



ANNO SECUNDO & TERTIO

VICTORIÆ REGINÆ.

Cap. 41.

An Act for exchanging Freehold and Copyhold Estates belonging to *John Motteux* Esquire, in *West Rudham* and *East Rudham* in the County of *Norfolk*, for Freehold, Copyhold, and Leasehold Estates in *Darsingham* in the same County, settled under the Will of *Horatio* Earl of *Orford*, deceased. [29th July 1839.]

WHEREAS 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 was required for the passing of Real Estate by Devise; and thereby gave and devised the several Manors or Lordships therein mentioned, with the Rights, Members, and Appurtenances thereof, in the County of *Norfolk*, and the Advowsons of the several Rectories and Parish Churches therein mentioned in the same County, and the Site of his then late Capital Mansion House called *Crosthwick Hall*, with the Lands and Appurtenances thereunto belonging, and also all and every his Freehold and Copyhold Messuages, Farms, Lands, Tenements, and Hereditaments, with their Appurtenances, situate, standing, lying, and being in the several Parishes, Places, Townships, or

Will of
Horatio
Earl of Or-
ford, dated
15th May
1793.

[Private.]

Terri-

Territories therein named, 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's 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 therein-after given to his Servant *Philip Columb*, 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 described *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 Remainders over; and the said Testator thereby gave and bequeathed unto the said *Charles* Duke of *Richmond* and Lord *George Lenox* the Site 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 certain Hereditaments therein mentioned to be 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 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 respectively 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 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

Codicil dated
5th June
1793.

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 was 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 several Manors therein named, his Advowsons therein named, and the Parishes, Townships, or Territories therein named, wherein divers Messuages, Farms, Lands, Tenements, and Hereditaments, other Parts of his said *Norfolk* Estate, were situate, lying, and being, the said Testator did there 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, 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 thereinbefore 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 was required for passing Real Estate by Devise, and thereby gave unto his Sister, *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 and Codicils, except so far as the said Will was revoked or altered by either of the said Codicils, or the said

Codicil dated
27th Decem-
ber 1796.

said First Codicil was revoked or altered by the said Second Codicil: 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, Chapter One hundred and nineteen, 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 hereinbefore recited, and further reciting or noticing (among other things) the Death of the said *Philip Colomb* soon after the Death of the said Testator, whereupon the said Annuity of Twenty-five Pounds given to him ceased and determined, it was enacted, that the Manors or Lordships, or reputed Manors or Lordships, Advowsons, Messuages, Farms, Lands, Tenements, and other Hereditaments therein particularly mentioned, (being Part of the said Hereditaments devised by the said Will and First Codicil of the said *Horatio Earl of Orford*, or One of them,) 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 several Parishes, Townships, or Territories therein mentioned, in the said County of *Norfolk*, or any of them, 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 the Right Honourable *Thomas William Earl of Leicester* then *Thomas William Coke* of *Holkham* in the said County of *Norfolk*, Esquire, their Heirs and Assigns for ever, to the Use of the said *William Windham* and *Thomas William Earl of Leicester*, 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 *Cardiston* in *East Ruston*, and all and every the Rents, Tenements, and Premises in *East Ruston* in the said County of *Norfolk*, (being Part of the said Leasehold Estates devised by the said Will,) with 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 Earl of Leicester*, their Executors, Administrators, and Assigns, for and during all the Residue of the Term therein mentioned, 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,

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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 Earl of Leicester*, 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 as therein mentioned, and after his Death, of 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, 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 as therein mentioned), of and in certain Manors, Messuages, Cottages, Advowsons, Farms, Lands, Tithes, Rents, Hereditaments, and Premises in *Great Massingham, Grimstone, West Rudham, and Harpley*, in the said County of *Norfolk*, of the said *George James Marquis of Cholmondeley*, and which had been valued at the Sum of Fifty-two thousand Pounds as therein mentioned, 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*, by the said Act 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

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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 so directed to be purchased 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 the said Act contains the usual Directions for paying the Residue and Surplus, after Payment of the said Sums of Thirteen thousand five hundred Pounds and Four thousand Pounds, as therein-before directed, of the Monies to arise by Sale of the said Hereditaments and Premises thereby made saleable, 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,” and for investing the same in the Purchase of Navy or Victualling Bills or Exchequer Bills: 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 eight hundred and four, and grounded on a Lease for a Year bearing Date the Eighteenth Day of the same Month, the Release being

Indentures of
18th and
19th June
1804.

made

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* Earl of *Leicester*, then *Thomas William Coke* Esquire, 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* Earl of *Leicester* 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, 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*, then one of the Masters of the said Court, to inquire and certify to the said 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*, 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 the Report of the said Master 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, whereby he certified, that he was of opinion that a good Title could

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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, 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; 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 amongst 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 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 Earl of Leicester*, and to their Heirs, amongst and together with certain other Hereditaments in *Grimstone, Congham, Great Massingham, West Rudham, and Harpley*, in the said County of *Norfolk*, therein particularly mentioned, and certain Advowsons, all that the Manor or Lordship or all those the several Manors or Lordships of *Ferrers*, otherwise *West Ferrers*, otherwise *Wesham*, otherwise *West Rudham*, otherwise *West Rudham Northall*, otherwise *West Rudham Ferriers* and *Northall*, in *West Rudham* in the said County of *Norfolk*, with their Rights, Members, and Appurtenances, (being the Hereditaments by the said Act directed or authorized to be purchased for Forty-six thousand Pounds as hereinbefore is mentioned,) to hold the same unto the said *William Windham* and *Thomas William Earl of Leicester*, 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 Earl of Leicester*, 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 Earl of Leicester*, 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

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13th Decem-
ber 1804.

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 Indentures 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 Earl of Leicester*, then *Thomas William Coke Esquire*, of the other Part, after reciting (amongst other things), that by the said Order of the Eighteenth Day of *June* then last past, which Order is 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 Sale 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* then last past, the said Mr. *Stanley* made his Report, bearing Date the Twenty-sixth Day of *November* then last past, whereby the said Master *Stanley* certified, that he was of opinion that 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 Gay's 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,) was a
proper

proper Purchase wherein to invest the said Sum of Eighteen thousand six hundred and forty-four Pounds, and did therefore approve thereof; and that he 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 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 then 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 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* Earl of *Leicester*, then *Thomas William* Coke, and their Heirs, (together with the said Farm called *Linghouse Farm*, and the said Portion of Land in *Great Bircham*,) 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 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

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; 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, Curtilages, Lands, Meadows, Pastures, 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, View 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, 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 Earl of Leicester*, and their Heirs, to the several Uses, upon the several Trusts, and with, under, and subject to the Powers, Provisoos, and Agreements therein mentioned, expressed, and declared of and concerning the same, being the same Uses, Trusts, Powers, Provisoos, and Agreements as by the herein before in part recited Indenture of the Nineteenth Day of *June* One thousand eight 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

Indenture of
7th October
1834.

Third Part, (and which Indenture was duly enrolled in the High Court of Chancery on the Fifteenth Day of the same Month of *October*,) 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 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 said 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 said 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 said 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, 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 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

[*Private.*]

13 a

Remainder

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

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 exerciseable 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* One thousand eight hundred and thirty-five, and the other bearing Date the Fifteenth Day of *July* One thousand eight hundred and thirty-five, 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* 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 subject to the Settlement made by the said Will and Codicil respectively, or One of them, are respectively situate in *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 *Darsingham* being holden of the respective Manors of *West Hall* in *Darsingham*, *Jelham Hall* in *Darsingham*, and *Pakenham* and *Snoring Hall* in *Darsingham*, all the same Manors being in the said County of *Norfolk*: And whereas Special Courts Baron were, before the passing of the Act of Parliament herein-after recited, 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, 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

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* One thousand eight hundred and thirty-five and the Fifteenth Day of *July* One thousand eight hundred and thirty-five were respectively produced to the several Deputy Stewards, who took such Surrenders respectively, as appears by Endorsements signed by the same Deputy Stewards respectively on the same Deeds Poll; and the same Deeds, with the Endorsements 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 endorsed on the same Deeds Poll: And whereas by an Act of Parliament made and passed in the Fifth and Sixth Year of the Reign of His late Majesty King *William* the Fourth, Chapter Twenty-four, intituled *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*, after reciting (among other things) as or to the Effect herein-before recited, and also reciting, that 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 therein and herein before mentioned, were respectively held at the Date of the same Will, and at the Time of the Decease of the said Testator had since been renewed, and such of the same Premises as in the same Will were mentioned to be held by Lease from the Bishop of *Norwich* were then held by the said *George Horatio* Marquis of *Cholmondeley* 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* of the other Part, whereby it was 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 Tithes and other Hereditaments to
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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 also reciting, that 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 also reciting, that 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; and the said *Thomas William* Earl of *Leicester*, then *Thomas William* Coke Esquire, of the Third Part; *John Motteux* of *Beachamwell* 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* Earl of *Leicester* for such of the Purposes for which the said Lord *Robert Seymour* and *Thomas William* Earl of *Leicester* 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* was 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 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 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 reciting, that the Freehold, Copyhold, and Leasehold Estates devised and bequeathed by the said Will of the said *Horatio* Earl of *Orford*, and the First Codicil thereto respectively, and not by the therein and herein before recited Act vested in Trustees for Sale, (except certain Copyhold Lands and Tenements in *Stalham* in the said County of *Norfolk*, 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 said 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 said Indenture of Release of the Thirteenth Day of *December* One thousand eight hundred and four, respectively adjoined or were near to the said Mansion House of *Houghton* and other Estates of which the said *George Horatio* Marquis of *Cholmondeley* was Tenant for Life, with Remainders over, as aforesaid, under the said Will and Codicil of the said *George James* Marquis of *Cholmondeley*, or some or One of them; and reciting, that 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* was 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

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four respectively, 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 might 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 then stood 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 several Surrenders of the Copyhold Hereditaments so as aforesaid made by the said Lord *William Henry Hugh Cholmondeley*; it was enacted, that it should and might 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 were and was thereby authorized, at any Time or Times after the passing of the said Act now in recital, but subject to the Restriction therein-after contained and herein-after mentioned, 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, should for the Time being be entitled to the Receipt of the Rents and Profits of the Hereditaments and Premises thereby authorized to be sold, or if such Person should be an Infant, then with the Consent in Writing of his Guardian or Guardians for the Time being, absolutely to sell and dispose of, in manner therein mentioned, 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 therein and herein before recited Act vested in Trustees for Sale, as therein and herein before is mentioned; and also all or any Part or Parts of the several Copyhold Messuages, Lands, Tenements, Hereditaments, and Premises holden of (among other Manors therein mentioned) the said several Manors of *West Hall* in *Darsingham*, *Jelham Hall* in *Darsingham*, *Pakenham* and *Snoring Hall* in *Darsingham*, respectively, and 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

Lessor or Lessors, according to any Provisoers 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 therein and herein before recited 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 therein and 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, among other Manors therein mentioned, of the several Manors of *West Hall* in *Darsingham*, *Jelham Hall* in *Darsingham*, *Pakenham* and *Snoring Hall* in *Darsingham*, or Leasehold,) as by virtue of or under any Act or Acts of Parliament for Inclosure or otherwise were then subject at Law or in Equity to the then 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 anywise appertaining, or with the the same or any Part thereof respectively then or theretofore 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; and it was thereby provided and further enacted, that (except as to the said Hereditaments in the Parish of *Stalham* aforesaid) no Sale should be made under the Authority of the Act now in recital to any Person or Persons, unless the said Mansion House of *Houghton* should 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 should previously thereto have been sold under the same Power to any Person or Persons; and it was further enacted, that all and every Sums and Sum of Money which should arise from any Sale or Sales to be made in pursuance of the said Act now in recital should be paid by the Person or Persons to whom such Sale or Sales should 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; and it was 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 the said Act now in recital; and also all the Costs, Charges, and Expences which should be incurred in relation to or attending the Sale or Sales thereby authorized,

rized, or otherwise in or about the Execution of the Trusts thereby declared, and the Costs and Expences of any Application to the Court under the said Act now in recital, should be, in the first place, paid and satisfied, and the Residue and Surplus of such Monies should 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 the said Act now in recital had not been made, be beneficially entitled in Possession to the Rents and Profits of the Hereditaments and Premises which should so have been sold as aforesaid, or if such Person should 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 might 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 the said Act now in recital, 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 should 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 were therein-before authorized to be sold, did then stand limited and settled under or by virtue of the same Will and Codicil, and the said 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 should 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, would admit; and the same Act contains the usual Directions for investing all Sums of Money which should be paid into the Bank in the Name of the said Accountant General in manner therein-before directed, or so much thereof as should not be ordered by the said Court of Chancery to be applied in Payment of the Costs, Charges, and Expences as aforesaid, in the meantime, and until the same should be invested in the Purchase of Manors, Messuages, Lands, Tenements, or Hereditaments as aforesaid, in the Purchase of Navy, Victualling, or Exchequer Bills: And whereas by an Indenture of Lease bearing Date the Second Day of *January* One thousand eight hundred and thirty-seven, and made or expressed to be made between

the said *Henry* Lord Bishop of *Norwich* of the one Part, and the said *George Horatio* Marquis of *Cholmondeley* of the other Part, it is witnessed, that the said *Henry* Lord Bishop of *Norwich*, in consideration of the Surrender of the said Lease of the First Day of *January* One thousand eight hundred and thirty, 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, the said Rectory and Parsonage, Glebe Lands, Tithes, and other Hereditaments demised by the said Indenture of Lease of the First Day of *January* One thousand eight hundred and thirty, (except and reserved unto the said *Henry* Lord Bishop of *Norwich* and his Successors as in the said last-mentioned Indenture of Lease was excepted and reserved,) 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 Horatio* Marquis of *Cholmondeley* hath not any Issue: And whereas the said *John Motteux* is seised in Fee Simple of and in the Freehold Parts of the Freehold and Copyhold Hereditaments particularly mentioned and comprised in the First Schedule to this Act (subject as to the Tithes mentioned in the same Schedule to an annual Payment of Two Shillings *per Acre*), and is seised to him and his Heirs for an Estate of Inheritance, according to the respective Customs of the several Manors of which the same are respectively holden, of and in the Copyhold Parts of the same Premises, all which Hereditaments are situate in the Parishes of *West Rudham* and *East Rudham* in the said County of *Norfolk*, and which Copyhold Hereditaments are respectively holden of the several Manors of *West Rudham Northall* and *West Rudham Ferrers* (being Two of the aforesaid Manors comprised in the herein-before recited Indenture of the Nineteenth Day of *June* One thousand eight hundred and four), and of the several Manors of *West Rudham*, *Horsham Saint Faith's*, and *East Rudham*, in the said County of *Norfolk*, and which Freehold and Copyhold Hereditaments were lately purchased by the said *John Motteux* of *Robert Fousoe Algar* of *West Rudham* aforesaid, Gentleman, for the Sum of Twelve thousand five hundred Pounds: And whereas the said Manors or Lordships of *Brookhall* and *Shouldhams* in *Darsingham* aforesaid, and the said Farm called *Darsingham Hall Farm* or the *Manor Farm*, and the said Messuage or Tenement called the *Cock Tenement*, and the Outbuildings, Gardens, and Close or Parcel of Land or Ground called the *Home Close*, thereto belonging, and the said Messuage, Cottage, or Tenement called *Gay's Tenement*, with the Outbuildings, and several Closes or Parcels of Land or Ground thereto belonging, (being Part of the said Hereditaments comprised in the said Indenture of the Thirteenth Day of *December* One thousand eight hundred and four,) and certain Copyhold Hereditaments in *Darsingham* aforesaid (being Parts of the aforesaid Copyhold Hereditaments holden of the said several Manors of *West Hall* in *Darsingham*, *Jelham Hall* in *Darsingham*, and *Pakenham* and *Snoring Hall* in *Darsingham*), and the said Leasehold Rec-

[Private.]

tory or Parsonage and other Hereditaments demised by the said Indenture of Lease of the Second Day of *January* One thousand eight hundred and thirty-seven, (all which Freehold, Copyhold, and Leasehold Hereditaments are particularly mentioned and comprised in the Second Schedule to this Act,) lie at a Distance from *Houghton Hall* aforesaid: And whereas, from the Locality of the said Freehold and Copyhold Hereditaments particularly mentioned and comprised in the said First Schedule to this Act, it is very desirable that the same should be enjoyed with the said Mansion House of *Houghton Hall*, and the Estates devised with the same Mansion House by the said Will of the said *George James* Marquis of *Cholmondeley*: And whereas the said *John Motteux* hath proposed to the said *George Horatio* Marquis of *Cholmondeley* and Lord *William Henry Hugh Cholmondeley* to exchange the said Freehold and Copyhold Hereditaments particularly mentioned and comprised in the said First Schedule to this Act for the said Freehold, Copyhold, and Leasehold Hereditaments particularly mentioned and comprised in the said Second Schedule to this Act, and to pay the Sum of Two thousand two hundred and fifteen Pounds for Equality of Exchange: And whereas the Exchange so as aforesaid proposed by the said *John Motteux* would be greatly for the Benefit of the said *George Horatio* Marquis of *Cholmondeley*, and of the Persons to become entitled under the Limitations to the First and other Sons successively in Tail Male of the said *George Horatio* Marquis of *Cholmondeley* contained in the said Will of the said *Horatio* Earl of *Orford* and of the said Lord *William Henry Hugh Cholmondeley* but by reason of the said Limitations to the First and other Sons successively in Tail Male of the said *George Horatio* Marquis of *Cholmondeley*, the same 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*, Lord *William Henry Hugh Cholmondeley*, and *John Motteux*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all such or such Part or Parts as are or is Freehold of the Hereditaments particularly mentioned and comprised in the said First Schedule to this Act, and all and singular Houses, Outhouses, Edifices, Buildings, Barns, Stables, Coach-houses, Cottages, Yards, Gardens, Orchards, Backsides, Tofts, Lands, Meadows, Pastures, Commons, Common of Pasture, Common of Turbary, Mines, Minerals, Quarries, Furzes, Trees, Woods, Underwoods, Coppices, and the Ground and Soil thereof, Mounds, Fences, Hedges, Ditches, Ways, Waters, Watercourses, Liberties, Privileges, Easements, Profits, Commodities, Emoluments, Hereditaments, and Appurtenances whatsoever to the same Hereditaments and Premises belonging or in anywise appertaining, or with the same or any of them respectively now or at any Time heretofore demised, leased, held, used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member of them or any Part of them, or appurtenant thereunto, with their and every of their Appurtenances, subject as in the same Schedule is mentioned, shall from and after the passing of this Act go and remain to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos,

The Freehold Part of the Hereditaments in the First Schedule, and their Appurtenances, shall go to the Uses to which the Freehold Hereditaments in the Second Schedule stood limited before the passing of the Act.

Provisoos, and Declarations to, upon, for, with, under, and subject to which the Freehold Hereditaments particularly mentioned and comprised in the said Second Schedule to this Act were and stood limited and settled immediately before the passing of this Act, under or by virtue of the several herein-before in part recited Indentures of 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 last herein-before recited Act of Parliament; and the said Freehold Hereditaments particularly mentioned and comprised in the said First Schedule to this Act, together with the Copyhold Hereditaments particularly mentioned and comprised in the same Schedule, to be in lieu of and in exchange for the Freehold and Copyhold Hereditaments herein-after vested in the said *John Motteux*, his Heirs and Assigns, and the Leasehold Hereditaments herein-after directed to be assigned to the said *John Motteux*, his Executors, Administrators, and Assigns.

The Freeholds and Copyholds in the First Schedule, to be in Exchange for the Freeholds and Copyholds herein after vested in Mr. Motteux; and the Leasehold Hereditaments directed to be assigned to him.

II. And be it further enacted, That from and immediately after the passing of this Act the Copyhold Interest of the said *John Motteux* in all such or such Part or Parts of the said Hereditaments particularly mentioned and comprised in the said First Schedule to this Act, with the Appurtenances, as are or is holden by Copy of Court Roll of the said Manor of *West Rudham Northall*, (to which Copyhold Hereditaments the said *John Motteux* was admitted at a Special Court holden for the said Manor of *West Rudham Northall* on the Twenty-seventh Day of *September* One thousand eight hundred and thirty-eight, on the Surrender out of Court of *Robert Fousoe Algar*, and in which Admittance of the said *John Motteux* the same Premises are described as follows; (that is to say,) “all those Thirteen Acres and Two Roods and an Half of Land, with the Appurtenances, lying in several Pieces, in the Field of *West Rudham* aforesaid, and Ten Acres and One Rood of Copyhold Land holden of the said Manor, lying in divers Pieces; and also all that One Messuage fallen down, with a Barn standing, with a Curtilage to the same belonging, containing by Estimation One Acre; and also all those Seven other Pieces of Land containing by Estimation Eight Acres and One Rood; and also Four Acres of Land lying in Two Pieces in *West Rudham* aforesaid, the First Piece whereof contains by Estimation One Acre and Three Roods, lying in a certain Furlong called *Low Clay Land*, next the Lands a very long Time since of *Christopher Forster* on the Part of the West, and Lands a very long Time since of *John Daniel* on the Part of the East, and abutting upon *Bircham Way* towards the South; the Second Piece contained by Estimation Two Acres and One Rood, lying in a certain Furlong called the *High Clay Lands*, next Lands now or late of the Lord of the said Manor towards the North, and abutting upon Lands some very long Time since of *King* Widow towards the West, and upon Lands now or late of the said Lord towards the East; and also all that Tenement containing Eight Acres of Copyhold Land lying in several Pieces, in *West Rudham* aforesaid; and also all that One Cottage, with a Croft to the same adjoining, containing Seven Roods, in *West Rudham* aforesaid; and also all that One Tenement, with a Croft to the same adjoining, containing Five Roods, called *Kenneys*, lying at the West End of *West Rudham* aforesaid,

As to the Copyhold Interest of Mr. Motteux in the Hereditaments holden of the Manor of *West Rudham, Northall*;

and of those
holden of the
Manor of
West Rud-
ham Ferrers.

said, next *Walsingham Way*; and also One Acre and Two Roods of Land, Parcel of One Messuage and Five Roods of Land, late *Savory's*, in *West Rudham* aforesaid; and also a Piece of Land in *West Rudham* aforesaid, containing Four Acres and Nine Perches, Parcel of One Messuage, with the Barns, Stables, and Outhouses thereto belonging, and Six Acres of Pasture to the same adjoining, in *West Rudham* aforesaid, with their Appurtenances; and to which Premises the said *Robert Fousoe Algar*, by the Name of *Robert Algar* only, was admitted at a General Court holden for this Manor on the Second Day of *August* One thousand eight hundred and thirty-two; and also all other the Messuages, Lands, Tenements, and Hereditaments whatsoever of him the said *Robert Fousoe Algar* held of the said Manor by Copy of Court Roll, with the Appurtenances,") and the Copyhold Interest of the said *John Motteux* in all such or such Part or Parts of the said Hereditaments particularly mentioned and comprised in the said First Schedule to this Act, with the Appurtenances, as are or is holden by Copy of Court Roll of the said Manor of *West Rudham Ferrers*, (to which last-mentioned Copyhold Hereditaments the said *John Motteux* was admitted at a Special Court holden for the said Manor of *West Rudham Ferrers* on the Twenty-seventh Day of *September* One thousand eight hundred and thirty-eight, on the Surrender out of Court of the said *Robert Fousoe Algar*, and in which Admittance of the said *John Motteux* the same Premises are described as follows; (that is to say,) "all those Ten Acres and One Rood of Land, with the Appurtenances, lying and being in the Fields of *West Rudham*, which Premises were formerly the Estate of *Edmund Wilson*, and before that of *John Davey*, with the Appurtenances, and to which Premises the said *Robert Algar*, deceased, was admitted at a Special Court holden for this Manor on the Eleventh Day of *November* One thousand eight hundred and nineteen, and also all other Messuages, Lands, Tenements, and Hereditaments whatsoever of him the said *Robert Fousoe Algar* holden of the said Manor by Copy of Court Roll, with the Appurtenances,") shall be absolutely extinguished, and the Freehold and Inheritance of and in the same Hereditaments and Premises respectively shall go and remain to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations to, upon, for, with, under, and subject to which the said Freehold Hereditaments particularly mentioned and comprised in the said Second Schedule to this Act were and stood limited and settled immediately before the passing of this Act, under or by virtue of the several herein-before in part recited Indentures of 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 last herein-before recited Act of Parliament; and the same Copyhold Hereditaments, together with the said Freehold Hereditaments particularly mentioned and comprised in the said First Schedule to this Act, and the other Copyhold Hereditaments particularly mentioned and comprised in the same Schedule, to be in lieu of and in exchange for the said Freehold and Copyhold Hereditaments herein-after vested in the said *John Motteux*, his Heirs and Assigns, and the said Leasehold Hereditaments herein-after directed to be assigned to the said *John Motteux*, his Executors, Administrators, and Assigns.

III. And

III. And be it further enacted, That from and immediately after the passing of this Act all such or such Part or Parts of the said Copyhold Hereditaments particularly mentioned and comprised in the said First Schedule to this Act, with the Appurtenances, as are or is holden of the said Manor of *West Rudham, Horsham Saint Faith's*, (to which last-mentioned Copyhold Hereditaments the said *John Motteux* was admitted at a Special Court holden for the said Manor of *West Rudham, Horsham Saint Faith's*, on the First Day of *October* One thousand eight hundred and thirty-eight, on the Surrender out of Court of the said *Robert Fousoe Algar*, and in which Admittance of the said *John Motteux* the same Premises are described as follows; (that is to say,) “all those Two Roods of Land, Bond, lying in *West Rudham* in a Furlong called *Long Fox Furlong*, between Lands some Time of *Edward Scott* on the Part of the South, and Lands some Time of *George Scott* on the Part of the North, abutting upon *Broad Mere* towards the East; and also One Messuage wasted, containing Two Acres; and also Seventeen Acres and One Rood of Land, lying in divers Pieces in *West Rudham*; and also One Toft, containing by Estimation Two Acres of Meadow or Pasture, formerly in the Tenure of *Martin Taylor*; and One Acre and Three Roods of Land in Two Pieces, whereof the first Piece contains by Estimation Three Roods in a Furlong called *Gressdall Furlong*, and the other contains One Acre by Estimation, and lies at a Place called *Brent Mill Hill*; and also Fifteen Perches, Part of Three Roods of Land adjoining to a House in *West Rudham*, which said House and Land are situate next the Lands late the Earl of *Orford's*, and now of the Marquis of *Cholmondeley*, East, West, and South, and the common Road North, held at the ancient annual Rent of One Penny, to which Premises the said *Robert Fousoe Algar* was admitted at a General Court held for this Manor on the Twenty-fifth Day of *July* One thousand eight hundred and thirty-two; and also all other Messuages, Lands, Tenements, and Hereditaments whatsoever of the said *Robert Fousoe Algar*, held by Copy of Court Roll of the said Manor, with the Appurtenances,”) and all such or such Part or Parts of the Copyhold Hereditaments particularly mentioned and comprised in the said First Schedule to this Act as are holden of the Manor of *East Rudham*, with the Appurtenances, (to which Copyhold Hereditaments the said *John Motteux* was admitted at a Special Court holden for the said Manor of *East Rudham* on the First Day of *October* One thousand eight hundred and thirty-eight, on the Surrender out of Court of the said *Robert Fousoe Algar*, and in which Admittance of the said *John Motteux* the same last-mentioned Premises are described as follows; (that is to say,) “all that One Messuage, with a Curtilage and Croft adjoining, containing together by Estimation Five Roods of Land, lying in a Street called *Bell Watering*, in *West Rudham*; and also Fifteen Acres of Land, Bond, lying in divers Pieces in the Open Fields of *West Rudham*, with the Appurtenances; and also One Inclosure containing by Estimation Five Roods of Land, Bond, lying in *West Rudham*, with the Appurtenances; and also Twenty-one Pieces of Land, with a Messuage and other Edifices upon Parcel thereof built, containing together by Estimation Nineteen Acres and Three Roods of Land, Bond, lying in *West Rudham*; and also Two Roods of Copyhold Land lying in a Field called the *North Field*,

As to the Copyhold Hereditaments holden of the Manor of *West Rudham, Horsham St. Faiths*, and those holden of the Manor of *East Rudham*.

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Field, abutting upon a Way leading from a certain Close called the *Mill Close*, towards a certain Lane on the Part of the West, the Lands some Time of *Stephen Wragg* on the Part of the North, and the Lands of the Lord of the said Manor on the Part of the South, with the Appurtenances; and also One Piece of Land in *East Rudham* aforesaid, containing by Measure Two Roods, Part of and lying at the North-west Corner of the Third Allotment by the Award of the Commissioners acting in execution of an Act passed in the Fifty-ninth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for inclosing Lands in the Parishes of East Rudham, West Rainham, and Helhoughton, in the County of Norfolk*, made to *Robert Algar* Gentleman, (which said Allotment is marked on the Map or Plan annexed to the said Award with the Number 106,) bounded by other Part of the Land comprised in the said Allotment not determined to be Copyhold towards the East and South, by Land by the said Award allotted to Lord *John Townshend* and *Robert Blake* towards the North, and by the Parish of *West Rudham* towards the West, which Premises were allotted to *Robert Algar*, the Father of the said *Robert Fousoe Algar*, in respect of the Copyhold Land which at the Time of making the said Award he held of the said Manor, and of the Rights of Common appurtenant or appendant thereto, with their Appurtenances, and to which Premises the said *Robert Fousoe Algar* was admitted at a General Court holden for this Manor on the Twenty-fifth Day of *July* One thousand eight hundred and thirty-two; and also all other the Messuages, Lands, Tenements, and Hereditaments whatsoever of the said *Robert Fousoe Algar* holden by Copy of Court Roll of the said Manor, with their Appurtenances,) shall respectively go and remain to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations to, upon, for, with, under, and subject to which such of the said Copyhold Hereditaments particularly mentioned and comprised in the said Second Schedule to this Act were and stood limited and settled immediately before the passing of this Act, under or by virtue of the said Will of the said *Horatio* Earl of *Orford*, and the said First Codicil thereto, and the several Surrenders so as aforesaid made by the said Lord *William Henry Hugh Cholmondeley*, and the last herein-before recited Act of Parliament, and to be holden respectively at the Will of the Lord or Lords or Lady or Ladies of the same Manors respectively, by Copy of Court Roll, by the Rents and Services therefore due and of Right accustomed; and the same, together with the other Freehold and Copyhold Hereditaments particularly mentioned and comprised in the said First Schedule to this Act, to be in lieu of and in exchange for the said Freehold and Copyhold Hereditaments herein-after vested in the said *John Motteux*, his Heirs and Assigns, and the said Leasehold Hereditaments herein-after directed to be assigned to the said *John Motteux*, his Executors, Administrators, and Assigns.

The Person entitled under the Will of the Earl of *Orford* to

IV. And be it further enacted, That from and immediately after the passing of this Act it shall be lawful for the Person or Persons who would for the Time being, if this Act had not been passed, be entitled under the said Will of the said *Horatio* Earl of *Orford*, and the said First Codicil thereto, and the several Surrenders so as aforesaid

said made by the said Lord *William Henry Hugh Cholmondeley* to an Estate for Life, or other greater Estate in Possession of and in the said Copyhold Hereditaments particularly mentioned and comprised in the said Second Schedule to this Act, and he, she, or they is and are hereby directed and required, as soon as may be after the passing of this Act, to claim to be admitted Tenant or Tenants of such of the said Copyhold Hereditaments particularly mentioned and comprised in the said First Schedule to this Act as are holden of the said Manors of *West Rudham, Horsham Saint Faith's, and East Rudham* respectively, with their respective Appurtenances, according to the Estate or Estates of such Person or Persons respectively under this Act of or in the same Copyhold Hereditaments, and with such Remainder or Remainders over (if any) as shall be subsisting therein under this Act, to be holden at the Will of the Lord or Lords or Lady or Ladies of the same Manors respectively by Copy of Court Roll, by the Rents and Services therefore due and of Right accustomed, paying to the Lord or Lords or Lady or Ladies of the same Manors respectively Fines on such Admissions respectively, according to the Customs of the same Manors respectively, and also paying to the Steward or Stewards of the same Manors respectively his or their reasonable Fees on such Admissions; and the said Lord or Lords or Lady or Ladies respectively shall thereupon admit the Person or Persons so claiming Admittance as aforesaid Tenant or Tenants to the same Copyhold Hereditaments accordingly.

an Estate in the Copyholds in the Second Schedule to claim to be admitted to those in the First, holden of the Manors of West Rudham, &c. and the Lords of the Manors shall thereupon admit him.

V. And be it further enacted, That all such or such Part or Parts as are or is Freehold of the Manors or Lordships and other Hereditaments particularly mentioned and comprised in the said Second Schedule to this Act, and all and singular Houses, Outhouses, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Curtilages, Lands, Meadows, Pastures, 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 Farm, 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, Free Boards, Seignories, Royalties, Jurisdictions, Offices, Franchises, Liberties, Privileges, Exemptions, Immunities, Benefits, Easements, Profits, Commodities, Emoluments, Advantages, Rights, Members, and Appurtenances whatsoever to the same Manors or Lordships, Hereditaments and Premises, belonging or in anywise appertaining, shall from and immediately after the passing of this Act be settled upon and vested in the said *John Motteux*, his Heirs and Assigns for ever, freed and discharged of and from the Uses, Trusts, Intents, Purposes, Powers, Provisoos, and Declarations to, for, upon, with, under, and subject to which the same Premises were and stood

The Freehold Parts of the Manors, &c. in the Second Schedule, with their Appurtenances, shall be vested in Mr. Motteux, discharged from the Uses to which the same stood limited before the passing of this Act; and, with the Copyholds in the Second Schedule, and the Leaseholds after directed to be vested in Mr. Motteux, to be in exchange for the Freeholds and Copyholds in the First Schedule.

limited

limited and settled immediately before the passing of this Act, under or by virtue of the herein-before in part recited Indentures of 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 last herein-before recited Act, or any of them; and the same, together with the said Copyhold Hereditaments particularly mentioned and comprised in the said Second Schedule to this Act, and the said Leasehold Hereditaments herein-after directed to be assigned to the said *John Motteux*, his Executors, Administrators, and Assigns, to be in lieu of and in exchange for the said Freehold and Copyhold Hereditaments particularly mentioned and comprised in the said First Schedule to this Act.

The Hereditaments in the Second Schedule holden by Copy of Court Roll, &c. shall respectively go to the Use of Mr. Motteux, his Heirs and Assigns, in exchange for the said Freehold and Copyhold Hereditaments in the First Schedule.

VI. And be it further enacted, That from and immediately after the passing of this Act all such or such Part or Parts of the said Hereditaments particularly mentioned and comprised in the said Second Schedule to this Act, with the Appurtenances, as are or is holden by Copy of Court Roll, shall respectively go and remain to the Use of the said *John Motteux*, his Heirs and Assigns, to be holden respectively by Copy of Court Roll at the Will of the Lord or Lords or Lady or Ladies of the several Manors of which the same respectively are holden, by the Rents and Services therefore due and of Right accustomed, freed and discharged of and from the Uses, Trusts, Intents, Purposes, Powers, Provisoos, and Declarations to, for, upon, with, under, and subject to which the same Premises were and stood limited and settled immediately before the passing of this Act, under or by virtue of the said Will of the said *Horatio Earl of Orford*, and the First Codicil thereto, and the several Surrenders so as aforesaid made by the said Lord *William Henry Hugh Cholmondeley*, and the said last herein-before recited Act of Parliament; and the same, together with the Freehold Hereditaments particularly mentioned and comprised in the said Second Schedule to this Act, and the said Leasehold Hereditaments herein-after directed to be assigned to the said *John Motteux*, his Executors, Administrators, and Assigns, to be in lieu of and in exchange for the said Freehold and Copyhold Hereditaments particularly mentioned and comprised in the said First Schedule to this Act.

Mr. Motteux and his Heirs to claim to be admitted to the Copyhold Hereditaments in the Second Schedule;

VII. And be it further enacted, That from and immediately after the passing of this Act it shall be lawful for the said *John Motteux*, and to and for his Heir or Heirs, according to the respective Customs of the several Manors of which the Copyhold Hereditaments particularly mentioned and comprised in the said Second Schedule to this Act are respectively holden, in case of his Death before Admittance, and he and they is and are hereby directed and required, as soon as may be after the passing of this Act, to claim to be admitted Tenant or Tenants of the said Copyhold Hereditaments particularly mentioned and comprised in the said Second Schedule to this Act, with their respective Appurtenances, to hold the same to the said *John Motteux*, or other the Person or Persons so claiming Admittance, and to his, her, or their Heirs or Assigns respectively for ever, by Copy of Court Roll, at the Will of the Lord or Lords or Lady or Ladies of the respective Manors of which the same are respectively holden, by the Rents and Services therefore due and of Right accustomed,

tomed, respectively paying to the Lord or Lords or Lady or Ladies of the same Manors respectively Fines on such Admissions respectively, according to the Custom of the said Manors respectively, and also paying to the Steward or respective Stewards of the same Manors respectively his or their reasonable Fees on such Admission; and the said Lord or Lords or Lady or Ladies shall thereupon admit the said *John Motteux*, or other the Person or Persons so claiming Admittance, as Tenant or Tenants to the same Copyhold Hereditaments accordingly; and the same, together with the said Freehold Hereditaments particularly mentioned and comprised in the said Second Schedule to this Act, and the said Leasehold Hereditaments hereinafter directed to be assigned to the said *John Motteux*, his Executors, Administrators, and Assigns, to be in lieu of and in exchange for the said Freehold and Copyhold Hereditaments particularly mentioned and comprised in the said First Schedule to this Act.

and the same, with the Freeholds in the Second Schedule, &c. to be in exchange for the Freeholds and Copyholds in the First Schedule.

VIII. And be it further enacted, That from and immediately after the passing of this Act the said Hereditaments and Premises comprised in and demised by the herein-before recited Indenture of Lease of the Second Day of *January* One thousand eight hundred and thirty-seven, with their Appurtenances, shall be and remain absolutely freed and discharged of and from all the Trusts, Intents, Purposes, Powers, Provisoos, and Declarations to which the same Premises were subject immediately before the passing of this Act, under or by virtue of the said Will of the said *Horatio* Earl of *Orford*, and the said First Codicil thereto, or either of them; and the said *George Horatio* Marquis of *Cholmondeley* is hereby directed and required to assign, immediately after the passing of this Act, the same Leasehold Premises, with their Appurtenances, and all his Estate, Right, Title, Interest, Benefit of Renewal, Claim, and Demand whatsoever of, in, or to the same unto the said *John Motteux*, his Executors, Administrators, and Assigns, for all the then Residue of the said Term of Twenty-one Years granted by the said last-mentioned Indenture of Lease as aforesaid, subject to the Rents, Conditions, Covenants, and Agreements by and in the same Indenture of Lease reserved and contained, on the Part of the Tenant or Lessee to be paid, observed, and performed; and the same Premises, together with the said Freehold and Copyhold Hereditaments particularly mentioned and comprised in the said Second Schedule to this Act, to be in lieu of and in exchange for the said Freehold and Copyhold Hereditaments particularly mentioned and comprised in the said First Schedule to this Act.

The Hereditaments demised by the Lease of 2d January 1837 shall be discharged from the Trusts to which the same were subject, and the Marquis to assign them to Mr. Motteux.

The same, with the Freeholds and Copyholds in the Second Schedule, to be in exchange for those in First Schedule.

IX. And be it further enacted and declared, That the said Sum of Two thousand two hundred and fifteen Pounds, to be paid for Equality of Exchange as herein-before mentioned, shall, as soon as conveniently may be after the passing of this Act, be paid by the said *John Motteux*, his Executors or Administrators, 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 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

The Money to be given for Equality of Exchange, to be paid by Mr. Motteux into the Bank in the Name of the Accountant General.

[*Private.*]

Certificate of Accountant General, with Receipt of one of the Cashiers of the Bank to be a sufficient Discharge.

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; and that the Certificate to be given by the said Accountant General, together with the Receipt 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 the said *John Motteux*, his Executors or Administrators, of the said Sum of Two thousand two hundred and fifteen Pounds, or an Office Copy or Office Copies thereof, shall be a sufficient Discharge for the same, and that after the filing of such Certificate and Receipt the said *John Motteux*, his Executors or Administrators, shall be and is and are hereby absolutely acquitted and discharged of and from the said Sum of Two thousand two hundred and fifteen Pounds, and every Part thereof, and shall not be liable to see to the Application thereof, or be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof, or of any Part thereof.

Costs of the Act.

X. And be it further enacted, That out of the Monies so to be paid into the Bank to the Account of "*Ex parte* the 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 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*, and after his Death by the Person or Persons for the Time being entitled in Possession under the Limitations to which the said Freehold Hereditaments particularly mentioned and comprised in the said First Schedule to this Act are settled by this Act, or if such Person or Persons shall be an Infant or Infants, 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 Estates in the said County of *Norfolk* which, immediately after the passing of this Act, shall remain or be settled to the subsisting Uses of the said Will and First Codicil of the said *Horatio* Earl of *Orford*, or 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 the Money 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 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, and 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 the said Freehold Hereditaments particularly mentioned and comprised in the said First Schedule to this Act are settled by this Act, or such of the same Uses, Trusts, Intents, Purposes, Powers, Provisoos, and Declarations as shall be then subsisting undetermined or capable of taking effect, or as near thereto as the Nature or Quality of the Hereditaments so to be purchased and the Circumstances will admit.

XI. And be it further enacted, That in the meantime, and until such Purchase or Purchases shall be so made as aforesaid, the said Sum of Two thousand two hundred and fifteen Pounds so to be paid into the Bank as aforesaid, or such Part 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 be by the said Accountant General laid out 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 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 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 or Receipts 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; all which said Navy and Victualling and Exchequer Bills, whether purchased or exchanged, shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases shall be made as herein-before mentioned, and until the same shall, upon a Petition in that Behalf to be preferred to the Court of Chancery in a summary Way by and on the Behalf of the said *George Horatio* Marquis of *Cholmondeley*, or other the Person or Persons for the Time being entitled in Possession under the Limitations to which the said Freehold Hereditaments particularly mentioned and comprised in the said First Schedule to this Act are settled by this Act, or of the Guardian or Guardians of such Person or Persons being an Infant or Infants, be ordered to be sold by the said Accountant General for the Payment of any such Costs, Charges, or Expences as aforesaid, or for the completing such Purchase or Purchases, in such Manner as the 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,

Until Purchases are made, the Residue, after Payment of Costs, to be laid out in the Purchase of Navy, Victualling, or Exchequer Bills.

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.

The Court of Chancery to make Orders for taxing Costs of Act.

XII. Provided always, and it is hereby further enacted, That it shall be lawful for the Court of Chancery from Time to Time to make such 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 for taxing or settling the Costs of the several Applications to the said Court, in pursuance of the Directions hereinbefore contained, and the Costs of taking the said Money out of the Bank, and of investing all or any Part or Parts of such Money in the Purchase of Lands or Hereditaments as aforesaid, and settling the same according to the Directions herein contained, or otherwise in carrying the Purposes of this Act into complete Execution, and also from Time to Time to make any Order or Orders for Payment of all such Costs, Charges, and Expences out of the Monies which shall be so paid into the Bank as aforesaid, or out of the Monies arising by Sale of the Navy, Victualling, or Exchequer Bills so to be purchased or received in exchange as aforesaid; and it shall be lawful for the said Court of Chancery from Time to Time to make such further Order or Orders in the Premises as the said Court shall think fit.

Implied mutual Warranty incident to an Exchange not to attach.

XIII. Provided always, and be it further enacted, That the implied mutual Warranty and Right of Re-entry incident to an Exchange at Common Law shall not attach or belong to the Exchange made by this Act.

Indemnity to Mr. Motteux.

XIV. And be it further enacted, That from and after the passing of this Act the said *George Horatio* Marquis of *Cholmondeley* shall be adjudged in all Courts of Judicature to have entered into a Covenant for himself, his Heirs, Executors, and Administrators, except so far as relates to the Remainder or Reversion in Fee belonging to or claimed by the said Lord *William Henry Hugh Cholmondeley* of and in the Freehold and Copyhold Hereditaments particularly mentioned and comprised in the said Second Schedule to this Act, and the said Lord *William Henry Hugh Cholmondeley* shall be adjudged in all Courts of Judicature to have entered into a Covenant for himself, his Heirs, Executors, and Administrators, so far as relates to the Remainder or Reversion in Fee belonging to or claimed by him of and in the same Freehold and Copyhold Hereditaments, that he the said *John Motteux*, his Heirs and Assigns, shall, from and after the passing of this Act, quietly hold and enjoy the said Freehold and Copyhold Hereditaments particularly mentioned and comprised in the said Second Schedule to this Act, against them the said *George Horatio* Marquis of *Cholmondeley* and Lord *William Henry Hugh Cholmondeley* respectively, and their respective Heirs and all Persons claiming under or in Trust for them, or under the said *Horatio* Earl of *Orford* or any of his Ancestors, and be indemnified and saved harmless by them the said *George Horatio* Marquis of *Cholmondeley* and Lord *William Henry Hugh Cholmondeley*, or one of them, or their or one of their Heirs, Executors, or Administrators, from all Estates, Charges, and

and Incumbrances created or made by the said *George Horatio Marquis of Cholmondeley* and Lord *William Henry Hugh Cholmondeley*, or either of them, or by the said *Horatio Earl of Orford* or any of his Ancestors; and also for the further Assurance (at the Expence of the Person or Persons requiring the same) by the said *George Horatio Marquis of Cholmondeley* and Lord *William Henry Hugh Cholmondeley*, and all Persons claiming under them or either of them, or under the said *Horatio Earl of Orford* or any of his Ancestors, of the same Freehold Hereditaments, with their Appurtenances, unto and to the Use of the said *John Motteux*, his Heirs and Assigns, and of the same Copyhold Hereditaments, with their Appurtenances, to the Use of the said *John Motteux*, his Heirs and Assigns, according to the Customs of the several Manors of which the same Premises are respectively holden; and that the said *John Motteux*, his Heirs or Assigns, shall and may in any Action assign a Breach of all or any of the said Covenants, as he or they might have done if the said *George Horatio Marquis of Cholmondeley* and Lord *William Henry Hugh Cholmondeley* respectively had actually entered into such Covenants as aforesaid with the said *John Motteux*, his Heirs and Assigns, by an Indenture duly executed by them the said *George Horatio Marquis of Cholmondeley* and Lord *William Henry Hugh Cholmondeley* immediately after the passing of this Act.

XV. And be it further enacted, That from and after the passing of this Act the said *John Motteux* shall be adjudged in all Courts of Judicature to have entered into Covenants running with the Land, for himself, his Heirs, Executors, and Administrators, that the said *George Horatio Marquis of Cholmondeley*, and all and every other Persons and Person to whom or for whose Use the said Freehold and Copyhold Hereditaments particularly mentioned and comprised in the said First Schedule to this Act are respectively by this Act expressed to be limited in Exchange, shall, from and after the passing of this Act, quietly hold and enjoy the same Freehold and Copyhold Hereditaments, with their respective Appurtenances, against him the said *John Motteux* and his Heirs, and all Persons claiming under him or them, and be indemnified and saved harmless by him the said *John Motteux*, his Heirs, Executors, or Administrators, from and against all Estates, Charges, and Incumbrances created or made by him the said *John Motteux*; and also for the further Assurance (at the Expence of the Person or Persons requiring the same) by him the said *John Motteux* or his Heirs, and all Persons claiming under or in Trust for him or them, of the same Freehold Hereditaments, with their Appurtenances, and also of such of the same Copyhold Hereditaments as immediately before the passing of this Act were holden of the said Manors of *West Rudham Northall* and *West Rudham Ferrers* respectively, with their respective Appurtenances, to the Uses to which the same Premises are by this Act expressed to be limited in Exchange, or such of them as shall be subsisting or capable of taking effect, and of such of the same Copyhold Hereditaments as are holden of the said Manors of *West Rudham*, *Horsham Saint Faith's*, and *East Rudham* respectively, with their respective Appurtenances, to the Uses to which the same Premises are by this Act expressed to be limited in Exchange, according to the Customs of the same Manors.

[Private.]

Indemnity to
the Marquis
of Cholmon-
deley and to
Lord Henry.

respectively, or such of them as shall be subsisting or capable of taking effect; and that the said *George Horatio* Marquis of *Cholmondeley*, and all and every other Persons and Person to whom or for whose Use the said Freehold and Copyhold Hereditaments particularly mentioned and comprised in the said First Schedule to this Act are by this Act expressed to be limited in Exchange, and their respective Heirs, Executors, Administrators, or Assigns, shall and may in any Action assign a Breach of all or any of the same Covenants as he, she, or they might have done if the said *John Motteux* had been seised of the Freehold and Inheritance in Fee Simple of and in such of the said Copyhold Hereditaments particularly mentioned and comprised in the said First Schedule to this Act as are holden of the said Manors of *West Rudham Northall* and *West Rudham Ferrers*, and had immediately before the passing of this Act executed a Conveyance of the said Freehold Hereditaments particularly mentioned and comprised in the said First Schedule to this Act, and the said last-mentioned Copyhold Hereditaments, with their respective Appurtenances, by Indentures of Lease and Release to the said *George Horatio* Marquis of *Cholmondeley* and his Heirs, to the Uses to which the same Premises are by this Act expressed to be limited in Exchange, and had in and by such Indenture of Release entered into Covenants for himself, his Heirs, Executors, and Administrators, with the said *George Horatio* Marquis of *Cholmondeley* and his Heirs to the effect herein-before expressed, and had immediately before the passing of this Act duly surrendered such of the said Copyhold Hereditaments particularly mentioned or comprised in the said First Schedule to this Act as are holden of the said Manors of *West Rudham*, *Horsham Saint Faith's*, and *East Rudham*, with their respective Appurtenances, to the Uses to which the same Premises are by this Act expressed to be limited in Exchange, and had at the same Time entered into Covenants running with the Land, for himself, his Heirs, Executors, and Administrators, to the Effect herein-before specified.

General
Saving of
Rights.

XVI. Saving always to the Queen's most Excellent Majesty, Her 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 the First and other Sons of the said *George Horatio* Marquis of *Cholmondeley*, and the Heirs Male of the Body and respective Bodies of such First and other Sons, and the said Lord *William Henry Hugh Cholmondeley* and his Heirs, and all and every other Persons and Person claiming or to claim any Estate, Right, Title, or Interest, at Law or in Equity, of, in, to, or out of the said Freehold and Copyhold Hereditaments particularly mentioned and comprised in the said Second Schedule to this Act, or the said Leasehold Hereditaments herein-before directed to be assigned, or any of them, or any Part or Parts thereof respectively, 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 Indenture of the Thirteenth Day of *December* One thousand eight hundred and four, or the said last herein-before recited Act of Parliament, and the said *John Motteux* and his Heirs,) all such Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Hereditaments

and Premises herein-before limited or vested in Exchange, and directed to be assigned 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 or enjoyed in case this Act had not been passed.

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

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

SCHEDULES to which the foregoing Act refers.

FIRST SCHEDULE.

Parishes.	Description of Lands.	Quantity.			Annual Rent.			Annual Value.			Land Tax.										
		A.	R.	P.	£	s.	d.	£	s.	d.	£	s.	d.								
West Rudham	Mansion House, Barns, Stables, Outhouses, Yards, and Garden.	1	0	5	400	0	0	420	0	0	redeemed.										
	Chaise-house, Stable, Cart lodge, and Stack-yard.	0	1	37																	
	[In the Occupation of Robert Fowsoe Algar, and held with the following Pieces or Parcels of Land and Tenements, that is to say,]																				
	Saffron Close - - - - -	5	3	30																	
	Blacksmith's Close - - - - -	15	2	10																	
	Thirteen Acres - - - - -	13	1	25																	
	Mills Hill - - - - -	17	3	29																	
	Part of Old Close - - - - -	1	2	32																	
	The Four Acres - - - - -	4	3	29																	
	The Fifteen Acres - - - - -	15	1	25																	
	Sallow Row - - - - -	18	1	6																	
	Sixteen Acres - - - - -	17	0	7																	
	The Twenty-two Acres - - - - -	22	1	5																	
	Twenty-six Acres - - - - -	27	1	31																	
	High Ash - - - - -	16	2	18																	
	Bircham Breek - - - - -	18	3	26																	
	Sixteen Acres - - - - -	15	0	35																	
	Houghton Thirteen Acres - - - - -	14	1	12																	
	Maye's Close - - - - -	10	2	17																	
	Cottage and Garden - - - - -	0	0	23																	
Ash Yard - - - - -	2	3	0																		
Cottage and Garden - - - - -	0	0	29																		
West Church Pasture - - - - -	15	0	23																		
East Ditto Ditto - - - - -	17	1	1																		
The Drift - - - - -	3	3	39																		
East Rudham	Parts of Chop's Close and Saffron's Close.	9	0	29																	
	Chop's Close - - - - -	13	3	13																	
East Rudham and West Rudham	Home Thirteen Acres; Part East Rudham, and Part West Rudham.	13	3	13																	
	Sandy Eight Acres; Part East Rudham, and Part West Rudham.	12	3	13																	
	Part of Old Cover and North Plantation; Part East Rudham, and Part West Rudham.	3	0	38																	
		329	2	0	400	0	0	420	0	0											

The Great Tithes of such Part of the above-mentioned Lands as was formerly an Inclosure of Land called "The Eighteen Acres or Chop's Close," and of 8 A. 3 R. 28 P., being such Part of the above-mentioned Piece or Parcel of Land called "The Home Thirteen Acres," in West and East Rudham, containing 13 A. 3 R. 13 P., as lies in East Rudham, which Tithes are subject to an annual Payment of 2s. per Acre.

In the above Estate the Timber and Wood are of the Value of £500.

John Beck, Surveyor.

THE SECOND SCHEDULE.

The Manor of Brookhall in Darsingham.
The Manor of Shouldhams in Darsingham.

Parish.	Description of Lands.	Quantity.			Annual Rent.			Annual Value.			Land Tax deducted.				
		A.	R.	P.	£	s.	d.	£	s.	d.	£	s.	d.		
Darsingham	A Messuage with Yards and Garden; large Double Barn with a Leanto; Stable for Twenty Horses; Stable for Three Horses, with Granary over; small open Bullock-shed; all Brick or Stone and Tile; a Range of Outbuildings, Board and Thatch, with a Straw-covered Waggon-lodge.	2	2	24											
	Field Barn with Leanto, open Bullock-shed, Turnpike House, walled-in Yards, with Pightle.	4	1	0											
	[The above formerly in the Occupation of William Stanton, but now in the Occupation of Joshua Freeman, and held with the following Pieces or Parcels of Land and Tenements, that is to say,]														
	Part of Pudding Breek	-	-	49	2	0									
	Ditto Ditto	-	-	47	0	20									
	Ditto Ditto	-	-	50	0	32									
	Part of Plum Pudding Bush	-	-	45	0	0									
	Sherborne Breek	-	-	81	3	10	} 376 11 0	} 453 6 0	} 26 19 0						
	South of Sherborne Breek	-	-	22	2	32									
	Deal Furlong	-	-	105	0	32									
	Chalk Pit Breek	-	-	96	1	35									
	South of Anmer Road	-	-	28	3	4									
	Carr Piece	-	-	2	0	16									
	Double Gate Close	-	-	6	0	3									
	Plantation in Ditto	-	-	0	2	36									
	Ozier Plantation	-	-	3	3	3									
	Snoring Hall Close	-	-	14	3	17									
	Ozier Beds in Ditto	-	-	1	0	0									
	Candle Hole Close	-	-	18	0	34									
	Hilly Pasture	-	-	21	2	10									
	Cock Pasture	-	-	8	3	25									
	Dotshill Close	-	-	9	0	28									
	Wood Meadow Pond Close	-	-	5	1	35									
Emletts Close and Croft	-	-	14	2	25										
Windy Barn Pasture	-	-	18	2	36										
Plantation	-	-	10	0	0										
Far Cock Piece	-	-	2	2	29										
Cottage and Gardens in Two Tenements, in the Occupation of Richard Lynes and Robert Mann.			2	0	0										
Cottage and Garden, William Lofty Occupier.			0	1	0										
Walled-in Garden	-	-	1	0	0										

[Private.]

Parish.	Description of Lands.	Quantity.	Annual Rent.	Annual Value.	Land Tax deducted.
		A. R. P.	£ s. d.	£ s. d.	£ s. d.
Darsingham— <i>continued.</i>	A Cottage and Sheds, with Garden, in the Occupation of Abraham Gay.	1 2 36			
	A Pightle, in same Occupation	3 2 26	10 10 0	13 10 0	
	Ditto Ditto - -	2 0 35			
	Near Cock Piece - -	5 0 0			
	A Public House called "The Cock," with Offices, Out-buildings, Stables, and Common Right.	2 2 0	15 0 0	17 15 0	
Two Common Rights, now in the Occupation of Richard Stanton.	- -	Let with Stanton's Farm.	6 0 0		
	Total -	688 1 23	402 1 0	490 11 0	26 19 0

In the above Estate the Timber and Wood are of the Value of £498.

HELD UNDER LEASE FROM BISHOP OF NORWICH.

Description of Land and Tithes.	Quantity.	Annual Rent.	Annual Value.	Charges.	
	A. R. P.	£ s. d.	£ s. d.		£ s. d.
A Barn, Dove-cote, and Gighouse, with Pightle of Pasture Land.	2 0 22	- -	10 0 0	Annual Rent Ditto, in lieu of Land Tax	16 0 0 15 12 0
The Corn Tithes of the Parish of Darsingham, containing of Arable Land	1,770 0 0	- -	269 8 0	Annual Rent or Sum to- wards the Maintenance of the Vicar of Darsing- ham	20 0 0

John Beck, Surveyor.