

ANNO SEXTO

VICTORIÆ REGINÆ.

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and eighty-five, the Release being made or expressed to be made between *Archdale Wilson Taylor* Esquire of the First Part, *Anne Taylor* Widow of the Second Part, *Thomas Hunt*, *Thomas Marsden*, and *John Blackburne*, Esquires, of the Third Part, the Reverend *Charles Mordaunt* Clerk of the Fourth Part, Sir *Martin Brown Folkes* of the Fifth Part, *Robert Hales* and *Anne* his Wife of the Sixth Part, *Charles Turner* and *James Coldham* Esquires of the Seventh Part, *Henry Partridge* Esquire, the younger, of the Eighth Part, the Right Honourable *Thomas William* late Earl of *Leicester*, of *Holkham* aforesaid, by his then Name and Addition of *Thomas William Coke* Esquire, of the Ninth Part, and the Most Noble *William Henry* Duke of *Portland* and the Right Honourable *Horatio* Lord *Walpole* of the Tenth Part, and of certain other Indentures of Lease and Release, bearing Date respectively the Third and Fourth Days of *December* One thousand seven hundred and eighty-seven, the Release being made or expressed to be made between the said *Thomas William* late Earl of *Leicester*, of *Holkham* aforesaid, by his said then Name and Addition of *Thomas William Coke* Esquire, of the First Part, the Right Honourable *James* Lord *Sherborne* of the Second Part, *Thomas Dunn* (therein described) of the Third Part, the said *William Henry* Duke of *Portland* and *Horatio* Lord *Walpole* of the Fourth Part, and *Thomas Master* Esquire of the Fifth Part, and of an Act of Parliament made and passed in the Forty-eighth Year of the Reign of His said late Majesty King *George* the Third, intituled *An Act for effectuating an Exchange between* Thomas William Coke *Esquire and the Trustees of his Settled Estates*, and of an Act of Parliament made and passed in the Fifty-second Year of the Reign of His said late Majesty King *George* the Third, also intituled *An Act for effectuating an Exchange between* Thomas William Coke *Esquire and the Trustees of his Settled Estates*, or by virtue of some or one of the same several Assurances and Acts of Parliament, divers Manors or Lordships, and Freehold and Copyhold, Capital and other Messuages, Farms, Lands, Tenements, and Hereditaments situate in the respective Counties of *Norfolk* and *Oxford*, with their respective Rights, Members, and Appurtenances, were assured and limited and do now stand settled to and upon various Uses and Estates under which the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, is now seised or otherwise well entitled as Tenant in Tail Male in Possession of all the same Manors or Lordships and other Hereditaments: And whereas the said Manors or Lordships and other Hereditaments are now of the annual Value of Thirty-two thousand Pounds or thereabouts: And whereas the several Messuages, Farms, Lands, Tenements, and Hereditaments, a Rental of which is annexed by way of Schedule to this Act, are Part of the said Settled Estates in the said County of *Norfolk*, and are now of the clear net annual Value of Eight thousand Pounds or thereabouts, and are free from all Charges and Incumbrances whatsoever precedent to the said Estate Tail of the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, therein, except a Jointure Rentcharge of One thousand five hundred Pounds payable to the Right Honourable *Anne Amelia* Countess of *Leicester* during her Life, and charged on all the said Settled Estates in the said Counties of *Norfolk*

Lease and Release, 3d and 4th Dec. 1787.

48G.3.c.175.

52G.3.c.177.

folk and *Oxford*, by Indenture bearing Date the Twenty-fifth Day of *February* One thousand eight hundred and twenty-two, and made or expressed to be made between the Right Honourable *Thomas William* late Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, deceased, by his then Name and Description of *Thomas William Coke* Esquire, of the First Part; the Right Honourable *William Charles* Earl of *Albermarle*, and the said *Anne Amelia* Countess of *Leicester*, One of his Daughters, by her then Name of Lady *Anne Amelia Keppel*, of the Second Part; and the Right Honourable *Thomas William* Viscount *Anson*, the Right Honourable *Augustus Frederick Keppel* commonly called Viscount *Bury*, and *Robert Adair* Esquire, of the Third Part; and except an Annuity of Fifty Pounds charged on Part of the said Settled Estates in the said County of *Norfolk*, for the Maintenance and Support of certain Almshouses, by Indenture, bearing Date the Fifth Day of *April* One thousand seven hundred and fifty-five, duly enrolled in the High Court of Chancery, and made or expressed to be made betwen the said *Thomas* formerly Earl of *Leicester* of the First Part; the Right Honourable *Margaret* Countess of *Leicester*, the Wife of the said *Thomas* Earl of *Leicester*, of the Second Part; and *Thomas Wright* Esquire and *Ralph Cauldwell* Gentleman of the Third Part; and also except certain Mortgage Debts of Thirty thousand six hundred and sixteen Pounds Eighteen Shillings and Ten-pence Halfpenny, Eleven thousand one hundred Pounds, and Five thousand Pounds, respectively mentioned in the herein-before recited Act of the Fifty-second *George* the Third, which are or may in certain Events become a Charge on the said Settled Estates in the said County of *Norfolk*: And whereas a Marriage has been agreed upon and is intended to be solemnized between the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, now an Infant of the Age of Twenty Years or thereabouts, and *Juliana Whitbread* Spinster, now an Infant of the Age of Seventeen Years or thereabouts, with the Consent as well of the said *Anne Amelia* Countess of *Leicester*, the Widow of the said *Thomas William* late Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, deceased, as the Testamentary Guardian of the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, under the last Will and Testament of the said *Thomas William* late Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, as of *Samuel Charles Whitbread* of *Cardington* in the County of *Bedford*, Esquire, the Father of the said *Juliana Whitbread*: And whereas it is intended that the said Marriage between the said Infants should be solemnized during their respective Minorities: And whereas on the Treaty for the said intended Marriage it was proposed and agreed, with the Approbation of the said Countess as such Guardian, and also of the said *Samuel Charles Whitbread*, that the Messuages, Farms, Lands, Tenements, and Hereditaments, a Rental of which is annexed by way of Schedule to this Act, should be assured and settled so as to secure a Provision by way of Jointure and in Bar of Dower for the said *Juliana Whitbread*, in case the said intended Marriage should take effect, and the said *Juliana Whitbread* should happen to survive the said Earl, it being considered that the yearly Amount of the Dower to which the said *Juliana Whitbread* would in the event of her surviving the

said

said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, become entitled, out of and from all the said Estates, would exceed the Limits of the Provision suitable and proper to be made in favour of the said *Juliana Whitbread* in contemplation of the said intended Marriage, and it being also considered that the Dower of the said *Juliana Whitbread* would be liable to be absolutely barred and defeated by the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, alone and without the Concurrence of the said *Juliana Whitbread*, immediately after his attaining the Age of Twenty-one Years, in case he should survive that Period, and that consequently the proposed Jointure Provision, though of smaller Amount, would be more beneficial to the said *Juliana Whitbread* than her Dower: And whereas by an Indenture bearing Date the Eighteenth Day of *February* One thousand eight hundred and forty-three, and made or expressed to be made between the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, of the First Part; the said *Anne Amelia* Countess of *Leicester*, of *Holkham* in the County of *Norfolk*, of the Second Part; the said *Juliana Whitbread* of the Third Part; the said *Samuel Charles Whitbread* of the Fourth Part; and *Edward Ellice* the younger, of *Arlington Street* in the County of *Middlesex*, Esquire, and *Thomas Crosbie William Brand* of the *Hoo* in the County of *Hertford*, Esquire, of the Fifth Part, after reciting the Agreement for the said intended Marriage and for the said Settlement, it is by the said Indenture witnessed, that in pursuance of the said Agreement, and in consideration of the said intended Marriage, he, the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, with the Consent and Approbation of the said *Anne Amelia* Countess of *Leicester*, of *Holkham* in the County of *Norfolk*, his said Guardian, and on the Acceptance of the said *Samuel Charles Whitbread*, for and on behalf of the said *Juliana Whitbread*, (testified by their respectively being Parties to and executing the same Indenture,) did grant, bargain, sell, and confirm unto the said *Juliana Whitbread* and her Assigns during the Term of her Life (in case the said intended Marriage shall be solemnized, and the said *Juliana Whitbread* shall survive the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*,) One annual Sum or yearly Rent-charge of Three thousand Pounds, to be charged upon and yearly issuing and payable out of all and singular the Messuages, Farms, Lands, Tenements, and Hereditaments a Rental of which is annexed by way of Schedule to the said Indenture (being the same Messuages, Farms, Lands, Tenements, and Hereditaments a Rental of which is annexed by way of Schedule to this Act), together with their and every of their Rights, Members, and Appurtenances, and also upon and out of the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits of the said Messuages, Farms, Lands, Tenements, and Hereditaments, and of every of them, and of every Part and Parcel thereof, to have, hold, receive, and take the said annual Sum or yearly Rent-charge of Three thousand Pounds unto the said *Juliana Whitbread* and her Assigns during the Term of her Life (in case the said intended Marriage shall be solemnized, and the said *Juliana Whitbread* shall survive the said *Thomas William*

now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*,) such annual Sum or yearly Rent-charge to be (and being so accepted) for the Jointure of the said *Juliana Whitbread*, and in lieu, bar, and satisfaction of all Dower and Thirds to which at Common Law or by Custom or otherwise she might otherwise be entitled from any Lands or other Hereditaments of which the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, is now, or shall during the joint Lives of himself and the said *Juliana Whitbread* be seised for any Estate of Inheritance, and the same to be paid to the said *Juliana Whitbread* or her Assigns at or in the common Dining Hall of *Lincoln's Inn* in the County of *Middlesex*, by Four equal quarterly Payments, on the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth Day of *December* in every Year, without any Deduction or Abatement whatsoever out of the same or any Part thereof, on account of any present or future Taxes, Charges, Rates, Impositions, or Assessments whatsoever, by Authority of Parliament or otherwise howsoever (except the Property or Income Tax), and the first quarterly Payment thereof to be made on such of the said Days of Payment as shall happen next after the Decease of the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*; and the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, with such Consent and Approbation, and on such Acceptance, and testified as aforesaid, did, by the said Indenture, for himself, his Heirs, Executors, Administrators, and Assigns, grant and appoint that in case and so often as the said annual Sum or yearly Rent-charge of Three thousand Pounds or any Part thereof should be in arrear and unpaid by the Space of Twenty-one Days next after any of the Days thereby appointed for the Payment of the same, then and so often it should be lawful for the said *Juliana Whitbread*, her Executors, Administrators, and Assigns, to enter into and distrain for the same, and the Costs and Charges occasioned by the Nonpayment thereof, upon the said Messuages, Farms, Lands, Tenements, and Hereditaments thereby charged, or intended so to be, or any of them, or any Part thereof, and to dispose of the Distress and Distresses then and there found according to Law, as Landlords may for Rent reserved upon Leases for Years, to the Intent that thereby or otherwise the said annual Sum or yearly Rent-charge of Three thousand Pounds and every Part thereof so in arrear and unpaid, and all Costs, Charges, and Expences occasioned by reason of the Nonpayment thereof, should be fully paid and satisfied; and that in case and so often as the said annual Sum or yearly Rent-charge of Three thousand Pounds or any Part thereof should at any Time or Times be unpaid by the Space of Forty Days next after any of the said Days thereinbefore appointed for the Payment thereof, then and so often (although there should not have been any legal Demand made thereof, or of the Arrears thereof,) it should be lawful for the said *Juliana Whitbread*, her Executors, Administrators, and Assigns, to enter into and upon, and to hold the said Messuages, Farms, Lands, Tenements, and Hereditaments thereby charged, or intended so to be, and receive and take the Rents, Issues, and Profits thereof for her and their proper Use and Benefit, until she or they should therewith and thereby

thereby or otherwise be fully paid and satisfied the said annual Sum or yearly Rent-charge of Three thousand Pounds, and the Arrears due at the Time of such Entry, or afterwards to become due during her or their being in Possession of the said Messuages, Farms, Lands, Tenements, and Hereditaments, together with all Costs, Charges, and Expences which she or they should sustain by reason of the Nonpayment thereof, and such Possession when taken to be without Impeachment of Waste; and by the said Indenture it is also witnessed, that in further pursuance of the said Agreement, and in consideration of the said intended Marriage, and also in consideration of the Sum of Ten Shillings of lawful Money of *Great Britain* to the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, by the said *Edward Ellice* the younger and *Thomas Crosbie William Brand* paid on or immediately before the Execution of the same Indenture, the Receipt whereof was thereby acknowledged, he the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, with the like Consent and Approbation, and on the like Acceptance, and testified as aforesaid, did grant, bargain, sell, and demise unto the said *Edward Ellice* the younger and *Thomas Crosbie William Brand*, their Executors, Administrators, and Assigns, all and singular the said Messuages, Farms, Lands, Tenements, and Hereditaments, a Rental of which is annexed by way of Schedule to the said Indenture, and thereby charged with the said annual Sum or yearly Rent-charge of Three thousand Pounds, as aforesaid, together with their respective Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits of the same Premises, to have and to hold the said Messuages, Farms, Lands, Tenements, and Hereditaments thereby demised, or intended so to be, with their and every of their Rights, Members, and Appurtenances, unto the said *Edward Ellice* the younger and *Thomas Crosbie William Brand*, their Executors, Administrators, and Assigns, for and during and unto the full End and Term of Two hundred Years, to commence and be computed from the Decease of the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, and thence next ensuing, and fully to be complete and ended, without Impeachment of or for any Manner of Waste, upon Trust that they the said *Edward Ellice* the younger and *Thomas Crosbie William Brand*, and the Survivor of them, his Executors or Administrators, or their or his Assigns, should permit and suffer the Person or Persons to whom the immediate Remainder or Reversion of the Messuages, Farms, Lands, Tenements, and Hereditaments comprised in the said Term of Two hundred Years expectant on the Determination thereof should for the Time being belong to receive and take the Rents, Issues, and Profits of the said Premises until Default should happen to be made by the Space of Sixty Days in the Payment of the said annual Sum or yearly Rent of Three thousand Pounds, or some Part thereof, at the Times and in manner aforesaid; and that in case and so often as the said annual Sum or yearly Rent of Three thousand Pounds, or any Part thereof, should happen to be behind or unpaid by the said Space of Sixty Days, then and so often as the same should happen, upon further Trust that they the said Trustees, or the Survivor of them, his

Executors

Executors or Administrators, or their or his Assigns, (as the Case may be,) should from Time to Time, with and out of the yearly Rents, Issues, and Profits of the Messuages, Farms, Lands, Tenements, and Hereditaments comprised in the said Term of Two hundred Years, or by demising, leasing, or mortgaging the same Messuages, Farms, Lands, Tenements, and Hereditaments, or any of them, or any Part thereof, for all or any Part of the said Term, or by any other reasonable Ways and Means, raise and pay to the said *Juliana Whitbread* and her Assigns the said annual Sum or yearly Rent-charge of Three thousand Pounds, and all Arrears thereof which should be then due and unpaid, or which should afterwards, during their Continuance in Possession, incur, of the said annual Sum or yearly Rent-charge, and all Costs, Charges, and Expences which the said *Juliana Whitbread* or her Assigns, or the said Trustees or Trustee for the Time being, or any of them, should sustain by reason of the Nonpayment thereof, and should pay the Overplus (if any) of the Money raised by the Ways and Means aforesaid to the Person or Persons for the Time being entitled to the said Messuages, Farms, Lands, Tenements, and Hereditaments comprised in the said Term of Two hundred Years, in Remainder or Reversion immediately expectant on the Determination of the same Term; and in the said Indenture is contained a Proviso, that after the Decease of the said *Juliana Whitbread*, and full Payment to her, her Executors, Administrators, or Assigns, of the said annual Sum or yearly Rent-charge of Three thousand Pounds, and of all Arrears thereof, and of all Costs, Charges, and Expences relating to the levying and raising of the same, the said Term of Two hundred Years shall (subject and without Prejudice to any Disposition which shall have been made of the Premises comprised therein, or any of them, for the Purposes aforesaid,) absolutely cease and determine; and by the said Indenture it is provided, and also agreed and declared, that if the Trustees thereby appointed or to be appointed, as therein-after mentioned, or any of them, or their or any of their Executors, Administrators, or Assigns, shall die, or desire to be discharged from, or refuse or decline or become incapable to act in the Trusts thereby in them respectively reposed as aforesaid, before the said Trusts shall be fully executed, then and so often as the same shall happen it shall be lawful for the then surviving or continuing Trustees or Trustee, or the Executors or Administrators of the last surviving or continuing Trustee, but with the Consent in Writing of the said *Samuel Charles Whitbread* during the Minority of the said *Juliana Whitbread*, and with the Consent in Writing of the said *Juliana Whitbread* after she shall have attained her Age of Twenty-one Years, such Consent to be valid whether she shall be Covert or Sole, and while Covert, notwithstanding her Coverture, by any Deed or Deeds, Instrument or Instruments, in Writing, to be by them or him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, from Time to Time to nominate and appoint any other Person or Persons to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid; and so often as any new Trustees shall be nominated and appointed as aforesaid all the Trust Estates and Premises shall be thereupon,

thereupon, with all convenient Speed, assigned and transferred in such Manner and so as that the same shall and may be legally and effectually vested in the Person or Persons so to be appointed as aforesaid, either solely, or jointly with the surviving or continuing Trustee or Trustees, as Occasion shall require, upon and for the Trusts, Intents, and Purposes herein-before declared and contained of and concerning the said Trust Estates and Premises, or such of the said Trusts, Intents, and Purposes as shall be then susbisting and capable of taking effect; and that every Person so to be appointed as aforesaid shall have all the Powers and Authorities of the Trustee in whose Room he shall be substituted; and it is by the said Indenture further provided, agreed, and declared that the said several Trustees thereby appointed and to be appointed as aforesaid, and each and every of them, and the Heirs, Executors, Administrators, and Assigns of them, each and every of them, shall be charged and chargeable respectively for such Monies only as they respectively shall actually receive by virtue of the Trusts thereby in them reposed, notwithstanding their or any of their giving or signing, or joining in giving or signing, any Receipt or Receipts for the sake of Conformity, and any One or more of them shall not be answerable or accountable for the other or others of them, or for involuntary Losses, and also that it shall be lawful for them, with and out of the Monies which shall come to their respective Hands by virtue of the Trusts aforesaid, to retain to and reimburse themselves respectively, and also to allow to their respective Co-trustee or Co-trustees, all Costs, Charges, Damages, and Expences which they or any of them shall or may suffer, sustain, expend, be at, or be put unto in or about the Execution of the aforesaid Trusts, or in relation thereunto: And whereas the said Indenture of Settlement, and the said Jointure Provision therein contained, are reasonable and proper, and beneficial to the said *Juliana Whitbread*, as well as to all Parties interested in the said Settled Estates of which the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, is Tenant in Tail Male as aforesaid; but by reason of the Minority of the said Earl, and his consequent Incapacity by Law of entering into any Contract respecting his Estates, the said Indenture of Settlement and Jointure Provision are voidable, and liable to be defeated by the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, on his attaining the Age of Twenty-one Years, or in the event of the Decease of the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, during his Minority, such Jointure Provision might altogether fail of Effect, and Dower to a much larger Amount attach on the whole of the said Settled Estates in favour of the said *Juliana Whitbread*, and the same Settlement and Jointure Provision cannot be now absolutely confirmed without the Aid and Authority of Parliament: Wherefore the said *Anne Amelia* Countess of *Leicester*, for and on behalf of the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, her infant Son, doth 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 the said Indenture of Settlement

Confirming the Settle-

ment of the Eighteenth Day of *February* One thousand eight hundred and forty-three, and the said annual Sum or yearly Rent-charge of Three thousand Pounds therein contained, and thereby intended to be settled in favour of the said *Juliana Whitbread*, and in bar of her Dower and Thirds, as aforesaid, and the said Term of Two hundred Years intended to be granted or created by the said Indenture, and all and singular the Trusts, Intents, and Purposes, Powers, Provisoes, Agreements, and Declarations expressed and contained in the same Indenture, shall be and the same are hereby absolutely confirmed, and shall, notwithstanding the Minority of the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, be as good, valid, and effectual in the Law, to all Ends, Intents, Constructions, and Purposes whatsoever, as the same or any of them could or would be or have been if the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, had attained the full Age of Twenty-one Years, and had barred his Estate Tail in the said Messuages, Farms, Lands, Tenements, and Hereditaments by the said Indenture intended to be charged with the said annual Sum or yearly Rent of Three thousand Pounds, and the Remainders and Reversion thereon expectant or depending, and acquired a Fee Simple absolute therein, and had then executed the said Indenture, any Law, Statute, or Usage to the contrary thereof in anywise notwithstanding.

ment of 18th Feb. 1843, and Jointure Annuity of 3,000*l.*, absolutely, as if the Earl had attained 21, and barred his Estate Tail.

II. Provided always, and be it further enacted, That in case the said Settled Estates in the said County of *Norfolk*, or any of them, shall become charged with and liable to pay the said Mortgage Debts of Thirty thousand six hundred and sixteen Pounds Eighteen Shillings and Ten-pence Halfpenny, Eleven thousand one hundred Pounds, and Five thousand Pounds, or any of them, or any Part thereof respectively, or the Interest thereof, or any Part thereof respectively, whereby the Rights, Remedies, or Powers of the said *Juliana Whitbread*, her Executors, Administrators, or Assigns, or of the said *Edward Ellice* the younger and *Thomas Crosbie William Brand*, or other the Trustees or Trustee for the Time being of the said Term of Two hundred Years, for recovering or enforcing the Payment of the said annual Sum or yearly Rent-charge of Three thousand Pounds, or any Part thereof, shall or may be in anywise impaired or diminished, then and in such Case it shall be lawful for the said *Juliana Whitbread*, her Executors, Administrators, or Assigns, and the said *Edward Ellice* the younger and *Thomas Crosbie William Brand*, or other the Trustees or Trustee for the Time being of the said Term of Two hundred Years, from Time to Time to resort to the said Settled Estates so charged as aforesaid, or any of them, and to exercise and put in force against the same all and every or any of the same Rights, Remedies, and Powers for the Recovery and enforcing the Payment of the said annual Sum or yearly Rent-charge of Three thousand Pounds, and all Arrears, and all Costs, Charges, and Expences in or about the levying and raising the same, out of such Settled Estates, in the same Manner and as effectually to all Intents and Purposes as if the same Estates had been originally by the said Indenture of Settlement charged with the said annual Sum or yearly Rent-charge of Three thousand Pounds, and com-

Power for Juliana Whitbread or her Trustees to enforce the Payment of the Jointure Annuity in certain Events.

prised in the said Term of Two hundred Years, and such Charges and Term had been confirmed by this Act, any thing in this Act contained to the contrary notwithstanding.

Saving Clause.

III. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, and the Heirs Male of his Body, and the said *Juliana Whitbread*, her Executors, Administrators, and Assigns, and all and every other Persons and Person whose Estates and Interests the said *Thomas William* now Earl of *Leicester*, of *Holkham* in the County of *Norfolk*, could have barred, bound, or affected if he the said Earl had been of the full Age of Twenty--one Years,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Messuages, Farms, Lands, Tenements, and Hereditaments by the said Indenture of the Eighteenth Day of *February* One thousand eight hundred and forty-three intended to be charged with the said annual Sum or yearly Rent-charge of Three thousand Pounds, as they, every or any of them, had before the passing of this Act, or could or might have had and enjoyed in case this Act had not been made.

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

IV. And be it further enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesy 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.

The SCHEDULE referred to by the foregoing Act.

Tenants Names.	Parish.	Quantity.	Term of Years.	Annual Rent.	Apportioned Rent or Value of unsettled Estates.	Annual Land Tax.	Annual Tithe Rent-charge.
		A. R. P.		£ s. d.	£ s. d.	£ s. d.	£ s. d.
Stephen Abbott - -	Dunton-cum-Doughton	1,148 2 30	On Lease for 20 Years from Michaelmas 1838 -	1,320 0 0	- - -	58 5 0	175 5 0
Robert Bircham -	Ditto - - -	534 0 22	Lease 21 Years from Michaelmas 1838 - -	615 0 0	- - -	- - -	
Henry Jacob Overman	Weasenham All Saints, Weasenham Saint Peters, Wellingham and South Rainham.	596 1 24 or thereabouts.	Let with other Lands containing 89 A. 2 R. 13 P. or thereabouts, on Lease for 21 Years expiring 1859, at an entire Rent of - - - -	850 0 0	111 0 0	32 18 0	
James Kindle - -	Weasenham Saint Peters	740 2 9	Agreement expiring Michaelmas 1843 - -	740 0 0	- - -	25 17 4	
John Freeman - -	Weasenham All Saints and Great Massingham.	493 0 0	Agreement - - - - -	612 0 0	- - -	10 10 0	96 4 8
Edward Corbould -	Weasenham All Saints and Weasenham Saint Peters.	491 0 6 or thereabouts.	Let with other Lands containing 4 A. 2 R. 11 P. or thereabouts, on Agreement, at an entire Rent of - - - - -	650 0 0	6 0 0	15 4 4	
W. S. H. Fitzroy -	Weasenham All Saints	318 2 33	Lease 21 Years from Michaelmas 1837 - -	555 0 0	- - -	33 6 0	
W. D. Urban Blyth -	Weasenham All Saints and Wellingham.	584 2 25 or thereabouts.	Let with other Lands containing 2 A. 1 R. 15 P. or thereabouts, on Lease expiring 1843, at an entire Rent of - - - - - -	500 0 0	2 0 0	- - -	
John Ward - -	Castleacre - - -	363 1 34 or thereabouts.	Let with other Lands containing 4 A. 1 R. 28 P. or thereabouts, from Year to Year, at an entire Rent of - - - - -	302 0 0	3 13 0	19 10 0	
John Hudson - -	Ditto - -	508 2 17 or thereabouts.	Let with other Lands containing 136 A. 3 R. 7 P. or thereabouts, on Lease for 21 Years from Michaelmas 1838, at an entire Rent of - -	763 0 0	161 14 0	30 19 4	159 14 9
John Hudson junior -	Ditto and Newton -	793 3 38	Lease for 21 Years from Michaelmas 1838 -	822 15 0	- - -	25 2 2	
Henry Abbott - -	Castleacre - - -	1,201 2 38	Ditto - - - - -	1,384 0 0	- - -	34 12 0	
Robert Withers -	Ditto and Palgrave	43 3 0 or thereabouts.	Let with other Lands containing 5 A. 3 R. 32 P. or thereabouts, from Year to Year, at an entire Rent of - - - - - -	100 0 0	12 0 0	1 0 0	
				9,213 15 0	296 7 0	287 4 2	431 4 5
			Deduct apportioned Rent or Value as above - - -	£296 7 0			
			Land Tax - - - - - -	287 4 2			
			Tithe Rent-charge - - - - - - - -	431 4 5			
				1,014 15 7			
			Total Rent or Value of Settled Estates - - - £	8,198 19 5			

WM. BAKER. WM. BAKER.

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