



ANNO QUADRAGESIMO OCTAVO

GEORGI II. REGIS.

Cap. 75.

An Act for effectuating an Exchange between *Thomas William Coke* Esquire, and the Trustees of his settled Estates. [27th May 1808.]

WHEREAS the Right Honourable *Thomas* late Earl of *Leicester*, duly made and published his last Will and Testament in Writing, dated the Twenty-fifth Day of *May* One thousand seven hundred and fifty-six, and thereby after disposing of a Messuage in the County of *Middlesex*, gave and devised his capital Seat or House at *Holkham* in the County of *Norfolk*, and his Park there; and all and singular his Freehold and Copyhold Manors, Hereditaments, and Real Estates whatsoever, situate in the several Counties of *Norfolk*, *Kent*, *Somerset*, *Oxford*, and in the City of *London*, and elsewhere in *England*, subject to the Incumbrances that should be charged thereon at the Time of his Decease, unto and to the Use of *Sir Matthew Lamb* Baronet, and *Ralph Cauldwell* Gentleman, their Heirs and Assigns; upon Trust out of the Rents and Profits to pay the Jointures, Annuities, Rents, and Interests of Mortgages and Incumbrances that should be charged on the same Premises at the Time of his Decease, so long as the same should be charged thereon; and upon further Trust by Sale or Mortgage to raise so much Money as would pay his Bond and Simple Contract Debts, that his Personal Estate should be deficient in paying; and upon Trust to pay the Residue of the Rents to his Wife *Margaret* Countess of *Leicester* for her Life, and after her Death to pay an Annuity of Two hundred Pounds to his Niece *Ann Roberts* for her Life, and Annuities for Life of One hundred Pounds a-piece to all the younger Sons of his Sister *Ann Roberts*, and also to raise the clear yearly Sum of Three thousand Pounds, and apply the same in paying off and discharging

Will of *Thomas* Earl of *Leicester*, dated May 25, 1756, recited.

[Loc. & Per.]

15 T

the

the Mortgages that should affect his Real Estates at the Time of his Death ; and upon further Trust to pay the Residue of the said Rents and Profits to his said Sister *Ann Roberts* for her separate Use during her Life, and after her Decease he directed that the said capital House, Manors, Hereditaments, and Real Estates, devised to his Trustees should (subject to the Trusts afore-said) be in Trust for his Nephew *Wenman Coke* Esquire, the eldest Son of the said Testator's Sister *Ann Roberts*, for his Life, with Remainder after his Decease, in Trust for *Thomas William Coke* Esquire, then the only Son of the said *Wenman Coke*, and his Assigns, for his Life, without Impeachment of Waste ; with Remainder to the Use of the said Sir *Matthew Lamb* and *Ralph Cauldwell*, and their Heirs, during the Life of the said *Thomas William Coke*, in Trust to preserve Contingent Remainders ; with Remainder in Trust for the first and other Sons of the said *Thomas William Coke* successively in Tail Male ; with Remainder in Trust for all the other Sons of the said *Wenman Coke* successively in Tail Male ; with divers Remainders over ; with the ultimate Remainder in Trust for the right Heirs of the said Testator : And the said Testator thereby gave and devised all his Leasehold Estates of what Nature or Kind soever, unto the said Sir *Matthew Lamb* and *Ralph Cauldwell*, their Heirs, Executors, Administrators, and Assigns, during the Terms he had therein, in Trust for such Purposes and for such Estates, and subject to such Payments, Charges, and Limitations, as he had before expressed and declared concerning the said Freehold and Copyhold Hereditaments, or as near thereto as might be ; and he directed that the Leases should from Time to Time be renewed out of the Rents and Profits of the same Premises, in the Names of the said Sir *Matthew Lamb* and *Ralph Cauldwell*, or the Survivor of them, or his legal Representatives, and that all the new Leases should be upon the like Trusts ; and he appointed the said Sir *Matthew Lamb* and *Ralph Cauldwell* Executors of his Will : And whereas the said *Thomas* Earl of *Leicester* duly made and published a Codicil to his said last Will and Testament, dated the Twentieth Day of *May* One thousand seven hundred and fifty-seven, and thereby, after taking Notice that since the making of his said Will, he had purchased several Estates lying in the Parishes of *Burnhams*, *Wighton*, and elsewhere, in the County of *Norfolk*, he gave and devised the same unto and to the Use of the said Sir *Matthew Lamb* and *Ralph Cauldwell*, their Heirs and Assigns, upon the same Trusts as were by his said last Will and Testament directed concerning his said capital Seat at *Holkham*, and his other Real Estates : And whereas the said Testator's Sister *Ann Roberts* married *Philip Roberts* Esquire, and had Issue only Five Sons (that is to say) the said *Wenman Coke* (formerly *Wenman Roberts*) her eldest Son, and *Philip Roberts*, *William Roberts*, *Edward Roberts*, and *Thomas Roberts* her younger Sons, and died in the Life-time of the said Testator : And whereas the said Testator died in the Year One thousand seven hundred and fifty-nine without Issue, and without having altered or revoked his said Will or Codicil, leaving the said *Wenman Coke* his Heir at Law ; and the said Sir *Matthew Lamb* and *Ralph Cauldwell* proved the said Will and Codicil in the Prerogative Court of *Canterbury* : And whereas all the Annuities given by the said Testator's said Will, have determined by the Death of his said Niece *Ann Roberts*, and by the Deaths of the said *Philip Roberts*, *William Roberts*, *Edward Roberts*, and *Thomas Roberts* : And whereas the Bond and Simple Contract Debts of the said Testator, which his Personal Estate was insufficient to pay, amounted to the Sum of Thirty thousand six hundred and sixteen Pounds Eighteen Shillings and Ten-pence Halfpenny, which Sum

the said Sir *Matthew Lamb* and *Ralph Cauldwell*, in the Year One thousand seven hundred and sixty-five, raised by a Mortgage of Part of the said Testator's Estates, for the Term of One thousand Years: And whereas the said *Margaret Countess of Leicester* died in the Year One thousand seven hundred and seventy-five, and the said *Wenman Coke* died in the Year One thousand seven hundred and seventy-six, leaving the said *Thomas William Coke* and *Edward Coke* Esquire, his only Sons, and no other Issue Male: And whereas the said Sir *Matthew Lamb* died in the Year One thousand seven hundred and sixty-eight: And whereas by Indentures of Lease and Release, dated the Twenty-first and Twenty-second Days of *January* One thousand seven hundred and eighty-two, the Release made between the said *Ralph Cauldwell* of the First Part, the said *Thomas William Coke* of the Second Part, *Edward Coke* Esquire, of the Third Part, and *James Dutton* Esquire, (now the Right Honourable *James Lord Sherborne*) and *Thomas Master* of *Cirencester*, in the County of *Gloucester*, Esquire, of the Fourth Part; the said *Ralph Cauldwell* released, conveyed, and assigned all the said Testator's Freehold Estates, and his Leasehold Estates in the County of *Norfolk*, unto and to the Use of the said *James Lord Sherborne* and *Thomas Master*, their Heirs, Executors, Administrators, and Assigns respectively, upon the Trusts directed concerning the same, by the said Testator's said Will and Codicil: And whereas by Indenture of Bargain and Sale inrolled, dated the Twenty-eighth Day of *February* One thousand seven hundred and eighty-two, and made between the said *Thomas William Coke* and *Edward Coke* of the First Part; *Thomas Dunn* Gentleman, of the Second Part; and *John Gay* Esquire, of the Third Part; and by a Common Recovery suffered in pursuance of the said Indenture of Bargain and Sale, wherein the said *Edward Coke* was vouched, the equitable Estate Tail of the said *Edward Coke*, and the Remainders over of and in all the Freehold Hereditaments in the County of *Norfolk*, devised by the said Will and Codicil, were barred; and the said Recovery was declared to enure, in the First Place, for corroborating and confirming the several Uses, Estates, and Trusts limited by the said Will and Codicil, prior to the Limitation to the Second Son of the said *Wenman Coke* in Tail Male, and subject thereto, to such Uses, and upon such Trusts, as the said *Thomas William Coke* and *Edward Coke* should jointly limit or appoint, with Remainders over in Default of such joint Limitation or Appointment: And by the same Indenture of Bargain and Sale, it was witnessed, that the said *Thomas William Coke* and *Edward Coke* assigned to the said *Thomas Dunn*, his Executors, Administrators, and Assigns, all the Leasehold Estates which they were entitled unto by virtue of the said Will and Codicil of the said *Thomas Earl of Leicester*, in Trust, for such Intents and Purposes as were by the same Indenture declared concerning the said Freehold Hereditaments, or as near thereto as the Nature of the said Leasehold Estates would admit: And whereas by Indentures of Lease and Appointment, and Release, dated the Sixth and Seventh Days of *April* One thousand seven hundred and ninety-two, the Release made between the said *Thomas William Coke* of the First Part; the said *Edward Coke* of the Second Part; *William Colboun* Esquire, and *Grace Coke*, (then *Grace Colboun Spinster*) of the Third Part; the said *James Lord Sherborne* and *Ralph Dutton* Esquire, of the Fourth Part; Sir *John Lombe* Baronet, and *Anthony Hammond* Esquire, of the Fifth Part; *Thomas Master* the younger, Esquire, and *Gustavus Lambart* Esquire, of the Sixth Part; *Edward Parson* Esquire, and *William Woodley* Esquire, of the Seventh Part; the Right Honourable

Indentures
dated 21st
and 22d Jan.
1782.

Indenture
dated Feb. 28,
1782.

Indentures
dated 6th and
7th April,
1792.

Honourable *Charles Earl Manvers*, then *Charles Pierrepont Esquire*, therein named by Mistake *Evelyn Pierrepont Esquire*, *John Harrison Esquire*, therein named by Mistake *Thomas Harrison Esquire*, *Edmund Rolfe the elder, Esquire*, and the said *Thomas Dunn*, of the Eighth Part; and *Edmund Rolfe the younger, Esquire*, and *William Windham Esquire*, of the Ninth Part; being the Settlement made prior to the Marriage then intended and soon after had between the said *Edward Coke* and *Grace Coke* his Wife; it was witnessed, that the said *Thomas William Coke* and *Edward Coke* did jointly limit, appoint, grant, and release the said capital Seat or House and Park at *Holkham*, and all other the Freehold Manors and Hereditaments in the Counties of *Norfolk* and *Oxford*, devised by the said Will and Codicil, together with divers other Freehold Hereditaments in the said County of *Norfolk*, (subject to the Uses, Estates and Trusts, limited by the said Will prior to the Limitation in Trust for the Second Son of the said *Wenman Coke* in Tail Male) from and after the Solemnization of the said Marriage, to the Use of the said *Thomas Master the younger*, and *Gustavus Lambart*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, upon Trust, for raising any Sum not exceeding Twenty thousand Pounds, to be applied as the said *Thomas William Coke* should appoint; and after the Decease of the said *Thomas William Coke*, upon further Trust for raising any Sum not exceeding Twenty thousand Pounds, to be applied as the said *Edward Coke* should appoint; with Remainder to the Use that *Jane* the Wife of the said *Thomas William Coke* in case she should survive her Husband, might receive a clear yearly Rent Charge of Five hundred Pounds during her Life; with Remainder to the Use of the said *Sir John Lombe* and *Anthony Hammond*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, upon Trust for better securing the said yearly Rent Charge; with Remainder to the Use of the said *Edward Coke* and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of Trustees during his Life, upon Trust to preserve Contingent Remainders; with Remainder to the Use that the said *Grace Coke*, and her Assigns, in case she should survive the said *Edward Coke*, might, during her Life, receive for her Jointure and in lieu of Dower a clear yearly Rent Charge of Two thousand Pounds, to be paid Half-yearly, with Powers of Distress and Entry on Non-payment thereof; with Remainder to the Use of the said *Edward Parson* and *William Woodley*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, upon Trust for better securing the same yearly Rent Charge; with Remainder to the Use of the said *Charles Earl Manvers*, *John Harrison*, *Edmund Rolfe the elder*, and *Thomas Dunn*, their Executors, Administrators, and Assigns, for the Term of One thousand five hundred Years, upon Trust for raising Portions for the Children of the said Marriage, other than an eldest or only Son (that is to say) if One such Child, the Sum of Twelve thousand Pounds; if Two such Children, the Sum of Twenty-two thousand Pounds; if Three such Children, the Sum of Thirty-two thousand Pounds; and if Four or more such Children, the Sum of Forty-two thousand Pounds; with Remainder to the Use of the said *Edmund Rolfe the younger*, and *William Windham*, their Executors, Administrators, and Assigns, for the Term of Two thousand Years, upon Trust for raising out of the Rents and Profits of the Premises comprized therein, the clear yearly Sum of Three thousand Pounds, to be applied as a Sinking Fund, in discharge of the Mortgages and Charges that should affect the same Premises, by virtue of the Trusts of the

the said last mentioned Term of One thousand Years, and the said Term of One thousand five hundred Years; with Remainder to the Use of the first and other Sons of the said Marriage successively in Tail Male; with Remainder to the Use of the first and other Sons of the said *Edward Coke* by any after taken Wife, successively in Tail Male; with Remainder to the Use of such Persons, for such Estates, and upon and for such Trusts, Intents, and Purposes, as the said *Thomas William Coke* and *Edward Coke* should jointly appoint; with divers Remainders over, in Default of and subject to such joint Appointment: And in the same Indenture of Appointment and Release there is contained a Power to the said *James Lord Sherborne* and *Ralph Dutton*, and the Survivor of them, and the Executors and Administrators of such Survivor after the Decease of the said *Thomas William Coke*, and Failure of his Issue Male, to exchange all or any Part of the said settled Estates, for any other Hereditaments situate in *England* or *Wales*; and by the same Indenture of Appointment and Release, the said *Thomas William Coke* and *Edward Coke* appointed that the said *Thomas Dunn*, his Executors, Administrators, and Assigns, should stand possessed of the Leasehold Estates expressed to be assigned by the said Indenture of Bargain and Sale, (except certain Leaseholds in the County of *Somerset*) in Trust, that the same might go along with the Freehold Hereditaments, by the same Indenture of Appointment and Release appointed, granted, and released, as far as the Nature of the said Leasehold Estates would admit: And whereas the said *Jane Coke*, *Ralph Dutton*, *William Woodley*, and *Thomas Dunn*, are all dead, and the said *Thomas William Coke* has no Issue Male: And whereas the said *Edward Coke* intermarried with the said *Grace Colboun*, and has Issue only Four Children, namely, *Thomas William Coke* the Younger, *Edward Ralph Coke*, *Eliza Grace Coke*, and *Maria Jane Coke*, who are all Infants: And whereas Part of the said settled Estates consists of a Parcel of Land in the Parish of *Bylaugh*, in the County of *Norfolk*, called the Glebe Lands, Tythe free, containing Seventeen Acres and Sixteen Perches, and of the Tythes of One thousand two hundred and sixty-eight Acres of cultivated Land, or thereabouts, in the same Parish, belonging to the said Sir *John Lombe*, and in the several Occupations of *James Blomfield*, and *James Warne*; and of One hundred and ninety Acres, or thereabouts, of Heath Land, in the Occupation of *William Blomfield*, and of Thirty Acres of Plantation and Rights of Common, in the Occupation of Sir *John Lombe* Baronet, in the said Parish; and also of the Advowson, or Right of Presentation, to the perpetual Curacy of the said Parish of *Bylaugh*: And whereas the said Glebe Lands in the Parish of *Bylaugh*, Tythes, Heath Land, Rights of Common, and Advowson, were comprised in the said Mortgage Term of One thousand Years, but have been released therefrom, and the same are not subject to any Mortgage, Annuity, Rent, Jointure, or Incumbrance, created prior to the Death of the said *Thomas Earl of Leicester*: And whereas the said *Thomas William Coke* is seised in Fee Simple, free from Incumbrances, (except a Lease for Twenty-one Years, made by Indenture dated the Third Day of May One thousand seven hundred and ninety-nine, to commence from the Day of the Date thereof,) of a Freehold Estate, called the *Peterstone Estate*, consisting of the Scite of the Manor of *Peterstone*, a Farm House, Barn, Stable, and other Buildings, and several Pieces of Land, lying dispersed in the Parishes of *Peterstone*, *Holkham*, *Edgemore*, *Barsham Creeke*, *Burnham Thorpe*, *Burnham Overy*, and *South Creek*, in the County

[Loc. & Per.] 15 U of

of *Norfolk*, containing Four hundred and sixty-three Acres and thirty Perches, and a Sheepwalk for Two hundred and twenty-five Sheep, in the Parish of *Holkham*, and a Portion of Tythes in the Parish of *Burnham*; and is also seised in Fee Simple, free from Incumbrances, of a Freehold Estate called the *Bendy Estate*, consisting of several Parcels of Land, lying dispersed in the Parishes of *Burnham Sutton*, *Burnham Ulph*, *Burnham Thorpe*, and *Burnham Westgate*, in the County of *Norfolk*, containing Fifty-four Acres and Thirteen Perches; and is also seised in Fee Simple, free from Incumbrances, of several Parcels of Freehold Land, lying dispersed in the said Parish of *Burnham Sutton*, containing Fourteen Acres lately Parcel of the Glebe Land belonging to the Rectory of *Burnham Saint Alberts*, otherwise *Burnham Sutton*, and the Mediety of the Rectory of *Burnham All Saints*, otherwise *Ulph*, annexed, in the County of *Norfolk*: And whereas the said *Thomas Earl of Leicester*, at the Time of his Death, was possessed of a Lease for Years of the said *Peterstone Estate*, under the Bishop of *Norwich*, the then Owner of that Estate, which Lease was from Time to Time renewed, pursuant to the Trusts of the Will of the said *Thomas Earl of Leicester*, and the last renewed Lease was the said Lease for Twenty-one Years, which was made by the Bishop of *Norwich* to the said *Thomas William Coke*, and the same was afterwards merged at Law by the Conveyance of the Freehold and Inheritance of the same Estate, to the said *Thomas William Coke*: And whereas the said Glebe Lands in the Parish of *Bylaugh*, and the said Tythes in the same Parish, and the said Rights of Common, are now let to several Tenants, at several yearly Rents, amounting together to the Sum of One hundred and fifty-one Pounds twelve Shillings and Sixpence, clear of all Taxes and Deductions, and the same Premises are of the clear yearly Value of Two hundred and sixteen Pounds Seventeen Shillings, and the said Advowson is estimated to be now of the Value of Three hundred and ten Pounds: And whereas the said *Peterstone Estate* has usually been and is now kept in Hand, but is of the clear yearly Value of Three hundred and fifty-four Pounds Fifteen Shillings, and the said *Bendy Estate* is let to a Tenant at the yearly Rent of Fifty-two Pounds Ten Shillings, clear of all Taxes and Deductions, and is of the clear yearly Value of Thirty-five Pounds Thirteen Shillings; and the said Parcels of Land, containing together Fourteen Acres, are let to a Tenant at the yearly Rent of Ten Pounds Four Shillings, clear of all Taxes and Deductions, and are of the clear yearly Value of Seven Pounds Ten Shillings and Ten-pence: And whereas the Timber standing upon the said Glebe Lands in the Parish of *Bylaugh*, is estimated to be of the Value of Eleven Pounds Fourteen Shillings: And whereas there is Reason to believe, that there are many Timber Trees growing upon the Lands in the said *Peterstone Estate* of great Value, but the same Lands lie so much intermixed with the said settled Estates, being chiefly situate in the said Park at *Holkham*, that it is impossible to ascertain the Quantity of Timber growing thereon: And whereas the said Parish of *Bylaugh* lies at an inconvenient Distance from the said Mansion-house at *Holkham*, and the Bulk of the said settled Estates, but the said *Peterstone* and *Bendy Estates*, and the said Parcels of Land, containing together Fourteen Acres, lie near to the said Mansion-house, and are greatly intermixed with the said settled Estates at *Holkham*: And whereas it would be of manifest Convenience and Advantage to the said *Thomas William Coke* and *Edward Coke*, and to the Persons who may hereafter be entitled in Remainder to the said settled Estates; and the said *Thomas William Coke* and *Edward Coke* are therefore desirous, that the said Glebe Lands in the

Parish of *Bylaugh*, and the said Tythes in the same Parish, Rights of Common, and Advowson, should be exchanged for the said *Peterstone* and *Bendy* Estates, and the said Parcels of Land containing Fourteen Acres: But, inasmuch as by Reason of the Limitations contained in the said Will of the said *Thomas* Earl of *Leicester*, and in the said Indentures of the Twenty-second Day of *January* One thousand seven hundred and eighty-two, and the Seventh Day of *April* One thousand seven hundred and ninety-two, the said Desire cannot be effected without the Aid and Authority of Parliament; therefore Your Majesty's most dutiful and loyal Subjects, the said *Thomas William Coke*, on Behalf of himself, and the said *Edward Coke* and *Grace* his Wife, on Behalf of themselves and their said Infant Children, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of this Act, all and singular the Parcels of Land in the Parish of *Bylaugh*, in the County of *Norfolk*, containing Seventeen Acres and Sixteen Perches, and the Tythes in the same Parish, Rights of Common, and Advowson, which are described and comprized in the First Schedule to this Act, being Part of the Hereditaments comprized in the said Will, Codicil, and Indentures, with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of all and singular the same Premises, shall be vested in and settled upon, and the same are hereby vested in and settled upon the said *Thomas William Coke*, his Heirs and Assigns, to the Use and Behoof of him the said *Thomas William Coke*, his Heirs and Assigns for ever; freed and discharged, and absolutely acquitted and exonerated of, from, and against, all and every the Use or Uses, Trusts, Estates, Limitations, Powers, Provisoos, and Declarations, in and by the said recited Will and Codicil of the said *Thomas* Earl of *Leicester*, and the said Indentures of the Twenty-second Day of *January* One thousand seven hundred and eighty-two, the Twenty-eighth Day of *February* One thousand seven hundred and eighty-two, and the Seventh Day of *April* One thousand seven hundred and ninety-two, or any of them, limited, expressed, and declared, of and concerning the same, in lieu of and in Exchange for the Parcels of Land and Hereditaments of the said *Thomas William Coke* herein-after mentioned.

The settled
Estate in *Bylaugh* vested
in T. W.
Coke, Esq.

II. And be it further enacted, That from and immediately after the passing of this Act; all and singular the Scite of the Manor of *Peterstone*, Farm House, Barns, Stable, Buildings, and Parcels of Land, in the Parishes of *Peterstone*, *Holkham*, *Edgemore*, *Barsham Creeke*, *Burnham Thorpe*, *Burnham Overy*, *Scuth Creek*, *Burnham Sutton*, *Burnham Ulph*, and *Burnham Westgate*, Portion of Tithes in *Burnham*, and Sheepwalk for Two hundred and twenty-five Sheep in *Holkham*, which are particularly described in the Second Schedule to this Act, together with all and every the Rights, Members, and Appurtenances thereunto belonging, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of all and singular the same Premises, shall be and stand settled and assured, and remain and continue, and the same are hereby settled and assured, and declared to remain and continue, freed and discharged of and from all the Estate, Right, Title, Interest, Claim, and Demand of the said *Thomas William Coke*, and his Heirs; but nevertheless to the Use of the said *James* Lord *Sherborne* and *Thomas Master*, their Heirs and Assigns for ever; upon and

The unsettled
Estates settled.

and for and subject to such and so many of the Trusts, Ends, Intents, and Purposes, Powers, Provisoos, Limitations, and Declarations, in and by the said Will and Codicil of the said *Thomas Earl of Leicester*, and the said Indentures of the Twenty-second Day of *January* One thousand seven hundred and eighty-two, and Twenty-eighth Day of *February* One thousand seven hundred and eighty-two, and the Seventh Day of *April* One thousand seven hundred and ninety-two, limited, expressed, and declared of and concerning the Lands, Tythes, and Hereditaments hereby vested in the said *Thomas William Coke*, his Heirs and Assigns as aforesaid, as are now in being, undetermined and capable of taking Effect, in lieu of and in Exchange for the said Lands, Tythes, and Hereditaments, heretofore Part of the said settled Estates.

Relief in case
of Eviction.

III. And be it further enacted, That if any of the said Lands, Tythes, and Hereditaments respectively herein-before limited, settled, and assured as aforesaid, or any Part or Parts thereof respectively shall at any Time or Times hereafter be lawfully evicted or taken away, out of the Possession of the Person or Persons, his or their respective Heirs or Assigns, in or upon whom, or to whose Use, the same Premises are by this Act respectively settled and limited, by any Right or Title precedent to the passing of this Act; then and from thenceforth it shall and may be lawful to and for all and every the Person and Persons, and his or their Heirs or Assigns, out of whose Possession such Premises shall be so lawfully evicted and taken away, from and immediately after such Eviction, or taking away of the Possession of the said Premises respectively, or any Part thereof as aforesaid, to enter into the several Lands, Tythes, and Hereditaments, hereby settled and assured, in lieu of and in Exchange for the said Lands, Tythes, and Hereditaments which shall be so lawfully evicted or taken away; and the same to have, hold, and enjoy again, as in his, her, or their first and former Estate; any Thing herein-before contained to the contrary thereof in anywise notwithstanding.

General
Saving.

IV. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators respectively, (other than and except the said *Thomas William Coke*, and his first and other Sons, and the Heirs Male of the several and respective Bodies of such first and other Sons, and the Heirs and Assigns of the said *Thomas William Coke*, and the said *Edward Coke*, and his present and future Sons, and the Heirs Male of the several and respective Bodies of such present and future Sons, and the said *Grace Coke*, and her Assigns, and the present and future Children of the said *Edward Coke* and *Grace Coke*, and the Appointee or Appointees of the said *Thomas William Coke* and *Edward Coke*, his, her, or their Heirs, Executors, Administrators, and Assigns, and the Trustees appointed, or to be appointed, by or pursuant to the said Indenture of the Seventh Day of *April* One thousand seven hundred and ninety-two, and their respective Heirs, Executors, Administrators, and Assigns, and the said *James Lord Sherborne* and *Thomas Master*, their Heirs and Assigns, and all other Persons claiming any Estate, Right, or Interest, under the Limitations contained in the said recited Will and Codicil, and the said recited Indentures of Release, and Bargain and Sale, all such Estate, Right, Title, Interest, Claim, and Demand, of, in, to, and out of the Lands, Tythes, and Hereditaments hereby limited, vested,

vested, settled, and assured as aforesaid, as they, every, or any of them, had before the passing of this Act, or could or might have had, held, or enjoyed, in case this Act had not been made.

V. And be it further enacted, This Act shall be printed by the Printer Evidence. to the King's most Excellent Majesty, and a Copy thereof so printed, shall be admitted as Evidence thereof, by all Judges, Justices, and others.

The FIRST SCHEDULE to which the foregoing Act refers.

Tenants Names.	DESCRIPTIONS.	Quantities.	Yearly Rent.	Yearly Value.
		A. R. P.	£ s. d.	£ s. d.
James Warne	The Glebe Lands, Tythe free	17 0 16	12 16 0	240 17 0
Do.	The Tythes of Three hundred and seventy-three Acres, in the Occupation of the said James Warne	- -	47 19 0	
James Blomfield	The Tythes of One hundred and seventy-four Acres, in the Occupation of the said James Blomfield	- -	9 9 0	
William Blomfield	The Tythes of Seven hundred and twenty-one Acres, in the Occupation of the said William Blomfield	- -	76 18 6	
Do.	The Tythes of Heath Land about One hundred and ninety Acres	- -	- - -	
In Hand	Plantations about Thirty Acres	- -	- - -	
Do.	Rights of Common	- -	4 10 0	
Total yearly Rents		- -	151 12 6	
Total yearly Value		- -	- - -	240 17 0
ANNUAL OUTGOINGS.				
Supposed Apportionment of Land Tax		- -	12 0 0	
Stipend to the Curate of Bylaugh		- -	12 0 0	24 0 0
Net yearly Value		- -	- - -	216 17 0
The Advowson, or Right of Presentation to the Perpetual Curacy of the Parish of Bylaugh, subject to the present Incumbency of the Reverend Mr. Lloyd, aged 62—worth in Fee Simple Three hundred and ten Pounds.				
Value of Timber on the Glebe Lands—Eleven Pounds and Fourteen Shillings.				

As to Quantity, yearly Value, yearly Rents, and Value of the Advowson and Timber,

N. Kent.

The SECOND SCHEDULE to which the foregoing Act refers,

Containing the Particulars of the Peterstone and Bendy Estates, and Fourteen Acres of Glebe Land before mentioned, with the annual Rent and annual Value thereof.

Tenants Names.	DESCRIPTION.	Quantity.	Yearly Rent.	Yearly Value.	
		A. R. P.	£ s. d.	£ s. d.	£ s. d.
In Hand	FIRST.—The Peterstone Estate, consisting of the Scite of the Manor of Peterstone, Farm House, Barns, Stable, and other Buildings, and several Pieces of Land in the Parishes of Peterstone, Holkham, Edgemore, Barham Creeke, Burnham Thorpe, Burnham Overy, and South Creek	463 0 30	- - -	346 10 6	
In Hand	A Sheep Walk for Two hundred and twenty-five Sheep, in Holkham	- - -	- - -	28 2 6	
In Hand	A Portion of Tythes in Burnham			374 13 0	
	ANNUAL OUTGOINGS.				
	Supposed Apportionment of Land Tax.	- - -	- - -	19 18 0	
			Net yearly Value		354 15 0
Robert Overman	SECOND.—The Bendy Estate, consisting of several Parcels of Land in the Parishes of Burnham Sutton, Burnham Ulph, Burnham Thorpe, and Burnham Westgate	54 0 13	52 10 0	41 1 0	
	ANNUAL OUTGOINGS.				
	Land Tax	- - -	- - -	5 8 0	
			Net yearly Value		35 13 0
Do.	THIRD.—The Glebe Land of the Rectory of Burnham Saint Alberts	14 0 0	10 14 0	- - -	7 10 10
	Discharged of Land Tax.				
	Total yearly Rents	- - -	63 4 0	Total yearly Value }	421 15 4

There is a great deal of Timber on the Peterstone Estate, but it lies so much intermixed with the Settled Estates, that the Value of the Timber cannot be ascertained,

As to the yearly Rents and Value,

N. Kent.

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100