

# CHAPEL - ABSTRACT OF TITLE

Manor of the North Walsham **Abstract of the Title** to a piece of Land and copyhold of this Manor

19<sup>th</sup> Oct 1762 At a Court then held it was found by the homage that on the 8<sup>th</sup> Oct 1762 Francis Bullen a copyhold tenant out of Court surrendered

All and every his messuages lands tenements and hereditaments whatsoever holden of said Manor by copy of Court Roll with their appurtenances

To their intent the Lord would regrant the same

To the use of him the said Francis Bullen and his assigns for the term of his natural life and from and after his decease

To the use of Sarah the wife of said Francis Bullen and her assigns for the term of her natural life and from and after the decease of said Francis Bullen and Sarah his wife and the decease of the longer liver of them

To the use of Sarah Bullen and Willoughby Bullen the daughters of said Francis Bullen & their heirs in such shares and proportions as said Francis Bullen by his last will and testament in writing should order direct & appoint and for want of such direction or appointment

To the use of said Sarah & Willoughby the daughters their heirs and assigns equally to be divided between them as tenants in common and not as joint tenants But in case said Sarah and Willoughby the daughters should both of them depart this life without leaving issue of their or either of their bodies lawfully begotten

Then to the use of said Francis Bullen his heirs and assigns for ever

And the Lord of the said Manor having in himself seizin of the premises did regrant to said Francis Bullen all and every the premises aforesaid viz (inter alia)

All those 3 acres of copyhold land formally of Henry Scarborough

Which premises said Francis Bullen had and took up to him and his heirs at a Court held 9 November 1743 from the surrender of William Spanton

To hold to said Francis Bullen and his assigns for the term of his natural life and from and after his decease then

To the use of Sarah the wife of said Francis Bullen and her assigns for the term of her natural life and from and after the decease of said Francis Bullen and Sarah his wife and the decease of the longer liver of them Then

To the use of Sarah and Willoughby Bullen the daughters of said Francis Bullen and their heirs in such shares and proportions as said Francis Bullen by his last will and testament in writing should order direct and appoint and for want of such direction or appointment then

To the use of said Sarah and Willoughby the daughters and their heirs and assigns equally to be divided between them as tenants in common and not as joint tenants But in case said Sarah and Willoughby the daughters should both of them depart this life without leaving issue of their or either of their bodies lawfully begotten then

To the use of said Francis Bullen his heirs and assigns for ever according to the form and effect of said surrender at the will of the Lord

28<sup>th</sup> Oct 1766 At a Court then held it was presented by the homage that on the 5<sup>th</sup> day of March 1766 said Francis Bullen out of Court surrendered

All and every his messuages lands tenements and hereditaments whatsoever holden of said Manor by copy of Court Roll.

To the use of Rice Robert Wade of North Walsham aforesaid his heirs and assigns

Upon condition to be void on payment by said Francis Bullen his heirs executors or administrators to said Rice Robert Wade his executors administrators or assigns of the sum of £30 with lawful interest for the same on the 25<sup>th</sup> December then next

8<sup>th</sup> Aug 1785 At a Court then held

After reciting the admission of said Francis Bullen at a Court held 9<sup>th</sup> November 1743 and the surrender passed by said Francis Bullen to the uses aforesaid this admission thereupon at said Court held 19<sup>th</sup> October 1762

And reciting that at a Court held 25<sup>th</sup> November 1783 and the death of said Francis Bullen was presented

The said Sarah the widow of said Francis Bullen prayed to be and was admitted tenant (inter alia).

To the premises last hereinbefore described

To hold to said Sarah Bullen and her assigns for the term of her natural life according to the form and effect of said surrender at the will of the Lord

22<sup>nd</sup> April 1801 At a Court then held

After reciting that at a Court held the 28<sup>th</sup> October 1800 the death of said Sarah Bullen was presented Sarah the wife of Cubitt Gray then late of Southrepps and then of Mundesley in said County of Norfolk Gentleman (one of the two daughters and of coheirs of said Francis Bullen) prayed to be and was admitted tenant

To a moiety of and in (inter alia) The premises last hereinbefore described to hold to said Sarah Gray her heirs and assigns for ever at the will of the Lord.

At same Court Said Cubitt Gray and Sarah his wife (she being first secretly examined and consenting) surrendered

The said moiety of and in (inter alia)

The premises last hereinbefore described

To the use of John Smith of Cley next the sea in said County of Norfolk Gentleman his heirs and assigns

To the intent that a common recovery might be suffered of said premises according to the custom of said Manor

And the said John Smith was thereupon admitted tenant to the same

To hold to him and his heirs according to the form and effect of said surrender at the will of the Lord

And immediately afterwards a common recovery was duly suffered of said premises by the description of

Seven acres of meadow and four acres of pasture in North Walsham in which recovery John Payne was demandant said John Smith was tenant said Cubitt Gray and Sarah his wife were 1<sup>st</sup> vouchees and Soloman Bear was common vouchee and after said recovery was duly suffered said Sarah Gray was admitted tenant on the surrender of the demandant therein to the said moiety of said premises

To hold to said Sarah Gray her heirs and assigns for ever at the will of the Lord

At same Court The said Cubitt Gray and Sarah his wife (she being first secretly examined and consenting) surrendered

All and every the messuages lands tenements and hereditaments parts and shares of messuages lands tenements and hereditaments whatsoever of them the said Cubitt Gray and Sarah his wife or either of them holden of said Manor by copy of Court Roll with their appurtenances

To the intent that the Lord of said Manor would regrant the same

To the use of such person or persons and for such estate or estates use or uses interest or interests in trust or otherwise and for such ends intents and purposes with or without power of reversion and new appointment and subject to such provisions and other powers and conditions payments limitations and restrictions and in such manner as said Cubitt Gray and Sarah his wife at any time or times thereafter and from time to time during their joint lives by any deed or deeds instrument or instruments in writing to be by them jointly duly executed in the presence of and attested by 2 or more credible witnesses or by any surrender or surrenders to be by them jointly duly made and passed should limit direct or appoint and for want of such direction limitation order or appointment then as the survivor of them said Cubitt Gray and Sarah his wife by such deed or deeds instrument or instruments surrender or surrenders duly executed made or passed by him or her in manner as aforesaid or by his or her last will and testament in writing or any writings in the nature thereof or purporting so to be or any codicil or codicils there to be by him or her signed and published as such in the presence of and attested by the like number of witnesses should limit direct order or appoint give or devise the same or any part thereof and for want of all such limitation direction order appointment gift or devise

To the use of said Cubitt Gray and Sarah his wife and their assigns for the term of their natural lives and the life of the longer liver of them then

To the use of the right heirs of the survivor of them for ever

And thereupon said Cubitt Gray and Sarah his wife prayed to be and were admitted tenants

To the aforesaid moiety of and in (inter alia)

The premises last hereinbefore described

To hold to said Cubitt Gray and Sarah his wife and for the term for their natural lives and the life of the longer liver of them and from and after the decease of the survivor of them then to the right heirs of the survivor of them for ever according to the form and effect and said surrender at the will of the Lord

At same Court The said Cubitt Gray and Sarah his wife (she being first secretly examined and consenting) surrendered

All and every the messuages lands tenements and hereditaments whatsoever of them to the said Cubitt Gray and Sarah his wife or either of them holden of said Manor by copy of Court Roll with their appurtenances

To the use of said John Smith his heirs and assigns for ever

Upon condition to be void on payment by said Cubitt Gray and Sarah his wife or either of them their or either of their heirs executors and administrators unto said John Smith his executors, administrators and assigns of the sum of £250 with lawful interest for the same on the 22<sup>nd</sup> day of October there next

At same Court After reciting the death of said Sarah Bullen (the mother) Willoughby then late the wife of James Kirkpatrick but then the wife of Robert Ward of the city of Norwich Sadler (one of the two daughters and coheirs of said Francis Bullen) by Thomas Carter her attorney prayed to be and was admitted tenant

To the other moiety of and in (inter alia)

The premises last hereinbefore described

To hold to said Willoughby Ward her heirs and assigns for ever at the will of the Lord.

11<sup>th</sup> June 1801 At a Court then held said Robert Ward and Willoughby his wife (she being first secretly examined and consenting) surrendered the last mentioned moiety of and in (inter alia)

The premises last hereinbefore described

To the use of William Forster of the city of Norwich Gentleman his heirs and assigns for ever

To the intent that a common recovery might be suffered of said premises according to the custom of said Manor

And thereupon the said William Forster was admitted tenant to the same

To hold to him and his heirs according to the form and effect of said surrender at the will of the Lord

And immediately afterwards a common recovery was duly suffered of said premises by the description of

Seven acres of land 7 acres of meadow and 4 acres of pasture in North Walsham

In which recovery John Payne was demandant said William Forster was tenant said Robert Ward and Willoughby his wife were first vouchees and said Solomon Bear was common vouchee and after said recovery was duly suffered said Robert Ward was admitted tenant on the surrender of the demandant therein to the last mentioned moiety of said premises

To hold to said Robert Ward his heirs and assigns for ever at the will of the Lord

At same Court The said Robert Ward surrendered

All and every his and messuages lands tenements and hereditaments parts and shares of messuages lands tenements and hereditaments whatsoever holden of the said Manor by copy of Court Roll of the appurtenances

To the use of his last will and testament declared or to be declared

17<sup>th</sup> Nov 1801 At a Court then held it was presented by the homage that on the 29<sup>th</sup> day of August 1801 said Cubitt Gray and Sarah his wife (she being 1st secretly examined and consenting) out of Court surrendered

All and singular the messuages lands tenements and hereditaments of them said Cubitt Gray and Sarah his wife parts and shares of messuages lands tenements and hereditaments of them the said Cubitt Gray and Sarah his wife parts and shares of messuages lands tenements and hereditaments whatsoever of each or either of them holden of said Manor by copy of Court Roll with their appurtenances.

To the use of William Clarke of Swafield in the County of Norfolk Farmer his heirs and assigns for ever

Upon condition to be void on payment by said Cubitt Gray and Sarah his wife or either of them their or either of their executors administrators or assigns unto said William Clarke his executors administrators or assigns of the sum of £300 and interest for the same rate of £5 for

£100 for a year on the 28th day of February then next (being the same sum of money and interest secured to be paid by a certain indenture of release and appointment of 3 parts bearing even date with said surrender and made between said John Smith of the 1<sup>st</sup> part said Cubitt Gray and Sarah his wife of the 2nd part and said William Clarke of the 3rd part

At same Court A warrant under the hand of said John Smith to enter satisfaction upon all and every conditional surrender and surrenders passed to his use by said Cubitt Gray and Sarah his wife was presented and entered

2<sup>nd</sup> June 1803 At a Court then held it was presented by the homage that on the 6th day of January 1803 said Cubitt Gray and Sarah his wife and Robert Ward and Willoughby his wife (the said Sarah and Willoughby being first secretly examined and consenting) out of Court surrendered

All those the aforesaid 3 acres of copyhold land formally of Henry Scarborough

To the use of William Shephard his heirs and assigns

Who thereupon prayed to be and was admitted tenant

To the premises so to him secured as aforesaid

To hold to said William Shephard his heirs and assigns for ever according to the form and effect of said surrender of the will of the Lord

At same Court The said William Shephard surrendered

All and every his messuages lands tenements and hereditaments whatsoever holden of the said Manor by copy of the Court Roll

To the use of his last will and testament declared or to be declared

At same Court A warrant under the hand of said William Clarke to enter satisfaction and upon said conditional surrender passed to his use by said Cubitt Gray and Sarah his wife was presented and entered.

4<sup>th</sup> May 1810 At a Court then held it was presented by the homage that on the 3<sup>rd</sup> day of the then present month of May said William Shephard out of Court surrendered

All and every his messuages lands tenements and hereditaments whatsoever holden of said Manor by copy of Court Roll with their appurtenances

To and for such use or uses estate or estates intents and purposes as said William Shephard in and by his last will and testament in writing or any codicil or codicils thereto then already declared or thereafter to be declared had given limited or appointed or should give limit or appoint the same

22<sup>nd</sup> July 1817 At a Court then held the death of said William Shephard was presented by the homage

23<sup>rd</sup> June 1819 At a Court then held

After reciting the presentation of the death of said William Shephard

Admin produced Came William Colk of North Walsham in the County of Norfolk Beer Brewer and produced an extract from the last will and testament in writing of said William Shephard bearing date the 3<sup>rd</sup> February 1816 whereby he appointed Mary his wife since deceased Martin Shephard Thomas Shephard John Shephard his brothers executor and executors thereof and did authorise empower and direct his said executor and executors and the survivor of them to make sale sell and absolutely dispose of either by public auction or private contract all and every his freehold and copyhold messuages lands tenements and hereditaments and premises with the appurtenances situate lying and being in North Walsham aforesaid or in any other Town Parish Precinct or place and said William Colk also produced in Court a certain indenture of Bargain and Sale bearing date the 27th April then last past and made between said Martin Shephard Thomas Shephard and John Shephard of the first part said William Colk of the 2nd part and Thomas Colk of the 3rd part whereby in consideration of £7500 paid by said

William Colk to said Martin Shepherd Thomas Shepherd and John Shepherd they said Martin Shepherd Thomas Shepherd and John Shepherd pursuant to and by force and virtue and in exercise and execution of the power or authority given to or vested in them in and by said will of said William Shepherd did and each and every of them did bargain sell release dispose and confirm unto said William Colk and to his heirs certain and diversion freehold and copyhold messuages lands tenements and hereditaments partially mentioned in said indenture of Bargain and Sale to hold the copyright parts thereof with their appurtenances unto and to the use of said William Colk his heirs and assigns for ever at the will of the Lord or Lords Lady or Ladies and according to the custom or respective customs of the several Manors of North Walsham Broomholme in North Walsham Antingham Chamberleyns and Aylsham on the part of Lancaster of which several Manors the same copyhold and hereditaments were holden

And thereupon said William Colk prayed to be and was accordingly admitted tenant to (inter alia)

All those 3 acres of copyhold land formally of Henry Scarborough

To which said piece of land said William Shepherd was admitted on the surrender of Cubitt Gray and Sarah his wife and Robert Ward and Willoughby his wife at a Court held for said Manor on the 2<sup>nd</sup> June 1803.

To hold same to him said William Colk his heirs and assigns for ever according to the form and effect of said indenture of Bargain and Sale of the Lord of said Manor according to the custom

25<sup>th</sup> July 1819 The said William Colk out of Court surrendered

All and every the messuages lands tenements and hereditaments whatsoever of him said William Colk situate lying and being within and holden of said Manor by copy of Court Roll with their appurtenances

And the reversion

And all the estate

To the use of Jacob Neave of Barton Turf in the said County of Norfolk Farmer his heirs and assigns for ever

Upon condition to be void on payment by said William Colk his heirs executors administrators or assigns to said Jacob Neave his executors administrators or assigns of the sum of £3000 with interest for the same at the rate of £4 percent per annum of the 25<sup>th</sup> of January then next (being the same principal sum and interest mentioned in and intended to be secured by an indenture dated 25<sup>th</sup> July 1829 and made between said William Colk of the one part and said Jacob Neave of the other part and on which said indenture the advalorew duty applicable to the said sum of £3000 was affixed

6<sup>th</sup> Oct 1838 By warrant of satisfaction so dated (but not received by Steward for involvement till 9<sup>th</sup> December 1854) under the hand of said Jacob Neave he did authorise Steward of said Manor to enter satisfaction on last above abstracted conditional surrender

same date The said William Colk out of Court surrendered

All and every the messages lands tenements and hereditaments whatsoever of him said William Colk situate within and holden of said Manor by copy of Court Roll

And the reversion

And all the estate

To the use of George Durrant of the city of Norwich Gentleman his heirs and assigns for ever

Upon condition to be void in payment by said William Colk his heirs executors administrators or assigns to Joseph Howse Allen of said city of Norwich Gentleman his executors administrators or assigns of the sum of £3000 with interest for the same at the rate of £4 per cent per annum on the 6 April then next being the same principal sum and interest mentioned in and secured by an indenture of mortgage bearing date the 25<sup>th</sup> day of July 1829 and made between said William Colk of the one part and Jacob Neave of Barton Turf in Norfolk Farmer of the other part and on which said indenture the advalorew duty applicable to said sum of £3000 had been actually paid and being also the same principal sum and interest mentioned in and intended to be secured by a certain indenture of assignment bearing even date with the now absolute surrender and made between said Jacob Neave of the 1st part said William Colk of the 2nd part said Joshua Howes Allen of the 3rd part and said George Durrant of the 4th part

7<sup>th</sup> March 1846 The said William Colk out of Court surrendered

All and every the messuages cottages land tenements and hereditaments whatsoever of him said William Colk situate within and holden of said Manor by copy of Court Roll with their appurtenances

And the reversion

And all the estate

To the use of said George Durrant his heirs and assigns for ever

Subject nevertheless to said conditional surrender made and passed of certain parts of same copyhold hereditaments by said William Colk to the use of said George Durrant his heirs and assigns for security to said John Howes Allen his executors administrators or assigns the principal sum of £3000 and interest for the same and also subject to the provision next hereinafter contained (namely)

Provision for making void the now absolute surrender on payment by said William Colk his heirs executors administrators or assigns to said George Durrant his executors administrators or assigns of the sum of £600 with interest at the rate £4.10.0 percent per annum to be completed from the date thereof on the 7<sup>th</sup> September then next being the same sum of money and interest as were mentioned in and intended to be secured by a certain indenture of mortgage bearing even date therewith and made between said William Colk of the one part and said George Durrant of the other part and on which indenture the proper advalorew stamp was affixed

But incase default should be made in payment of said sum of £600 and the interest thereof or any part thereof respectfully at the time and in manner thereinbefore appointed for part thereof it should be lawful for the said George Durrant his heirs executors administrators or assigns at any time or times thereafter when he or they should think proper of his and their sole authority to take admission to the same hereditaments and premises (if any should be deemed requisite) and he or they was and were thereby fully authorised and empowered when he or they should think proper to make sale and absolutely dispose of same hereditaments and premises and every or any part thereof either together or in lots and either by public auction or private contract or partly by public auction and partly by private contract and under and subject to such conditions and stipulations as to title or otherwise and generally in such manner in all respects as said George Durrant his heirs executors administrators or assigns should think fit to any person or persons willing to purchase same for such a sum of money as said George Durrant his heirs executors administrators or assigns should think proper with full power for him and them to buy in same hereditaments or any part thereof at any auction and again to offer the same for sale in like manner without liability for any costs

which might accrue thereby and for the purpose of effectuating such sale or sales to apply to the person or persons for the time being entitled to the principal and interest money then owing upon the security of the thereinbefore mentioned conditional surrender passed of certain parts of said hereditaments by said William Colk as aforesaid to release therefrom any of the hereditaments thereby surrender which should be so sold as aforesaid or to join in the surrender or assurances thereof upon receiving all or any part of the purchase money in or towards satisfaction of the same principal and interest money and also to give any requisite notice to such person or persons of the intention to pay off same money or any part thereof or to pay such person or persons any reasonable sum or sums or money as a compensation for the want of such notice and also either alone or together with the person or persons entitled as aforesaid to enter into make pass and execute all necessary admissions to said copyhold hereditaments and contracts with and secured and assurances to the purchaser or purchasers of the same

And it was thereby agreed that all and singular such contracts agreements Bargains and Sales admissions secured assurances acts deeds matters or things as aforesaid of and concerning said hereditaments or the discharge of the said mortgage debt and interest secured by said conditional surrender thereinbefore mentioned might be entered into made passed and executed by said George Durrant his heirs executors administrators or assigns either with or without the concurrence of said William Colk his heirs executors administrators or assigns as said George Durrant his heirs exectors administrators or assigns should think proper and should be valid and effective in the law although said William Colk his heirs executors administrators or assigns should not execute the same or join therein or assent thereto

Agreement and declaration that the receipt of said George Durrant his heirs executors administrators or assigns should from time to time be good and suffered discharges to the person or persons who should pay the rents or profits or purchase money of said premises so to be sold as aforesaid or any of them or any part thereof respectfully and to his and their respective heirs executors administrators or assigns for so much of said rents and profits or purchase money as should therein respectively be actioned to be received and that such person or persons paying such monies and taking such receipts and his or their heirs executors administrators or assigns should not afterwards be answerable for any loss misapportions or nonapportions of such rents or profits or purchase money so received or any part thereof nor be obliged to enquire into the reason or necessity for receiving such rents or profits or of making any such sale or sales as aforesaid or whether such default was made as thereinbefore mentioned

Agreement and declaration that said George Durrant should stand possessed of the money to be produced for such sale upon trust to pay all incidental expenses and the principal money and interest then owing upon the conditional surrender thereinbefore referred to and then to retain said sum of £600 and interest as therein expressed.

10<sup>th</sup> Nov 1854 By indenture so dated and made between Robert George Cecil Fane one of the Commissioners of Her Majesty's Court of Bankruptcy acting as a Court in the prosecution of a petition for adjudication of bankruptcy filed and then in prosecution against the said William Colk of the first part William Whitmore of Basinghall Street in the city of London Esquire the official assignee of Joseph Underwood of Eastcheap in the said city of London Wine and Spirit Merchant Cornell Fison of Thetford in the County of Norfolk Merchant and Martin James Shephard of North Walsham aforesaid Gentleman the creditors assignees of the estate and effects of the said William Colk of the 2nd part the said Joseph Howes Allen then of Brixton in the County of Surrey of the third part the said George Durrant of the 4th part Richard Culley Lacey of North Walsham aforesaid a Cabinet Maker of the 5th part and Robert Summers Baker of North Walsham aforesaid Gentleman of the 6th part



After reciting the several indentures of the 25th July 1829 of the 6<sup>th</sup> October 1838 and of the 7<sup>th</sup> March 1846 hereinbefore referred to

And reciting that on the 14<sup>th</sup> January 1853 a Petition for Adjudication of Bankruptcy bearing date the same day was filed against the said William Colk in the Court of Bankruptcy for the London district under which the said William Colk was on the 17<sup>th</sup> day of the same month of January founded and adjudged bankrupt and on the said 17<sup>th</sup> January the said William Whitmore was appointed official assignee and on the 5th day of February following the said Joesph Underwood Cornell Fison and Martin James Shepheard were chosen by the creditors and appointed assignees of the estate and effects real and personal of the bankrupt

And reciting that the said William Whitmore Joseph Underwood Cornell Fison and Martin James Shepheard in pursuance of the powers vested in them as assignees of the estate of the said bankrupt as aforesaid and by the order of the said commission and at the request and with the concurrence of the said Joseph Howes Allen and George Durrant caused the hereditaments thereafter described to be put up for sale by public auction together with other parts of the real estate of the said bankrupt in 20 lots according to certain printed particulars and conditions of sale on the 28<sup>th</sup> June 1853 when the said Richard Culley Lacey having bid the sum of £535 for lots 13, 14 & 15 comprising the hereditaments thereafter described became the purchaser of the same and the fee simple and inance thereof free from all incumbents and outgoing except an annual quit rent of 4 and one Bushell of Barley and a small certain fine on death or alienation payable to the Lord of the said Manor of North Walsham an apportioned annual quit rent of 2/5 and a small certain fine on death or alienation payable to the Lord of the Manor of Broomholme in North Walsham and the committed rent charges in lieu of tithes payable in respect of the said hereditaments

And reciting that the said sums of £3000 and £600 still remained due to the said Joseph Howes Allen and George Durrant respectively and that it had been agreed between the said parties to the now abstract indenture that the said purchase money of £535 should be paid to the said Joseph Howes Allen in part of said £3000

And reciting that 1acre 3rods & 14perches parcel of the piece of land called Town piece thereafter described was of freehold tenure and that 1acre residue thereof was copyhold holden of the said Manor of North Walsham and that the piece of land called Swafield Lane 3acres thereafter described was copyhold holden of the said Manor of North Walsham and that the piece of land called middle piece thereafter described was copyhold holden of the said Manor of Broomholme in North Walsham

And reciting that it has been agreed that the said purchase money should be apportioned in manner following (viz) £100 part thereof as the price of the freehold parts of the hereditaments thereafter described £270 other part thereof as the price of the copyhold parts of the said hereditaments holden of the said Manor of North Walsham and £165 the residue thereof as the price of the copyhold part of the said hereditaments holden of the said Manor of Broomholme in North Walsham

And reciting that the several persons parties thereto of the 2nd 3rd and 4th parts had all agreed to concur in the now absolute indenture for the purpose of conveying the hereditaments thereafter described to the said RC Lacey and his heirs discharged from the said described indenture of mortgage and all conditional surrenders passed in pursuance thereof and from all principal money and interest secured thereby as they did thereby declare tested

It is witnessed that in consideration of the several sums of £100, £270, £165 making together the sum of £535 paid by the said RC Lacey to the said JH Allen at the request and by the direction of the said parties thereto of the 2nd part as such assignees as aforesaid (the receipt) the said George

Durrant according to his estate and interest in the said hereditaments and by the direction of the said JH Allen did grant and convey and the said JH Allen to the intent that the residue of the said term of 800 years interest might be merged Did surrender any yield up and the said William Whitmore Joseph Underwood Cornell Fison and MJ Shephard as such assignees respectively as aforesaid and so far as they lawfully could or might did grant bargain sell release and confirm unto the said RC Lacey and his heirs the freehold parts of and in (inter alia)

All that inclosure or piece of land called Swafeld Lane 3acres containing by survey 3acres 1rod 38perches lying in North Walsham aforesaid opposite the two pieces of land thereinbefore described and bounded by land of John Margitson towards the North by the Queens Highway leading from North Walsham to Bacton towards the East by land of the said Mary Debenne towards the South and by Swafeld Lane towards the West which piece of land being copyhold the said William Colk had and took up to him and his heirs at a Court held for the said Manor of North Walsham on 23<sup>rd</sup> June 1819 by virtue of a Bargain of Sale from the executors of the said William Shephard by the description of all those 3acres of copyhold land formally of Henry Scarborough

And all ways

And the reversion

And all the estate

To hold the freehold part of the hereditaments thereinbefore described with the appurtenances unto and to the use of the said RC Lacey his heirs and assigns for ever

Declarations by the said RC Lacey that his widow if any should be entitled to dower

And it is further witnessed that for the Commissioners aforesaid and also in condition of it being paid by the said RC Lacey to the said Robert George Cecil Fane (the receipt) the said RGC Fane so far as he lawfully could or might in pursuance of the power vested in him by the bankrupt law consolidation October 1849 or otherwise did order bargain sell and conveyance and the said William Whitmore Joseph Underwood Cornell Fison and Martin James Shephard as such assignees as aforesaid and so far as they lawfully could or might and the said JH Allen and G Durrant as such mortgagees as aforesaid did remise release and confirm unto the said RC Lacey and his heirs the copyhold parts of and in

The piece of land and hereditaments thereinbefore described with the appurtenances

And the reversion

And all the estate

To hold the same unto and to the use of the said RC Lacey his heirs and assigns at the will of the Lord and according to the custom of the said Manor of North Walsham

It is further witnessed that for the conditions aforesaid the said RGC Fane as such Commissioner as aforesaid at the request and on the nomination of the said RC Lacey tested by virtue and in pursuance of the power and authority in that behalf vested in him by Act of Parliament did authorise and empower the said Robert S Baker personally to appear at the then next Court or any subsequent Court to be holden for the said Manor of North Walsham and then and there or out of Court in the name and on behalf of the said Court of Bankruptcy or of the said RGC Fane as such Commissioner as aforesaid to surrender the said copyhold land and hereditaments unto the land of the Lord of the said Manor

To the use of the said RC Lacey his heirs and assigns

Covenant for the production of deeds relating

To the freehold parts of the hereditaments thereinbefore described

Executed by all parties duly attested and received for £535 endorsed signed and witnessed

9<sup>th</sup> Dec 1854 By Warrant of satisfaction so dated under the hands of said JH Allen and George Durrant they did authorise Steward of said Manor to enter satisfaction in all and every conditional surrenders and surrender passed by said William Colk to the use of said George Durrant his heirs and assigns for securing to said JH Allen repayment of said sum of £3000 and interest or any other sum or sums of money

Same date By warrant of satisfaction so dated under the hand of said George Durrant he did authorise Steward of said Manor to enter satisfaction on all and every conditional surrenders and surrender passed by said William Colk to the use of the said George Durrant his heirs and assigns for securing repayment of said sum of £600 and interest or any other sum or sums of money

21<sup>st</sup> Aug 1855 At a Court then held it was presented by the homage that on the 9<sup>th</sup> day December 1854 the said Robert S Baker in pursuance and in execution of the power title or authority given to him by the said RGC Fane in and by the hereinbefore abstracted indenture of the 10<sup>th</sup> November 1854 and in consideration of £270 of the apportioned consideration money for the purchase of the hereditaments intended to be secured paid by the said RC Lacey to the said JH Allen Did on behalf of the said Commissioner surrender (inter alia)

All that inclosure or piece of land called Swafield Lane 3acres containing by survey 3acres 1rod 38perches lying in North Walsham aforesaid bounded by land of John Margitson towards the North by the Queens highway leading from North Walsham to Bacton towards the East by Land of Mary Debenne towards the South and by the Queens highway called Swafield Lane towards the West to which piece of land the said William Colk was admitted at a Court held for said Manor on the 23<sup>rd</sup> June 1819 by virtue of a Bargain and Sale from the executors of William Shephard by the description of all those 3acres of copyhold land formerly of Henry Scarborough

And the reversion

And all the estate

To the use of the said RC Lacey his heirs and assigns

Then came the said RC Lacey and prayed to be and was admitted tenant to the land and hereditaments so surrendered to his use as aforesaid

To hold the same to him the said RC Lacey his heirs and assigns according to the form and effect of the said surrender of the Lord

19<sup>th</sup> Aug 1856 By indenture so dated and made between the Right Reverent Father in God Samuel Lord Bishop of Norwich and in that capacity Lord of the said Manor of North Walsham of the first part the copyhold Commissioner of the 2nd part and the said RC Lacey of the 3rd part

After reciting the admission of the said RC Lacey hereinbefore abstracted

And reciting that the said RC Lacey under and by virtue of the provisions contained in the copyhold Act 1852 did by a notice in writing signed by him and bearing date the 16<sup>th</sup> January then last express his desire and intention to the Lord of the said Manor to enfranchise the lands and hereditaments of him the said RC Lacey held of the said Manor by copy of Court Roll and that he further gave him notice that he had in writing appointed William Salter Millard of the City of Norwich Estate Agent his valuer of the said land for the purpose of enfranchisement

And reciting that the compensation to be paid by the said RC Lacey to the Lord of the said Manors for the enfranchisement under the said copyhold Act 1852 of the lands and hereditaments to which the said RC Lacey was admitted tenant as aforesaid had been duly determined to be the sum of £13.13.0 being the value of all the manorial rights and incidents of tenure affecting the said lands together with and expressly including all mines minerals and easements mentioned or referred to in the 48<sup>th</sup> section of the said act

And reciting that it appeared to the said Commissioners tested and that the said enfranchisement was one which might have been effected under the provision of an act passed in the 14<sup>th</sup> and 15<sup>th</sup> year of her present majesty intituled an act to facilitate the management and improvement on Episcopal and Capitular Estates in England

It is witnessed that in consideration of 13.13.0 sterling paid into the Bank of England to the account of the Church Estate Commissioners being the account appointed by the said Church Estate Commissioners such payment being so made under the authority of a certain act passed in the session of parliament held in the 16 and 17 years of the rein of her said majesty intituled an act to explain and amend the copyhold acts (the receipt) the said Samuel Lord Bishop of Norwich with the consent of the said copyhold Commissioners and in exercise of any power given to him by the copyhold act or any other power whatsoever did enfranchise and release unto the said RC Lacey his heirs and assigns

All and singular the land and hereditaments to which the said RC Lacey was so admitted tenant as thereinbefore recited and which were described in the schedule thereunder written with their appurtenances

And all the rights reserved by the copyhold act 1852 section 48

To hold the said land and hereditaments thereby enfranchised unto and to the use of the said RC Lacey his heirs and assigns as freehold thenceforth and for ever discharged from all fines quit rents barley rents and all other incidents whatsoever of copyhold or customary tenure

Provision that the now absolute indenture should not extend to enfranchise any other of the several copyhold hereditaments (not thereinbefore enfranchised and released) and then of him the said RC Lacey or to discharge such other copyhold hereditaments from any payments rents

Declaration of the said RC Lacey that no widow whom he might leave should be entitled to dower out of said lands and hereditaments thereby enfranchised or any part thereof

The schedule contains (inter alia)

All that inclosure or piece of land called Swafeld Lane 3acres containing by survey 3acres 1rod 38perches lying in North Walsham in the County of Norfolk bounded by land of John Margitson towards the North by the Queens highway leading from North Walsham to Bacton towards the East by land of Mary Debenne towards the South and by the Queens highway called Swafeld Lane towards the West.

Executed by Samuel Lord Bishop of Norwich and xxx William Blamire 2 of the copyhold Commissioners and the said RC Lacey.

Endorsed and signed by the Earl of Chichester John George Shaw Leferve Esq and the Right Honorable Spencer Horatio Walpole the Church Estate and Commissioners and attested