

Summary - Field Sown with Saintfoin; 1834

F.1

The Wegg Family	F.3
References to Events Preceding 1834	F.5
Lease written 25th June 1834	F.10
Release written 26th June 1834	F.14
Indenture 1800	F.15
Indentures of Lease and Release, September 1830	F.16
Other Indentures August 1832	F.18
Back to 1834	F.23
The Schedule	F.40

The release is a complicated document referring back to earlier documents some of which are listed in a schedule at the end. A list of the documents and events taken from the release is given before the summaries of the Lease and Release - see [page F.5](#).

Summary - Field Sown with Saintfoin; 1834

F.2

This lease and release, written on consecutive days, concern “all that field or piece or parcel of land or ground in Shoreham . . . formerly sown with saintfoin¹ containing 4 acres, 2 roods and 36 perches², . . . adjoining the land formerly in the occupation of *Mr. Booker (#306)* on the west and of *Mr. Round (#307)* on the east and . . . now in the occupation of . . . *Martha Russell (#168)*. And all those cottages and . . . other buildings . . . erected by . . . *Benjamin Russell (#167)*, deceased, . . . now in the . . . tenure . . . of Martha Russell and her undertenants. Together with all outhouses, gardens, barns, stables, walls, fences, hedges,

¹ saintfoin/sainfoin - a leguminous fodder plant

² rood and perch could be measures of area or length and their size varied locally; generally, as square measures, a rood was 0.25 acre and a perch 30.25 square yards with an acre, a more standardised unit, being 4840 square yards which would make the total area of the land described being about 4.75 acres.

Summary - Field Sown with Saintfoin; 1834

F.3

ways, paths, passages, waters, watercourses, ditches, lights, casements, advantages and appurtenances whatsoever . “. 1834-3 (7-20); 1834-4 (p3: 13-19)

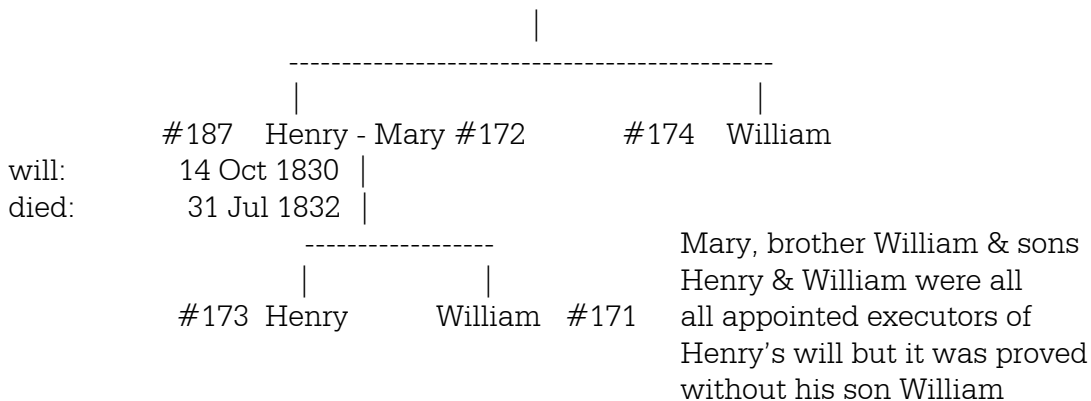
No name was given for this land in either of the documents; in the summary below it is referred to as the “field, etc.”.

The Wegg Family

In the lease and release Martha Russell is associated with various members of the Wegg family. In 1834, **Mary Wegg (#172)** of **Picket Street Strand** was a widow. Also mentioned are **William Wegg (#174)** of **Deptford** and, in the Release document, Mary, William, and **Henry Wegg (#173)** of **Picket Street Strand**, gentleman, are given as the people “of the second part”. There is also a **Henry Wegg (#187)** of **Greenwich**, gentleman, who had died in 1832.

Summary - Field Sown with Saintfoin; 1834

F.4



Summary - Field Sown with Saintfoin; 1834

F.5

References to Events Preceding 1834

Earlier documents mentioned in the Release and other dates:

- “***”: indicates a document mentioned in the Release and listed in the schedule
- “*” : listed in the schedule but not mentioned in the Release itself; the connection between these three documents and the Release of 1834 is not known

3 Feb 1770*

Office Copy of the will of ***Sarah Bristow (#203)***

19 May 1787*

Agreement between ***Thomas Roberts (#183)*** and ***William Curtis (#184)*** of the one part and ***Michael Wood (#115)*** of the other part

Summary - Field Sown with Saintfoin; 1834

F.6

- 13 March 1800* Certified Copy Certificate of Contract for redemption of Land Tax.
- 25 Jun 1800** Indenture of Bargain and Sale between *John Crouze (#178)* of the first part, *The Reverend Thomas Roberts (#183) and Mary (#181)*, his wife, and *William Curtis (#184), Esquire, and Ann (#182)*, his wife, of the second part, Sir *Richard Grode (#185)*, Knight, and *John Cator (#186)*, Esquire, of the third part and *Benjamin Russell (#167)* of the fourth part

Summary - Field Sown with Saintfoin; 1834

F.7

- 10 & 11 Sep 1830 as described in schedule:
Indentures of Lease and Release made between **Benjamin Russell (#167)** of the one part and **Mary Wegg (#172)** of the other part
in Release of 1834 - see **1834-4 (p1, 14-19)** above:
“field or parcel of land” conveyed to **Henry Wegg (#187)** of Greenwich (died 1832), subject to redemption by Benjamin Russell on payment to Henry Wegg, of £300 and interest of £5 per cent.
- 14 Oct 1830 Henry Wegg made his last will and testament leaving “all such real and other estates as were then vested in him by way of mortgage or otherwise and all his term estate and interest therein” to his wife and brother **1834-4 (p1, 27-33)**

Summary - Field Sown with Saintfoin; 1834

F.8

- 31 Jul 1832 Henry Wegg died without having altered or revoked his will
1834-4 (p1, 33-34)
- 20 & 21 Aug 1832** Indentures of Lease and Release made between the said Benjamin Russell of the one part and **Samuel Ritchie (#175)** and **Joseph Searle Haycraft (#176)** of the other part.
- In the Indenture of Release a “field or parcel of land” was conveyed to Samuel Ritchie and Joseph Searle Haycraft, subject to an Indenture of Mortgage and to redemption on payment by **Benjamin Russell (#167)** to Samuel Ritchie and Joseph Searle Haycraft, of £107 14s with interest of £5 per cent per annum.
1834-4 (p1, 20-26)

Summary - Field Sown with Saintfoin; 1834

F.9

25 Aug 1832

Henry Wegg's will proved

1834-4 (p1, 35-36)

2 Nov 1832

Benjamin Russell (#167) made his last will leaving “all his messuages or tenements with the yards and gardens, outbuildings and lands, situated at Shoreham” including the “field or parcel of land” to his wife “for her use and benefit for the maintenance of herself and the education of his children” and if she thought it beneficial she could “sell and dispose of his said real and personal estate and business either by Public Auction or Private Contract for the best price or prices and most money that could be reasonably had or gotten for the same”. 1834-4 (p1, 37-46)

Summary - Field Sown with Saintfoin; 1834

F.10

Lease written 25th June 1834

The general wording of this lease is very similar to that for the lease for a year between John Bonham Carter and James Ryder Burton in 1828 - see Document 1828-1.

The indenture of this lease for a year was made between:

Martha Russell (#168) of the **Queens Head at Hooks Bank** near Shoreham, widow of **Benjamin Russell (#167)**, yeoman, deceased

Mary Wegg (#172) of **Picket Street Strand**, Middlesex, widow,

William Wegg (#174) of **Deptford** gentleman, and

Samuel Ritchie (#175) and **Joseph Searle Haycraft (#176)** of **Greenwich**, timber merchants and carpenters³, of the one part

and

3

“Copartuers”

Summary - Field Sown with Saintfoin; 1834 F.11

James Ryder Burton (#76) of *Park Square, Regents Park*, Middlesex, a Captain in His Majesty's Navy, of the other part.

in consideration of five shillings paid to *Martha Russell (#168)*, etc. by *James Ryder Burton (#76)*, . . . Martha Russell, etc. . . bargained and sold . . . unto . . . James Ryder Burton, . . . "all that field, etc. . . appurtenances whatsoever . . . And the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

1834-2 (7-20)

To have and to hold the said field, etc. . . unto the said James Ryder Burton, . . . from the day next before the day of the sale hereof for and during and unto the full end and term of one whole year from thence next ensuing . . . Yielding and paying unto Martha Russell, etc. . . the rent of

Summary - Field Sown with Saintfoin; 1834 F.12

one pepper corn on the last day of the said term (if the same shall be lawfully demanded). To the intent and purpose that, . . . and by force of the statute made for transferring uses into possession, James Ryder Burton may be in the actual possession of all . . . the said premises, . . . and thereby enabled to accept and take a grant and release of the freehold reversion and inheritance thereof to him and his heirs in such sort, manner and form as are mentioned and expressed in a certain Indenture of Release⁴ already prepared and intended to bear date the day next after the sale hereof and made between:

- ***Martha Russell (#168)*** of the first part,
- ***Mary Wegg (#172), William Wegg (#174) and Henry Wegg (#173)*** of ***Picket Street Strand*** aforesaid, gentleman, of the second part,

Summary - *Field Sown with Saintfoin; 1834* F.13

- **Samuel Ritchie (#175)** and **Joseph Searle Haycraft (#176)** of the third part,
- **James Ryder Burton (#76)** of the fourth part
- **Arthur Thomas Upton (#177)** of **Kings Arms Yard** in the City of **London**, gentleman of the fifth part. 1834-2 (21-32)

In Witness whereof the said parties . . . have hereunto set their hands and seals the day and year first above written.

The mark of X \$⁵ Martha Russell

Saml \$ Ritchie

Wm \$ Wegg

Mary \$ Wegg

Josh. Searle \$ Haycraft

Summary - Field Sown with Saintfoin; 1834

F.14

Release written 26th June 1834

This indenture of release includes references back to a number of earlier documents. It was made between:

- ***Martha Russell (#168)*** of the ***Queens Head at Hooks Bank*** near Shoreham, widow of ***Benjamin Russell (#167)***, yeoman, deceased, of the first part.
- ***Mary Wegg (#172)*** of ***Picket Street Strand***, Middlesex, widow, ***William Wegg (#174)*** of ***Deptford***, gentleman, and ***Henry Wegg (#173)*** of ***Picket Street Strand***, gentleman, of the second part
- ***Samuel Ritchie (#175)*** and ***Joseph Searle Haycraft (#176)*** of ***Greenwich***, timber merchants and carpenters⁶, of the third part,
- ***James Ryder Burton (#76)*** of ***Park Square, Regents Park***, Middlesex, a Captain in His Majesty's Navy, of the fourth part

Summary - Field Sown with Saintfoin; 1834

F.15

- *Archer Thomas Upton (#177)* of *Kings Arm Yard in the City of London*, gentleman, of the fifth part. 1834-4; p1: (1-8)

Indenture 1800

Whereas by an indenture or bargain and sale bearing date 25th June 1800 duly enrolled in the High Court of Chancery on the 22nd August in the same year and made between:

- *John Crouze (#178)*, therein described of the first part,
- The Reverend *Thomas Roberts (#183)* and *Mary*, his wife, formerly *Mary Constable*, spinster, and *William Curtis*, Esquire, and *Ann*, his wife, formerly *Ann Constable*, spinster, therein respectively described, of the second part,

Summary - Field Sown with Saintfoin; 1834 F.16

- *Sir Richard Grode (#185), Knight* and *John Cator (#186)*, Esquire, therein respectively described of the third part
- the said *Benjamin Russell (#167)* of the fourth part, for the considerations therein mentioned, all that field, etc. . . intended to be hereby granted and released was (amongst other hereditaments) conveyed and assured unto and to the use of the said Benjamin Russell, . . . 1834-4 (p1: 9-13)

Indentures of Lease and Release, September 1830

And whereas by Indentures of Lease and Release bearing date respectively 10th and 11th days of September 1830 made between:

- *Benjamin Russell (#167)* of the one part
- *Henry Wegg (#187)* of Greenwich, Gentleman, (since deceased) of the other part.

Summary - Field Sown with Saintfoin; 1834 F.17

All that the said field or parcel of land hereinafter more particularly described and intended to be hereby granted and released was (with other hereditaments) conveyed and assured unto and to the use of the said Henry Wegg (deceased), . . . subject nevertheless to redemption on payment by the said Benjamin Russell, . . . to **Henry Wegg (#173)**, . . . of the sum of £300 and interest of £5 per cent at the time and in manner therein expressed.

1834-4 (p1:14-19)

Summary - Field Sown with Saintfoin; 1834

F.18

Other Indentures August 1832

And whereas by certain other Indentures of Lease and Release bearing date respectively the 20th and 21st of August 1832 two, the Release being made between:

- *Benjamin Russell (#167)* of the one part
- *Samuel Ritchie (#175)* and *Joseph Searle Haycraft (#176)* of the other part,

the said field etc. . . described and intended to be hereby granted and released was (with other hereditaments) conveyed and assured unto and to the use of Samuel Ritchie and Joseph Searle Haycraft, . . forever, Subject nevertheless to the before recited Indenture of Mortgage of the

Summary - Field Sown with Saintfoin; 1834

F.19

same hereditaments to . . . **Henry Wegg (#173)** and subject also to redemption on payment by . . . Benjamin Russell, . . . to Samuel Ritchie and Joseph Searle Haycraft, . . . of £107 14s with interest thereon at the rate of £5 per cent per annum at the time and in manner therein expressed.

1834-4 (p1: 19-26)

And whereas . . . **Henry Wegg (#187)** made and published his last will and testament in writing bearing date 14th October 1830, executed and attested in such manner as is required by Law for passing real estates of inheritance by devise, and thereby gave . . . unto . . . his wife, . . . **Mary Wegg (#172)**, and his brother, . . . **William Wegg (#174)**, . . . all such real and other estates as were then vested in him by way of mortgage or otherwise and all his term estate and interest therein . . . with their

Summary - Field Sown with Saintfoin; 1834

F.20

respective appurtenances. Nevertheless upon the trusts and for the purposes of his said will, (Henry Wegg) thereby appointed his wife, . . , **Mary Wegg (#172)**, and his brother, . . . **William Wegg (#174)**, and his two sons, . . . **Henry Wegg (#173)**, party hereto, and **William Wegg (#171)**, executors and executrix of his said will. 1834-4(p1:27-33)

And whereas the said testator departed this life on or about 31st July 1832 without having altered or revoked his said will which was only proved by . . . **Mary Wegg (#172)**, **William Wegg (#174)** (the brother) and **Henry Wegg (#173)**, party hereto, . . . on 25th August 1832 1834-4(p1:33-36)

And whereas . . . **Benjamin Russell (#167)** only made and published his last will and testament in writing, bearing date 2nd November 1832 and executed and attested in such manner as is required by Law for passing real estates of inheritance by devise and thereby gave . . . unto his wife, . . . **Martha Russell (#168)**, all his messuages . . . and lands, situated at

Summary - Field Sown with Saintfoin; 1834 F.21

Shoreham, then in the occupation of himself and other tenants (meaning thereby, amongst other hereditaments the said field etc. . . intended to be thereby granted and released) And all the personal estate, whatsoever and wheresoever, . . unto his said wife for her use and benefit for the maintenance of herself and the education of his children until they should respectively attain the age of twenty one years and she, his said wife, should at such time or times as she should think proper and most beneficial for herself and children absolutely sell and dispose of his said real and personal estate and business either by Public Auction or Private Contract for the best price or prices and most money that could be reasonably had or gotten for the same and should stand and be possessed of the monies to arise by such sale or sales. And the said Testators's will was that the receipts of the said wife (Martha Russell) should be good and sufficient discharges to the purchaser or purchasers of this said estate.

1834-4(p1:36-p2:2)

Summary - Field Sown with Saintfoin; 1834 F.22

And the said testator thereby appointed his wife, ***Martha Russell (#168)***, his brother ***Thomas Russell (#190)***, and ***Mr. James Harman (#191)***, Executrix and Executors of his said will. And whereas . . . last named Testator departed this life on or about 29th of March 1833 without having altered or revoked his said will which was duly proved by . . . Martha Russell alone on 14th May 1833.

1834-4(p2:2-6)

Summary - Field Sown with Saintfoin; 1834

F.23

Back to 1834

And whereas there is now due unto . . . **Mary Wegg (#172)**, **William Wegg (#174)** (the brother) and **Henry Wegg (#173)**, party hereto, as executors of . . . **Henry Wegg (#187)**, deceased, for principal and interest under the said herein before recited indentures of 10th and 11th September, 1830 the sum of £337 7s 11d ⁷ [1834-4\(p2:6-8\)](#)

And whereas there is now due to . . . **Samuel Ritchie (#175)** and **Joseph Searle Haycraft (#176)**, for principal and interest, under the said herein

7

amount added later here and on page 2. lines 10, 14, 17, 21, 25, 30, 33, 36 and 39, a space sometimes larger than necessary, having ben left when the Release was first written; the total of £400 on lines 13, 31 and 40 were entered when the Release was first written.

Summary - Field Sown with Saintfoin; 1834 F.24

before recited Indentures of 20th and 21st August 1832, . . . the sum of
£117 11s 9d. 1834-4(p2:8-10)

And whereas . . . ***Martha Russell (#168)***, in pursuance and execution of the trusts or power given to, or reposed in, her by . . . ***Benjamin Russell (#167)***, in . . . his . . . will, has contracted and agreed with . . . ***James Ryder Burton (#76)*** for the absolute sale to him of the said field, (etc.), free from all encumbrances, at or for the price of £400 out of which sum it has been agreed that £337 7s 11d shall be paid to . . . ***Mary Wegg (#172)***, ***William Wegg (#174)***, the brother, and ***Henry Wegg (#173)*** party hereto as such executors of . . . ***Henry Wegg (#187)***, deceased, as aforesaid, in full satisfaction and discharge of all principal money and interest due upon the . . . indentures of 10th and 11th September, 1832 and that the remaining sum of £62 12s 1d shall be paid to . . . ***Samuel Ritchie (#175)*** and ***Joseph Searle Haycraft (#176)*** in part satisfaction and discharge of

Summary - Field Sown with Saintfoin; 1834

F.25

all principal money and interest due to them upon their said recited security.

1834-4(p2:10-20)

And that the said field (etc.) and intended to be hereby granted and released, shall be released from the said respective securities in manner herein after mentioned.

1834-4(p2:20-21)

Now this Indenture witnesseth that, in pursuance of the said Agreement and for and in consideration of the sum of £337 7s 11d . . . paid to:

- . . . **Mary Wegg (#172), William Wegg (#174)**, the brother, and **Henry Wegg (#173)** party hereto as such executors as aforesaid, by . . . **James Ryder Burton (#76)** at or before the sealing and delivery of these presents by and with the privity and consent and at the request of . . . **Martha Russell (#168)**, testified by her being a party to and sealing and delivering of these presents.

Summary - Field Sown with Saintfoin; 1834 F.26

The receipt of which £337 7s 11d is in full satisfaction and discharge of all principal money and interest due to them as such executors of . . . **Henry Wegg (#187)**, deceased, as aforesaid upon the said . . . indentures of 10th and 11th of September 1833. . . **Mary Wegg (#172)**, **William Wegg (#174)**, the brother, and **Henry Wegg (#173)** party hereto, do hereby . . . respectively acquit, release and forever discharge . . . **James Ryder Burton (#76)** and also . . . **Martha Russell (#168)**, and . . .

And also, in consideration of the further sum of £62 12s 1d, . . . the remaining part of . . . £400 to **Samuel Ritchie (#175)** and **Joseph Searle Haycraft (#176)** at the same time, . . . paid by . . . James Ryder Burton by and with the like privity, consent and request of . . . Martha Russell testifies as aforesaid, the receipt of which £62 12s 1d . . . is in part satisfaction and discharge of the principal money and interest due to them (by the) . . . indentures of 20th and 21st August 1832. . . **Samuel Ritchie (#175)** and **Joseph Searle Haycraft (#176)** do hereby respectively

Summary - Field Sown with Saintfoin; 1834 F.27

admit and acknowledge and of and from the same sum of £62 12s 1d . . .
and do hereby respectively acquit, release and for ever discharge . . .
James Ryder Burton (#76) and . . . also . . . **Martha Russell (#168)**, . . . for
ever by these presents

and which said two sums of £337 7s and 11p and £62 12s 1d, making
together the sum of £400 are in full for the absolute purchase of the said
field (etc.) . . . as . . . **Martha Russell (#168)** doth hereby acknowledge and
of . . . the same sum of £400 doth hereby acquit, release and discharge . . .
James Ryder Burton, . . . for ever by these presents. 1834-4(p2:22-42)

And as well for the considerations aforesaid, as also for and in
consideration of the sum of 10s . . . to Martha Russell, at the same time,
well and truly paid by . . . **James Ryder Burton (#76)**, the Receipt whereof
is hereby acknowledged. 1834-4(p2:43-44)

Summary - Field Sown with Saintfoin; 1834 F.28

. . *Mary Wegg (#172)* and *William Wegg (#174)*, the brother, according to their estate and interest as such Trustees named in the . . will of . . *Henry Wegg (#187)*, deceased,

- but not by way of Warranty of Title
- and at the request and by the direction of:
 - . . *Martha Russell (#168)* testified by her being a party to and sealing and delivering these presents
 - and . . *Samuel Ritchie (#175)* and *Joseph Searle Haycraft (#176)*, as such Mortgagee as aforesaid but not by way of warranty of Title, and at the like request and by the like direction of the said Martha Russell testified as aforesaid,

Have . . bargained, sold, aliened and released And by these presents do .
. bargain . . and release

1834-4(p2:44- p3:5)

Summary - Field Sown with Saintfoin; 1834 F.29

and . . Martha Russell, in pursuance and in exercise of the power given to her, or of the trusts reposed in her, in and by the . . will of . .

Benjamin Russell (#167), deceased, and by force and virtue thereof and of all other powers in any wise enabling her in this behalf, hath granted, . . confirmed and by those presents doth grant, . . ratify and confirm

1834-4(p3:5-8)

and . . **Henry Wegg (#173)**, party hereto, as such Executor as aforesaid hath . . and released unto . . **James Ryder Burton (#76)** in his actual possession,

now being by virtue of a Bargain and Sale to him thereof made by . . **Martha Russell (#168)**, **Mary Wegg (#172)**, **William Wegg (#174)**, the brother, **Samuel Ritchie (#175)** and **Joseph Searle Haycraft (#176)**, in consideration of 5s by Indenture, bearing date the day

Summary - Field Sown with Saintfoin; 1834 F.30

next before the day of the date of these presents, for the term of one whole year commencing from the day next before the day of the date of the same Indenture of Bargain and Sale and by force of the Statute made for transferring uses into possession; and to his heirs and assigns,

All that field etc. . . which said field is now in the occupation of the said Martha Russell.

And also all those cottages and all . . . other buildings some time since erected by . . . **Benjamin Russell (#167)**, deceased, on part of the said field as the same are now in the several tenures or occupations of . . . **Martha Russell (#168)** and her undertenants. Together with all outhouses, gardens, barns, stables, walls, fences, hedges, ways, paths, passages, waters, watercourses, ditches, lights, easements, advantages and

Summary - Field Sown with Saintfoin; 1834

F.31

appurtenances whatsoever to the said field, . . . belonging . . . and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof and all the estate right, title, . . . whatsoever, both at Law and in Equity of them, . . . **Martha Russell (#168), Mary Wegg (#172), William Wegg (#174)**, the brother, **Samuel Ritchie (#175), Joseph Searle Haycraft (#176)** and **Henry Wegg (#173)**, party hereto, . . . 1834-4(p3:8-23)

To have and to hold the said field, etc.. . . hereinbefore described and intended to be hereby granted and released, with their appurtenances unto . . . **James Ryder Burton (#76)** and his heirs for ever. Nevertheless to the use of such person or persons for such estate or estates, interest or interests, and to and for such intents and purposes and subject to such charges, powers, provisos, declarations and agreements and in such

Summary - Field Sown with Saintfoin; 1834 F.32

manner as he, . . . James Ryder Burton, by any deed or deeds, instrument or instruments, in writing, with or without power of revocation and new appointment to be sealed and delivered by him in the presence of, and attested by, two or more credible witnesses shall, from time to time or at any time, direct limit or appoint.

And in default of and until such direction, limitation or appointment and so far as no such direction, limitation or appointment shall extend, to the use of . . . **James Ryder Burton (#76)** and his assigns during the term of his natural life, without impeachment of waste and from and after the determination of that estate by any measure in his life time. To the use of . . . **Arthur Thomas Upton (#177)** and his heirs during the natural life of . . . James Ryder Burton⁸. In trust, nevertheless, for the said James Ryder Burton and his assigns.

8

this does not seem to fit in from the previous lines

Summary - Field Sown with Saintfoin; 1834 F.33

And from and after the determination of the estate so limited in use to . . . **Arthur Thomas Upton (#177)** and his heirs, as aforesaid, To the use of . . . **James Ryder Burton (#76)**, his heirs and assigns forever. And . . . James Ryder Burton hereby declared that any wife whom he shall hereafter marry and who shall become his widow shall not be entitled to dower out of the said field, piece or parcel of land, cottages and premises, or any part thereof. 1834-4(p3:23-35)

And each of them, . . . **Mary Wegg (#172)**, **William Wegg (#174)**, the brother, **Samuel Ritchie (#175)**, **Joseph Searle Haycraft (#176)** and **Henry Wegg (#173)**, party hereto, doth hereby, (for himself . . . and so far only as concerns his and her own acts and deeds) covenant and declare to . . . James Ryder Burton, . . . that they, . . . have not . . . at any time heretofore, made, . . . or been party or privy to any act, . . . whereby . . . the said field, etc. hereby respectively granted and released, . . . can . . .

Summary - Field Sown with Saintfoin; 1834

F.34

impeached, charged, incumbered or affected in title, estate or otherwise howsoever.

1834-4(p3:35-41)

And . . . **Martha Russell (#168)** doth hereby, for herself, her heirs, . . . covenant, promise and agree to and with . . . **James Ryder Burton (#76)**, his heirs, . . . in manner following, that is to say, that the power given and reserved to her, by the . . . will of . . . **Benjamin Russell (#167)**, deceased, is in full force and that the same has not been excised . . . And that for and notwithstanding any act, deed, . . . by . . . Martha Russell, or by . . . Benjamin Russell, deceased, suffered to the contrary, then . . . **Martha Russell (#168)**, **Mary Wegg (#172)**, **William Wegg (#174)**, the brother, **Samuel Ritchie (#175)** and **Joseph Searle Haycraft (#176)** and **Henry Wegg (#173)**, party hereto, . . . now are or is lawfully seized of or well entitled to the said field, etc. . . expressed to be hereby granted and

Summary - Field Sown with Saintfoin; 1834 F.35

released with their appurtenances of a good, sure and indefeasible estate of inheritance in fee simple in possession without any condition whatsoever which can or may effect the same and that for and notwithstanding any such act as aforesaid, they, . . . **Martha Russell (#168), Mary Wegg (#172), William Wegg (#174)**, the brother, **Samuel Ritchie (#175), Joseph Searle Haycraft (#176)** and **Henry Wegg (#173)**, party hereto, now have in themselves, . . . full power and absolute authority to appoint and to grant and release the said field, etc. . . . unto and to the use of . . . **James Ryder Burton (#76)**, . . . in manner aforesaid
[1834-4\(p3:41-p.4:7\)](#)

and further that it shall be lawful for . . . James Ryder Burton, . . . at all times hereafter peaceably and quietly to have, hold and enjoy the said field, etc. without any interruption, claim or demand whatsoever of, from

Summary - Field Sown with Saintfoin; 1834

F.36

or by the said several persons, parties hereto of the first, second and third parts, or their respective heirs, or any other person or persons whomsoever claiming or . . . through or under them, . . . or through or under . . . *Benjamin Russell (#167)*, deceased 1834-4(p4:8-10)

And further that the said several persons, parties hereto of the first, second and third parts respectively . . . and all and every other person or persons lawfully or equitably claiming any estate, right, title or interest, . . . by, from, under or in trust, for them, . . . or by, from or under . . . *Benjamin Russell (#167)*, deceased, shall and will . . . upon every reasonable request, and at the costs and charges in the law of . . . *James Ryder Burton (#76)*, . . . make, do, acknowledge, levy, suffer and execute, . . . all and every such further and other lawful and reasonable acts, deeds, . . . for the further and more perfectly conveying and assuring the said field,

Summary - Field Sown with Saintfoin; 1834 F.37

etc. hereinbefore granted and released, . . with their appurtenances, unto . . James Ryder Burton, . . to the uses aforesaid as by . . James Ryder Burton (#76), . . shall be lawfully or reasonably devised or advised and required.

1834-4(p4:10-21)

And lastly . . **Martha Russell (#168)**, with the privity and consent of . . **Samuel Ritchie (#175)** and **Joseph Searle Haycraft (#176)**, testified, by their signing and sealing these presents, doth hereby, . . covenant, promise and agree with and to the said James Ryder Burton, . . that she . . and all persons claiming any estate or interest in the said Hereditaments and premises through or under her, or through or under . . **Benjamin Russell (#167)**, deceased, shall and will at all times hereafter (unless prevented by fire or some other inevitable accident) upon the request and at the expense of . . **James Ryder Burton (#76)**, . . produce

Summary - Field Sown with Saintfoin; 1834

F.38

and show, . . . to James Ryder Burton, . . . or to his or their counsel, attorney, agent or solicitor, or at any trial or hearing for the examination of witnesses in any Court of Law or equity or other Indicature or elsewhere in England according as occasion may require and permit to be perused, examined and given in evidence the several deeds and writings mentioned and particularized in the schedule hereunder written and also at such like request and expense as aforesaid (unless prevented as aforesaid) make and deliver . . . true and attested copies or abstracts of and extracts from all or any of the same deeds and writings and permit the same to be examined and compared therewith, severally, for the support of the right and title of the said James Ryder Burton, . . . in and to the said hereditaments and premises hereby conveyed, or intended so to be.

1834-4(p4:21-32)

Summary - Field Sown with Saintfoin; 1834 F.39

In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

The mark of X \$⁹ Martha Russell Wm \$ Wegg
Saml \$ Ritchie

Mary \$ Wegg Henry \$ Wegg John Searle \$ Haycraft

Summary - Field Sown with Saintfoin; 1834

F.40

The Schedule above referred to

- 3rd February 1770 *Office Copy* of the will of ***Sarah Bristow (#203)***
- 19th May 1787 *Agreement* between ***Thomas Roberts (#183)*** and ***William Curtis (#184)*** of the one part and ***Michael Wood (#115)*** of the other part
- 13th March 1800 *Certified Copy Certificate* of Contract for redemption of Land Tax¹⁰
- 25th June 1800 *Indenture* of Bargain and Sale between ***John Crouze (#178)*** of the first part, ***The Reverend Thomas Roberts (#183) and Mary (#181)***, his wife, and ***William Curtis,***

10

no reference to these first three documents in the above indenture but Roberts and Curtis are mentioned on page 1, lines 10-11

Summary - Field Sown with Saintfoin; 1834

F.41

Esquire, and Ann (#182), his wife, of the second part, Sir *Richard Grode (#185)*, Knight, and *John Cator (#186)*, Esquire, of the third part and *Benjamin Russell (#167)* of the fourth part

10th and 11th

Indentures of Lease and Release made between Benjamin Russell

September 1830

of the one part and *Mary Wegg (#172)* of the other part

20th and 21st

Indentures of Lease and Release made between the said Benjamin

August 1832

Russell of the one part and *Samuel Ritchie (#175)* and *Joseph Searle Haycraft (#176)* of the other part.