

The documents which have been transcribed, together with those mentioned in the transcriptions, are listed here in date order. Each document is identified by a number:

year written -1, -2, etc. if more than one document for that year
with "M" added for those just mentioned in other documents.

Those mentioned are listed under the date they were originally written with the document in which they are mentioned given at the end of the entry.

The transcripts have been organised into groups, generally by the land with which they are associated, and the group to which they belong is also given in the following list.

text in blue is my comments

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1704-1711

1704-1 4th Sep	Obligation	Little Boakes Lease
1704-2 5th Oct	Mortgage of a Messuage	Little Boakes Lease
1707-1 29 Sep	Lease for a Year of land called the Eagle J.Nash to T.Wells	The Eagle and Thirty Acres
1707-2 30 Sep	Indenture between Joseph Nash and Thomas Wells both of Shoreham for 2 acres of land called the Eagle	The Eagle and Thirty Acres

- 1711 Article of Agreement [Transfer of a Slip of Ground](#)
18 Mar **John Willis** to **Catherine Wells**; Transfer of a Slip of Ground: a piece of land owned by **John Willis**, yeoman, of Shoreham, was transferred to **Catherine Wells**, widow, also of Shoreham.

1734-1738

- 1734-1M will of Francis Everest [Mary Paxton's Inheritance](#)
of Fort Malborough in the East Indies Abstract 1
- 1737-1M indenture made between [Mary Paxton's Inheritance](#)
6 May **Mary Paxton** and **Francis Austin** Abstract 1;1810-3¹; 1828-2

¹

see The Three Heiresses for transcript of this document

- | | | |
|---------------------------------|--|--|
| 1737-3M
17 Nov | Deed Poll concerning
Mary Paxton and Francis Austin | Mary Paxton's Inheritance
Abstract 1 |
| 1737-2M
12 th Dec | indenture made between Francis Austin
of the first part, John Fawkner and Mary, his wife , of the second part
and Thomas Collison , of the third part | Mary Paxton's Inheritance
Abstract 1; 1810-3 |
| 1738-1 | Michas Term II Geo.2 nd | Mary Paxton's Inheritance
Abstract 1 |
| 1738-2 | indenture; 23 rd Feby. 1738 | Mary Paxton's Inheritance
Abstract 1 |

1751-1766

- 1751 indenture **The Wood Family & Land called Dunstalls**
Land sold by **Wood Family** to **James Brasier**
- 1753-1M indenture **Mary Paxton's Inheritance**
made between **Deodatus Bye** and **Mary, his wife**, and **William Wilkins**
and **Constance, his wife**, of the first part, **Susanah Borrett** of the
second part, Francis Everest Paxton of the third part and **Samuel**
Rutter of the fourth part. 1810-3
- 1759 Court Baron regarding **John Bird** **Bishops Lease**
28 May
- 1761-1 Manor of Otford **Bishops Lease**
20 Aug Bird & Taylor to John Kipps

1761-2M	Manor of Otford	Bishops Lease
28 Aug	reference in 1766-2: £75 not paid	
1766-1	Bond from <i>John Bird</i> to <i>John Chapman</i>	Bishops Lease
1766-2	Manor of Otford	Bishops Lease
	Surrender by <i>John Bird</i> to <i>John Chapman</i>	

1770-1778

- 1770 Manor of Otford **Bishops Lease**
Copy of **John Chapman**'s Admission to Bishops Lees
- 1770M Office Copy of the will of Sarah Bristow **Field Sown with Saintfoin**
3 Feb 1834-4
- 1773-1 Lease for a Year **The Wood Family & Land called Dunstalls**
from **John & Richard Wood** to **Enoch Holding**
- 1773-2 Release **The Wood Family & Land called Dunstalls**
Recovery to the use of **Mr. Michael Wood**
- 1775 Manor of Otford concerning **John Bird** **Bishops Lease**
note on the back dated 1780

- 1777-1M Indentures of Lease and Release **The 3 Heiresses**
between Samuel Bell of Shoreditch, Brewer, and Mary, his wife, of
the first part, Robert Titchborne of *Otford Place near Seven Oaks*,
Esquire, of the second part, and Stevene Totton of Spital Square
Gentleman, of the third part. 1810-2; 1810-3; Abstract 2
- 1778-1M Indentures of Fine **The 3 Heiresses**
18th Geo. 3rd between Robert Titchborne, Esquire and Stevene
Totten, Gentleman, Plaintiffs
Hilary Term and Samuel Bell and Mary, his wife, Deformiants.
1810-2 ; Abstract 2

1780-1790

- 1780 Manor of Otford: **Bishops Lease**
Surrender of John Bird to Thomas Forsyth, Esq. & his Admission
- 1783 Manor of Otford: **The Eagle and Thirty Acres**
Copy Admissions of Ann Nash and Elizabeth Mumford and H. Urquhart, Esq. to certain Copyhold premises within said Manor. This document includes details of the Court Baron held on 28th May 1828. Both documents are given in full, the latter being 1828-3
- 1786-1M Will of Robert Titchborne **The 3 Heiresses**
then described of the Town of Oakingham in the County of Berks.
1810-2; 1810-3; Abstract 2

- 1787M Agreement between Thomas Roberts and **Field Sown with Saintfoin**
19 May William Curtis of the one part and Michael Wood of the other part
1834-4
- 1788-1M will of Elizabeth Titchborne **The 3 Heiresses**
1810-2; 1810-3; Abstract2
- 1790-1M a codicil to 1788-1. **The 3 Heiresses**
1810-2; 1810-3; Abstract2

1795-1797

- 1795M Articles of Agreement **The 3 Heiresses**
30th Jan; between **Charles Hales (#85)** and **Elizabeth Everest**
Abstract2
- 1796-1M Indentures of Lease & Release **Rumney Street**
1 & 2 Jul made between William Small and **James Martyr**, of **Otford** purporting
to be a Mortgage ?? fee of the above Granted and Released
premises, amongst others, from William Small to James Martyr for
securing the sum of £500 and lawful Interest. 1800-2; Abst. 1842-1
1800-2 (p.4: 10-13)
- 1797-1 Lease for a Year **The Wood Family & Land called Dunstalls**
Mr Rich to Mrs. Jane Smith
- 1797-2 Release **The Wood Family & Land called Dunstalls**
Mr Rich to Mrs. Jane Smith

1798

1798-1M 14 th Feb	An Order made in the High Court of Chancery	The 3 Heiresses Abstract2
1798-2M 1798-3M	Indentures of Lease and Release, 20 th & 29 th June	The 3 Heiresses Abstract2
1798-4M	Indenture of Fine between William Hales (#84) and William Everest	The 3 Heiresses Abstract2
1798-5M 1798-6M	Indenture of Lease; 27 th November Indenture of Release 28 th November	The 3 Heiresses Abstract2

1800

1800-1	Indentures of Lease 26 th December 1800	Rumney Street
1800-2	Indenture of Release 27 th December 1800	
26 & 27 Dec	Mr. William Small by direction of Mr. Thomas Romball . . to Mr, Thomas ???	Abstract 1842-1
1800-3M	Indenture of Fine	The 3 Heiresses Abstract2
1800-4M 13 March	Certified Copy Certificate of Contract for redemption of Land Tax.	Field Sown with Saintfoin 1834-4

1800-5M Indenture of Bargain and Sale between **Field Sown with Saintfoin**
25 June John Creuze of the first part, The Reverend Thomas Roberts and
Mary, his wife, and William Curtis, Esquire, and Ann, his wife, of the
second part, Sir Richard Grode, Knight, and John Cator, Esquire, of
the third part and Benjamin Russell of the fourth part 1834-4

1804-1805

1804-1 Lease for a Year **The Wood Family & Land called Dunstalls**
G. T. Goodenough and another to Thos. F. Jennings as trustee
for Sir Walter Stirling, Bart.

1804-2 Release of a **The Wood Family & Land called Dunstalls**
Messuage & Farm called Dunstalls G. T. Goodenough & his Trustee
to Sir Walter Stirling, Bart & his Trustee

- 1804-3M lease for a period **The Wood Family & Land called Dunstalls**
of thirty years; dated 13th October 1804 mentioned in the
Reconveyance of 1807 and document 1810; the land so leased
appears to be the same 17 acres, part of Dunstalls, as that in
document 1805 when it was leased out for a period of 49 years.
- 1805M lease **The Wood Family & Land called Dunstalls**
dated 12th July 1805 mentioned in documents 1806-3 and 1810; this
was for 17 acres, part of Dunstalls, for a period of 49 years; both this
lease and the one dated 1804, seem to have been to Robert Jones

1806

- 1806-1 Lease 1806 Dunstalls**The Wood Family & Land called Dunstalls**
29 May Sir Walter Stirling, Bart. to Charles James, Esquire
- 1806-2 Bargain & Sale 1806 **The Wood Family & Land called Dunstalls**
29 May Sir Walter Stirling, Bart. and his Trustee to Charles James, Esq.

- 1806-3 Appointment & Release **The Wood Family & Land called Dunstalls**
30 May Sir Walter Stirling, Bart. to the Trustee of the Earl of Moira.
- 1806-1r Reconveyance 1807 **The Wood Family & Land called Dunstalls**
13 Jan 1807 on back of lease
Charles James, Esq. to Sir Walter Stirling, Bart.
- 1806-2r Reconveyance 1807 **The Wood Family & Land called Dunstalls**
13 Jan 1807 on back of bargain
a copy of that in 1806-1 with slight variations; Charles James, Esq. to
Sir Walter Stirling, Bart.
- 1806-3r Reconveyance **The Wood Family & Land called Dunstalls**
14 Jan 1807 on back of appointment
The Earl of Moira & his Trustees to Sir Walter Stirling, Bart.

1808-1809

- | | | |
|--------|--|--|
| 1808 | Assignment of a Mortgage | Rumney Street |
| 27 Dec | Mr. William Taylor to Messrs. John Thomas and a Clement Taylor | Abst. 1842-1 |
| 1809 | Lease for 44 years | The Wood Family & Land called Dunstalls |
| 7 Dec | Sir Walter Stirling, Bart. to Horace Watson, Esq. | |

1810

- | | | |
|------------------|---|---|
| 1810-6
16 Feb | Lease
Mr. Thomas Romball and another to Isaac Espinasse, Esquire | Rumney Street
Abstract 1842-1 |
| 1810-7
17 Feb | Appointment & Release
Mr. Thomas Romball & others to Isaac Espinasse, Esq. | Rumney Street
Abstract 1842-1 |
| 1810-1
1 Jun | Lease for a Year
from Robert Samuel Everest to Walter Stirling | The 3 Heiresses |
| 1810-2
2 Jun | Deed of Covenant:
Mr. William Everest to Sir Walter Stirling | The 3 Heiresses |
| 1810-3 | Indenture of Five Parts. | The 3 Heiresses |

Release of Lands in Shoreham to Sir Walter Stirling

- 1810-4 Lease for a year **The Wood Family & Land called Dunstalls**
22 Oct between Sir Walter Stirling and Sir Thos. Theophilus Metcalfe,
George Abercrombie Robinson, Sir Richard Carr Glyn and Joseph
Dorin.
- 1810-5 Mortgage **The Wood Family & Land called Dunstalls**
23 Oct between Sir Walter Stirling and Sir Thos. Theophilus Metcalfe,
George Abercrombie Robinson, Sir Richard Carr Glyn and Joseph
Dorin

1812-1814

- 1812 Proceedings of Special Court Baron **Bishops Lease**
27 June Admission of Mrs Jane Forsyth; Surrender to Alexander Murray.
- 1813 Indenture **Mary Paxton's Inheritance**
4 & 5 Oct also by certain other Indentures of Lease and Release and
Assignment
. . . Release and Assignment being made between 7 parties: 1828-2
- 1814-1 Indenture **The Wood Family & Land called Dunstalls**
12 Oct between George Abercrombie Robinson, Sir Richard Carr Glyn,
Joseph Dorin and Sir Walter Stirling
- 1814-2 Indenture **The Wood Family & Land called Dunstalls**
13 Oct between George Abercrombie Robinson, Sir Richard Carr Glyn,
Joseph Dorin and Sir Walter Stirling

1824-1828

- 1824
11 June Proceedings of Special Court Baron **The Eagle and Thirty Acres**
Admission of Mrs Ann Timbrell to reclaim premises at Shoreham and
surrender of same to the need of her will
- 1828-1 Lease for a Year **Mary Paxton's Inheritance**
J.B. Carter, Esq. and Captain Burton
- 1828-2 Conveyance of **Mary Paxton's Inheritance**
Woodlands at Shoreham; J.B. Carter, Esq. and Captain Burton
- 1828-4 Manor of Otford: **The Eagle and Thirty Acres**
Copy Admissions of Ann Nash and Elizabeth Mumford and H.
Urquhart, Esq. to certain Copyhold premises within said Manor.
This document includes details of the Court Baron held on 28th May
1828. Both documents are given in full.

1828-3 Conveyance of Two Cottages
29 Nov Isaac Espinasse to James Espinasse

Rumney Street
Abstract 1842-1

1830-1832

1830-1,2M Indentures of Lease and Release
10 & 11 made between Benjamin Russell of the one part
Sep and Mary Wegg of the other part

Field Sown with Saintfoin

1834-4

1830-3M Henry Wegg made his last will and
14 Oct 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

Field Sown with Saintfoin

1834-4

1832	Prepositor or Manor of Otford	Little Boakes Lease
18 June	Grant of a Piece of Ground within the said Manor	

1834

1834-1	Manor of Otford:	Bishops Lease
	Admission of Mrs Jane Bartholomew and conditional surrender to Miss Elizabeth Wiggins	

1834-2	Manor of Otford:	Bishops Lease
	Conditional Surrender to Miss Jane Ann Wanga	

1834-5, 6	Lease and Release	Rumney Street
11 & 12	James Espinasse, Esq. to Mr. J.B. Miskin	
May		Abst. 1842-1

1834-7 Assignment **Rumney Street**
12 May William Cook, Esq. to Mr. William C. Fooks Abst. 1842-1

1834-3 Lease for a year **Field Sown with Saintfoin**
25 Jun Mrs Martha Russell & others to Captain James Ryder Burton

1834-4 Release of a Field and Cottages **Field Sown with Saintfoin**
June at Shoreham; Mrs Martha Russell & others to Captain James Ryder
 Burton

1837

1837 Policy of Insurance **Rumney Street**
 for Fox and Hounds mentioned in Release 1842-2

1842

1842-1	Abstract of Title	
	Indentures of Lease & Release	26 th & 27 th December 1800
	Indenture	27 th December 1808
	Indenture of Lease	16 th February 1810
	Indenture of Release	17 th February 1810
	Conveyance of Two Cottages	29 th November 1828
	Lease	11 th May 1834
	Release	12 th May 1834
	Assignment	12 th May 1834
1842-5	Letter	Rumney Street
19 Apr	from Alfred Russell to Messrs. Baxendale & Co. Solicitors	
1842-4	Bond of Indemnity	Little Boakes Lease
21 May		

1842-2 Release **Rumney Street**
30 Jul James Black Miskin, Esq. to Captain James Ryder Burton

1842-3 Assignment **Rumney Street**
30 Jul Mr. Wm. Cranoft Fooks /J. B. Miskin, Esq. to a Trustee of J. R. Burton

Abstracts

There are five documents called Abstracts which summarise documents from previous years, sometimes many years ago. The first three mention land, etc. from a number of different areas.

Abstract1.pdf 1734 - 1777 (dates covered; date written not known)

Abstract2.pdf

1777- 40th Geo. III (1800)

Abstract3.pdf

1806 (separation of Charles Hales and Elizabeth Harriet Hales)

The other two are:

Abstract of Title of George Daysh Bartholomew 1759

concerned with Bishops Lease and included with other transcripts for Bishops Lease

Abstract of Title 1842-1

concerned with Rumney Street and included with other transcripts for Rumney Street

Little Boakes Lease

Documents

1

	Document date - reference	page
Obligation	1704-1	2
Mortgage of a Messuage	1704-2	5
Grant of a Piece of Ground	1832	19
Bond of Indemnity	1842-4	22

4th September 1704

1 . . . presents me, **Edmund Lock de Stanstead** (#100) in
2 County Kent, yeoman, tenori et firmitor obligari **John Eves de**
3 **Woodland** (#101)
4 in County predict, yeoman, surentis et octoginta libris bone of
5 legalis monete Anglie Solvend eidem John Evese aut snocerto attorn
6 Executorily vol Administrator suis ad quam quidem Soluconom
7 ?? firmitor per presents Sigillo meo Sigillat ?? Sexto
8 die Octobris Anno regni Domino nostre Anne Dei gratia
9 Anglie Scotie, Francie et Ibernica Regina, fidei defendor
10 et tertio, dunog D?? Millesius Septingosimo quarto 1704:

1 The condition of the above written obligation is such that if the above
2 bounden **Edmund Lock**, his heirs, Executors and Administrators ?? of
them
3 do well and truly observe, perform, fulfill and keep all and singular the
4 Covenants, grants, Articles, Clauses and Agreements which on his and
their
5 part and behalf are, or ought to be, observed, performed, fulfilled and
6 kept, mentioned and comprized in a certain pair of Indentures of Release
7 of the dare above written, made between the above bound Edmund
Locke
8 of the one part. And the above named **John Eves** of the other part. And
9 do sufficiently Save, keep harmless and Ind??prised the message,
10 Lands, Woodlands and premises in the said Indenture of Release
mentioned
11 to be Conveyed to the said John Eves, his heirs and Assigns, of and from
all
12 Dower rights and title of Dower which **Frances (#104), his reputed wife,**

shall,
13 or may claim, challenge or demand of and in the said Messuage, Lands
and
14 premises and any part thereof. And that in and by all things according to
15 the true intent, effect and meaning of the same Indentures, Then this
16 Obligation to be void and of none effect or else it to stand, remain and
17 abide in full power, force and virtue.

Sealed and delivered

In the presence of

Edmond Locke
seal

John Cadd
John Hodsoll²

Little Boakes Lease

Mortgage of a Messuage - 1704
Document 1704-2

5

On the outside:

5th Oct 1704

<i>John Codd</i>	}	The assignment of <i>Edmund Lock</i> 's Mortgage of a Messuage
to	}	lands & woodland lying in <i>Shoreham</i> in trust for <i>John</i>
<i>Thomas Weller</i>	}	<i>Eves</i> who hath agreed to purchase the inheritance

This Indenture Quadripartite³

made the fifth x x x day of
October in the third year of the
reign of our Sovereign Lady
Anne by the grace of God of

2 England, Scotland, France and Ireland, Queen, Defender of the faith,
etc. Annoq. Dudone One Thousand, Seven hundred and four
Between John Codd (#102) x x of **Kemsing** in the County
3 of Kent, yeoman, of the first part, **Thomas Weller (#103)** of **Kingsdown**
in ye said County, Labourer, of the second part, **John Eves (#102)** of
Woodland in the said County, yeoman, of the third part And **Edmund**
4 **Lock (#100)** of **Stanstead** in the said County, yeoman, of the fourth
part. **Whereas** the said Edmund Lock, by his Indenture of demise
purporting a Mortgage bearing date the eighteenth day
5 of December which was in the sixth year of the reign of our late

3

large lettering with decoration

Sovereign Lord and Lady, William and Mary, by the grace of God of
England, Scotland, France and Ireland, King and Queen,
6 defenders of the faith, etc. Annoq. Dudone One Thousand, Six hundred,
ninety and four, in consideration of the sum of one hundred pounds of
lawful money therein mentioned to be paid unto him by the
7 said John Codd at and before the sealing and delivery of the said recited⁴
Indenture, **Did** grant, bargain, sell, demise, lease and to farm and let
unto the said John Codd, his Executors, Administrators and Assigns,
8 **All** that now built Messuage or Tenement with the barns, stables,
outhouses, Edifices and buildings, yard, garden and orchard thereunto
belonging. **And** that part or parcel of Woodland or
9 Coppice ground commonly called or known by the name of *Little Boakes*

4

“recyted” - recited; occurs again in lines 15, 18, 22, 30,
31, 35 and 42; presumably the Indenture mentioned in
line 4

Lease, or by what other name or names soever the same is or hath been called or known, containing, by estimation, Ten acres
10 more or less, upon part of which the aforesaid Messuage or Tenement, Barns, Stable and outhouses were lately erected and built, situate, lying and being in the parish of *Shoreham* in the said
11 County of Kent and then in the occupation of the said Edmund Lock and *William Harvy* and their, or one of their, Assigns. And also all ways, waters, Timber trees, rents, profits, Commons, commodities,
12 hereditaments and Appurtenances, whatsoever to the said premises belonging or therewith used or enjoyed or reputed or taken as part, parcel or member thereof. And the reversion and reversions
13 remainder and remainders, thereof. And all the whole estate, rights, title, interest, use, possession, property, claim and demand whatsoever of him, the said Edmund Lock, of, in and to the same premises

14 And all Deeds and writings concerning the same, or any part thereof. **To have and to hold** the said Messuage or Tenement, lands and premises

therein mentioned to be granted and
15 demised (amongst other things) with their appurtenances unto the said
John Codd, his Executors, Administrators and Assigns, from the making
of the said recited Indenture for the term of Two
16 Thousand years without impeachment of waste **Under** the rent of a
peppercorn payable at the first day of December if demanded. **Upon**
special provisos or conditions Nevertheless therein
17 Contained, That if the said Edmund Lock, his heirs, Executors,
Administrators or Assigns, should pay, or cause to be paid, unto the said
John Codd, his Executors, Administrators or Assigns, the sum of
18 One hundred and five pounds at or in the then and yet dwelling house of
the said John Codd on such days, and in such manner, as therein is
expressed taxfree⁵ As in and by the said recited
19 Indenture of Lease amongst divers other Covenants, grants, Articles and

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“taxefree”

Agreements therein contained whereunto relacon? being had may more
at large appear⁶. **And whereas** the
20 said sum of One hundred and five pounds was not paid on the day
therein limited but the said principal sum of One hundred pounds
remained still unpaid by reason whereof the
21 said Messuage or Tenement, Lands and premises and the said farm and
estate therein granted (amongst other things) became absolute in him,
the said John Codd, for and during all the rest
22 and remainder of the said Term of Two Thousand years granted by the
said recited Indenture of Lease as are to come and unexpired. **Now**
this Indenture witnesseth
23 that for and in consideration of the sum of One Hundred pounds of lawful
money of England to him, the said John Codd, by the said Thomas

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this seems to imply that if Lock paid £105 the land
would remain with him

Weller⁷ (being the proper money of him, the said
24 John Eves, and by the direction and appointment of him, the said
Edmund Lock, testified by his being a party to and signing and sealing of
these presents) at and before the sealing and delivery of
25 these presents well and truly in hand paid being part of the consideration
money mentioned in certain Indentures intended to bear date the day
after the date of these presents made between
26 the said Edmund Lock of the one part and the said John Eves of the other
part, The receipt whereof and himself therewith full satisfied and paid,
he, the said John Codd, doth hereby acknowledge and
27 thereof and of every part and parcel thereof, Doth freely and ?? acquit,
release and discharge the said Thomas Weller and John Eves, and either
of them, their and either of their heirs, Executors
28 and Administrators, and every of them for ever by these presents ?? the

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from here onwards, whenever the name Weller appears,
it is followed by two signs rather like "\$" on its side

29 said John Codd, at the request and by the direction of them, the said
John Eves and Edmund Lock, testified as aforesaid **hath** bargained,
sold, assigned and set over and, by these presents, doth bargain, sell,
assign and set over. And the said Edmund Lock Doth thereby Ratify and
30 Confirm unto the said Thomas Weller, **All** and singular
the said therein recited Messuage, Lands and premises, with their
appurtenances, in and by the said recited Indenture of Lease (amongst
other things) demised. And all the estate, right, title, interest,
31 term of years therein yet to come and unexpired, claim and demand
whatsoever of him, the said John Codd, of, in and to the same together?
also with the said recited Indenture of Release. **To have and**
32 **to hold** the said Messuage or Tenement, Lands and premises thereby
bargained, sold, assigned and set over or mentioned or intended to be
hereby bargained, sold, assigned and set over, with their appurtenances,
33 whatsoever unto the said Thomas Weller, his Executors, Administrators
and Assigns, from the day of the date hereof, for and during all the rest

and remainder of the said term of Two Thousand years,
34 therein yet to come and unexpired, in as large and ample manner and
form to all intents and purposes whatsoever as he, the said John Codd,
his Executors and Administrators, hath may, might or
35 ought to have, hold and enjoyed the same premises (amongst other
things) by force and virtue of the said recited Indenture of Lease or
otherwise howsoever together also with the said recited Indenture
36 of Lease. **In trust** Nevertheless that the said Estate and interest in and
to the premises hereby assigned, or intended to be hereby assigned, unto
the said Thomas Weller, his Executors, Administrators
37 and Assigns, shall attend and wait upon the Inheritance of the same
premises which the said John Eves hath agreed to purchase of the said
Edmund Lock and to be reckoned and esteemed as a
38 part thereof, from time to time, during the residue of the said term of two
thousand years yet to come and unexpired. And to the intent that the
said Thomas Weller, his Executors, Administrators
39 and Assigns, shall and will, at all times thereafter, permit and suffer him,

the said John Eves, his heirs and Assigns and such other person and persons who shall, at any time hereafter become
40 lawfully seised of the same premises, or any part or parcel thereof, by force and virtue of any disposition or conveyance to be made thereof by the said John Eves, his heirs and assigns, to hold and
41 enjoy the same premises, or such part thereof as he, or they, shall be so seised of as aforesaid and to receive and take the rents and profits of the same during all the residue of the said term
42 of Two Thousand years granted by the said recited Indenture of Lease yet to come and unexpired. **And the said** John Codd doth, for himself, his Executors, Administrators and Assigns, Covenant
43 promise and grant, to and with the said John Eves, his heirs, Executors, and Assigns, by these presents, That he, the said John Codd, hath not at any time heretofore done or committed or wittingly or willingly
44 suffered any manner of act, deed, matter or thing whatsoever, whereby or wherewith the premises hereby assigned, or hereby intended to be

45 assigned, or any part or parcel thereof, are, is, shall or maybe,
in any manner of wise or sort, impeached, charged or incumbered in, by
or with any manner of estate, title, charge or other Incumbrance
whatsoever. **In witness** whereof All the said parties
46 to every part of these present Indentures their hands and seals have set
the day and year first above written.

There are four seals at the bottom of this Indenture:

John Codd	with his signature
a seal with a ship on but not name with it;	was this the seal of Thomas Weller?
John Eves	with his name and mark
Edmund Lock	with his signature

On the back of the indenture:

Read on the day and year first within	}	
written by me, the within named John	}	
Codd , the within named Thomas Weller ⁸	}	£
and John Eves the within mentioned sum	}	100
of one hundred pounds in full of the consideration	}	
money within mentioned to be paid to me by the	}	
within named Thomas Weller. I say received.	}	

8

again with the above described sign after the name which looks as if it could possibly have been added later both her and later in this note

Witness hereto:

William Eves, the elder

his mark

Ellen Brann

her mark

John Hodsoll

By me John Codd

Sealed and delivered (being first lawfully
stamp) by the within named *John Eves & Edmund
Lock* In the presence of

Edm. Hodsoll

John Hodsoll

Sealed and delivered by the within named
John Codd in the presence of

Little Boakes Lease

Mortgage of a Messuage - 1704
Document 1704-2

18

William Everest, the
elder his mark

Ellen Brann

her mark

John Hodsoll

On outside:

Prepositor or Manor of Otford

Grant of a piece of Ground within the said Manor

Prepositor or

Manor of Otford

*The Court Baron of the Right
Honourable William Pitt, Earl*

Amhurst holden at the House of
Daniel Day known by the name or sign
of the *Bull at Otford* in the County of
Kent the eighteenth day of June one
thousand eight hundred and thirty two.
Before George Lennard Austen, Gentleman
Steward there.

It is thus enrolled

1 **The Homage**, being charged upon their oaths, present and say that it
shall and may be lawful
2 and they do thereby, as well for themselves as all other the Tenants of the
3 said Manor, give and grant and the Lord of the said manor doth
4 hereby also give and grant free leave, liberty and licence unto **James**
5 **Wallis** of **Cowden** in the county of Kent, publican, with a hedge or ditch
6 or other fence to enclose and fence in All that piece or parcel of ground,
7 part and parcel of the waste of the said Manor, situate and being
8 near to the front of the dwelling house on the farm called **Little Boaks**
9 **Lee** on the **East Hill** in the parish of **Shoreham** containing two
10 roods and twenty three perches⁹ or thereabouts as the same is

9

about two-thirds (0.64) of an acre - see Summary:
Dunstalls: Lease & Release 1804 for details of roods and
perches

11 more particularly delineated by a plan thereof now deposited among
12 the Records of the said Manor and the same so inclosed. To
13 hold unto the said James Wallis, his heirs and assigns, forever
14 Saving and reserving unto the Lord or Lady of the said Manor,
15 for the time being, fealty, suit of Court, Heriot and Relief when
16 the same shall happen and all other customs, rents and
17 services which are appendant and belonging to the
18 said Manor. And also yielding and paying yearly and
19 every year, on the twenty ninth day of September, unto
20 such Lord or Lady for the time being, the rent or sum of
21 One shilling.

Examined

G L Austen¹⁰

Steward

10

signature

On outside:

Dated 21st May 1842

Mr. James Wallis
to
Capt. J.H. Burton

Bond of Indemnity

1 ***Know all Men*** by these Presents
2 that ***James Wallis*** of ***Cowden*** in the county of
3 Kent, Farmer, am held and firmly bound to ***James***
4 ***Ryder Burton*** of ***Park Square, Regents Park*** in

5 11 the County of Middlesex, a Captain in the Royal Navy
6 in the final sum of five hundred pounds of good and
7 lawful money of Great Britain to be paid to the said
8 James Ryder Burton, or his certain Attorney, executive,
9 administrators or assigns. For which payment to be
10 well and faithfully made, I bind myself, my heirs, executors
11 and administrators, and every of them, firmly by these
12 presents, Sealed with my Seal, Dated this twenty first
13 day of May, One thousand eight hundred and forty two.

11

there is a circular stamp here of a crown with "London" written above and the date "13.5.42" below; this date is eight days earlier than that given in line 12 of the text

14 **Whereas John Holmden** of **Heaver**¹² in the county of Kent, yeoman,
15 by his Will bearing date the twenty sixth day of March One thousand
16 seven hundred and seventy years and executed and attested in the
 manner
17 then required for passing freehold estates of inheritance by devise, gave
18 and devised unto **John Humphrey**, of Heaver aforesaid, Farmer and
 Thomas
19 **Waterman** of the same place, Farmer, and their heirs, All his messuages,
20 ands, tenements and hereditaments, whatsoever and wheresoever except
21 certain premises in **Chevening** thereafter otherwise disposed of, To hold
22 the same unto the said John Humphrey and Thomas Waterman and
23 the survivor of them, and the heirs of such survivor, Upon trust to receive
24 the rents, issues and profits of the said messuages, lands and tenements
25 except as before excepted and apply the same (except as aforesaid and

12

Hever

also

26 except the rents, issues and profits of a messuage, land and premises at
27 **Steers Hill** in the Parish of **Shoreham** in the county of Kent) in manner
28 therein mentioned. And as to the rents, issues and profits of the said
messuage,
29 lands and premises at Steers Hill aforesaid and which were then in the
30 occupation of **Richard Clarke** at the yearly rent of Eight pounds ten
shillings
31 to be received as aforesaid by the said John Humphrey and Thomas
32 Waterman and the survivor of them and the heirs of such survivor, Upon
33 trust to apply the same to the bringing up, maintenance and support
34 of his Daughter, **Ann Holmden**, until she should attain twenty-one years
35 and so soon as she should attain twenty one years, Then he gave
36 and devised the said messuage, lands and premises at Steers Hill
37 aforesaid unto his said Daughter, Ann Holmden, her heirs and assigns,

page 2:

1 for ever. **And whereas** the Testator died without having altered or
2 revoked his said, in part, recited will and the same will was duly proved
3 in the Prerogative Court of the Archbishop of Canterbury on or
4 about the twenty fourth day of October One thousand seven
5 hundred and seventy seven. **And whereas** on or about the
6 thirtieth day of May One thousand seven hundred and ninety six, the
7 above bounden **James Wallis** intermarried with the said **Ann Holmden**
8 which marriage was solemnized at the Parish Church of **St. Margaret,**
Westminster
9 **And whereas** the said Ann Holmden died in the month of September
One
10 thousand seven hundred and ninety nine and was buried at **Heaver** in the
said
11 County of Kent on the fourteenth day of September in the same year.
And whereas the

12 said **Ann Wallis** had issue two children only, namely **Sarah Wallis** and
13 **Sophia Wallis**
14 who both died shortly after the said Ann Wallis and the said Sarah Wallis
15 was
16 buried at Heaver aforesaid on the said fourteenth day of September One
17 thousand
18 seven hundred and ninety nine and the said Sophia Wallis was buried at
19 the same
20 place on the nineteenth day of the same month of September. **And**
whereas upon
the decease of the said Ann Wallis, the said James Wallis entered into
possession
of the said messuage, lands and premises so devised to the said Ann
Wallis, formerly
Ann Holmden as aforesaid and into the receipt of the rents and profits
thereof and
he has, ever since, been in the undisputed possession of the same

hereditaments

21 and in receipt of the rents and profits thereof. **And whereas**, on or
about the twentieth
22 day of October One thousand eight hundred, the said James Wallis
intermarried with
23 **Caroline Glover** and such marriage was solemnized in the Parish of
Hartfield in
24 the said County of Sussex. **And whereas**, by an Indenture of Release
bearing even date
25 with the above written Bond and made between the said James Wallis
and
26 Caroline, his wife, of the first part. the above named **James Ryder Burton**
of the
27 second part and **Arthur Thomas Upton** therein described of the third part
and
28 intended to be duly acknowledged by the said Caroline Wallis in
consideration of

29 the sum of Two hundred and twenty pounds to the said James Wallis
paid by the
30 said James Ryder Burton, All that messuage, tenement or dwelling house
with the
31 Barns, Stables, outhouses, edifices, buildings, yards, gardens and orchard
thereunto
32 belonging. And also all those three several pieces or parcels of arable or
pasture ground
33 containing together, by estimation, five acres more or less and formerly
grubbed
34 and taken out of a parcel of land called *Little Beak Lees*¹³ alias *Frendans*
thereunto
35 adjoining and to and with the said messuage ??ved and belonging. And
also

13

“Little Boakes Lees” or Lease

36 all that the remainder of the said parcel of wood land called called **Little**
37 **Beak Lees**
38 alias **Frendans** formerly divided into two severals containing together, by
39 estimation, seven acres more or less. All which said premises were
40 situate,
41 lying and being at or near Steers Hill aforesaid (and are the same
42 premises
43 which were devised by the said John Holmden to, or in trust, for the said
44 Ann Wallis, formerly Ann Holmden as aforesaid) were, with the
45 appurtenances
46 (amongst other premises) conveyed and assured unto and to the use of
47 the

page 3:

1 said **James Ryder Burton**, his heirs, appointees and assigns, in manner
therein
2 mentioned, discharged from all right and title to dower or ??bench of the
said
3 Caroline Wallis out of or upon the same. **And whereas** upon the treaty
for the
4 said purchase by the said James Ryder Burton of the said hereditaments,
It
5 was agreed that the said James Wallis should enter into a Bond for the
6 purpose of indemnifying the said James Ryder Burton, his heirs,
appointees
7 and assigns, from and against all loss, damage, costs, charges and
expenses
8 which he or they might incur or sustain by reason of any action, suit,
claim
9 or demand which might be made or prosecuted? by any person or persons

10 claiming any right or interest in or to the said hereditaments by, from,
11 through
12 or under the said *John Holmden* or by, from, through or under the said
13 *Ann Wallis*, formerly Ann Holmden, deceased. **Now the Condition** of
14 the above
15 written Bond or Obligation is such that if the above bounden *James*
16 *Wallis*,
17 his heirs, executors and administrators, do and shall, from time to time
18 and at all times, for and during the period of twenty years next ensuing
19 the date of the above written Bond, well and sufficiently save, defend,
20 keep
21 harmless and indemnified the said James Ryder Burton, his heirs,
appointees
and assigns, from and against all sums of money before damages, costs,
charges and expenses which he, the said James Ryder Burton, his heirs,
appointees or assigns, shall or may pay, incur or sustain, by reason or in
consequence of every or any action, suit, entry, eviction, ejection, claim

or

22 demand which shall or may be brought, prosecuted, made or effected
23 against him or them or against his or their tenant or tenants, by any
person

24 or persons whomsoever now having or claiming or who shall or may
25 hereafter have or claim any estate, right, title, trust or interest at Law or
in

26 Equity in or to the said messuage, lands, hereditaments and premises
comprised

27 in and conveyed by the hereinbefore recited Indenture of Release of even
date

28 with the above written Bond, or any of them or any part or parts thereof,
29 by, from, through, under or in trust for the said John Holmden or by,
30 from, through, under or in trust for the said Ann Wallis, formerly Ann
31 Holmden, respectively deceased, Then the above written Bond or
Obligation

32 shall be void but otherwise shall be and remain in full force and virtue.

Signed, Sealed and delivered }
by the said James Wallis }
in the presence of }

James Wallis (signature)

? ? Bosill

Essex Street

Strand

The Eagle and 30 Acres

Documents

1

	Document date - reference	page
Lease for a Year	1707-1	2
Indenture of Sale	1707-2	7
Manor of Otford July 1783 & May 1828		20
Manor of Otford 28 th June	1783	21
Manor of Otford 28 th May	1828-4	43

The accounts of these two meetings of the Court Baron, separated by 45 years, are written as one document with pages 1 to 6 describing the Court Baron of 28th July 1783, pages 6 & 7 that held on 28th May 1828. Both seem to be written in the same hand implying that the complete document was written on, or after, 28th May 1828. The first part, concerned with Ann Nash and Elizabeth Mumford (and many others) appears to have been abbreviated since the phrase “and so forth” is used in many places.

Manor of Otford June	1824	49
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The Eagle and 30 Acres

Lease for a Year - 1707
Document 1707-1

2

On the outside:

29th Sep 1707

Lease for a Year - J.Nash to T.Wells
Eagle

Sealed and delivered (with the two Six penny
stamps hereupon) in the presence of

Tho. Streatfield
John Hodsoll

This Indenture¹⁴ made the nine and twentieth day of September in the sixth year of the reign of our
2 sovereign Lady Ann by the grace of God of Great Britain, France and
Ireland, Queen, Defender of the Faith, etc. Anno? Dud
3 one thousand, seven hundred and seven, **Between Joseph Nash** of
Shoreham in the County of Kent, yeoman, of the
4 one part and **Timothy Wells** of **Shoreham** aforesaid, Malster, of the other
part, **Wittneseth** that the said Joseph Nash,
5 for and in consideration of the sum of five shillings of lawful money of
England, to him in hand paid by the said Timothy
6 Wells of and before the ensealing and delivery of these presents the
receipt and payment whereof he doth hereby
7 acknowledge, **hath** granted, bargained and sold, and by these presents
doth grant, bargain and sell, unto the said Timothy Wells,

8 his executors and administrators, **All** that messuage or tenement,
commonly called or known by the name of the **Eagle** or by
9 whatsoever other name or names the same is or hath been called or
known by, situate, lying and being in **Shoreham**, aforesaid,
10 in the aforesaid county of Kent, near to the Church gate there with the
Malthouse, barns, stables, outhouses, edifices and buildings,
11 closes, yards, gardens, outhouses, backsides and appurtenances
thereunto adjoining and belonging. And all one part of Land called and
12 known by the name of **Lambes three yards**, or by whatsoever other name
or names the same be called, joining to a field called
13 **Berry Croft**, containing? All, by estimation, two acres more or less,
situate, lying and being in Shoreham, aforesaid, and now, or late, in the
14 tenure or occupation of the said Joseph Nash, his assignee or assigns,
Together with all ways, waters, watercourses, fences, trees, woods,
15 privedged commons, commodities, hereditaments and appurtenances
whatsoever to the said messuage or tenement, land and premises,
16 or any part thereof belonging or appertaining or therewith used, occupied

17 or enjoyed or accounted or taken as part, parcel or member
18 thereof, or any part thereof. And the reversion and reversions, remainder
19 and remainders, rents, issues and profits of all and
20 singular, the said messuage or tenement, lands and premises, and of
21 every part and parcel thereof, with their and every of their
22 appurtenances **To have and to hold** All and singular the said
23 messuage or tenement, lands and premises herein before
24 mentioned and intended to be hereby granted, bargained and sold, and
every part and parcel thereof, with their, and every of
their appurtenances unto the said Timothy Wells, his executors,
administrators and assigns, from the day before the date hereof
for and during the term of one whole year from thence next ensuing and
fully to be complete and ended. **Yielding**
and paying therefore, at the end of the said term, the rent of one
peppercorn if demanded. To the intent that, by virtue of
these presents and of the statute for transferring uses into possession, the

25 said Timothy Wells, may be in Actual possession of the
premises and be thereby enabled to accept and take a grant and release
of the reversion and inheritance thereof to him and
26 his heirs. **In witness** whereof the parties first above named, to these
present, Indentured their hands and seals
27 Interchangeably have set the day and year first above written.

seal and signature of Joseph Nash

On the outside:

30th Sep 1707

the description is difficult to read but the document is an Indenture between **Joseph Nash** and **Thomas Wells** both of **Shoreham** for 2 acres of land called the **Eagle** which is the land which was leased to Thomas Wells for a year by the indenture written the previous day - document 1707-1.

This Indenture¹⁵ made the thirtieth day of September in the sixth year of the reign of our sovereign Lady Ann by the grace of God

2 of Great Britain, France and Ireland, Queen, Defender of the Faith, etc.
Anno? D?? one thousand, seven hundred and seven, **Between Joseph**

Nash of *Shoreham* in the

3 County of Kent, yeoman, of the one part and *Timothy Wells* of *Shoreham*
aforesaid, Malster, of the other part, **Wittneseth** that the said Joseph
4 Nash, for and in
5 consideration of the sum of two hundred and twenty pounds of lawful
money of England, to him in hand paid by the said Timothy Wells of and
before the ensealing
6 and delivery of these presents the receipt and payment whereof he, the
said Joseph Nash, doth hereby acknowledge and himself therewith fully
satisfied and paid and thereof and
7 of every part and portion thereof doth fully thereby and absolutely acquit,
exonerate and discharge the said Timothy Wells, his heirs, executors,
Administrators and assigns,
8 forever by these presents **hath** granted, bargained, sold, remised,
released, aliened, dufeoffed and forever quit claimed and confirmed and,
by those presents, doth fully, clearly
and absolutely grant, bargain, sell, remise, release, alien, dufeoff and

forever quit claim and confirm unto the said Timothy Wells, his heirs and assigns, etc. he said

9 Timothy Wells in his Actual possession and seizin of the messuage or tenement, lands and premises hereunder mentioned now being, by force and virtue of

10 ?? of bargain and sale for one year bearing date the day next before the date of these presents had and made or mentioned to be had and made between the

11 said Joseph Nash of the one part and the said Timothy Wells of the other part and of the statute for transferring used into possession **All** that messuage or tenement

12 commonly called or known by the name of the **Eagle**, or by whatsoever other name or names the same is, or has been, called or known, situate, lying and being in **Shoreham** aforesaid

13 in the aforesaid county of Kent, near to the Church gate there with the

Malthouse, barn, stable, outhouses, edifices and buildings, closes, yards, gardens, orchards, backsides and
14 appurtenances thereunto adjoining and belonging. And also one parcel
of land called and known by the name of **Lambes three yards** or by
whatever other name or named the
15 same be called, joining to a field called **Berry Croft** containg All, by
estimation, two acres more or less situate, lying and being in **Shoreham**
aforesaid and now, or late, in the

16 tenure or occupation of the said Joseph Nash, his assigns or assigned,
Together with all ways, waters, watercourses, feuted?, trees, woods,
priviledged commons, comodified
17 hereditaments and appurtenances, whatsoever, to the said messuage or
tenement, land and premises, or any part thereof, belonging or
appertaining or therewith used,
18 occupied or enjoyed or accounted, reputed or taken as part, parcel or

member thereof, or any part thereof. And the reversion and reversions,
remainder and remainders, ?? issues
19 and profits of all and singular the said messuage or tenement, lands and
premises, and of every part and parcel thereof with their and every of
their appurtenances. And all the
20 estate, right, title, interest, use, possession, property, claim and demand
whatsoever of him, the said Joseph Nash, in or to the premises aforesaid,
or any part thereof. And all deeds ??
21 and writings whatsoever which concern the premises aforesaid ??
any part thereof. And true copies of all other deeds or writing which
concern the premises ?? with
22 any other lands or tenements to be copied at the cost and ?? of the said
Timothy Wells, his heirs and assigns, now in the possession of the said
Joseph Nash or which he can come
23 without suit or law. **To have and to hold** all and singular the said
messuage or tenement, land, hereditaments and premises granted and
released, or intended

24 hereby to be granted and released, and every part thereof with all and
every of their right members and appurtenances whatsoever to the said
Timothy Wells, his heirs and assigns,
25 to the only proper use and behoof of the said Timothy Wells, his heirs and
assigns, forever. **And** the said Joseph Nash for himself, and his heirs,
the aforesaid messuage¹⁶ or tenement, land
26 and premises, with the appurtenances, unto the said Timothy Wells, his
heirs and assigns, against him, the said Joseph Nash, his heirs and
assigns, and against all people
27 claiming by, from or under? him or his ??ford, shall and will warrant and
forever defend by these. **And** the said Joseph Nash, for himself and his
heirs, executors and
28 administrators, and for every of them, doth covenant, promise and grant
to and with the said Timothy Wells, his heirs and assigns, by those

16

"aforesage" instead of "aforesaid messuage"

presents in manner
29 following (that is to say) that he, the said Joseph Nash, at the time of the
?? and delivery of the presents, is and standeth solely lawfully seized of
and in
30 the aforesaid granted and released messuage or tenement, land and
premises, with the appurtenances, of a good sure, perfect and absolute
estate in fee simple
31 without any ?? of condition or limitation of any other use or ?? to any
other person or persons whatsoever or any other matter or thing which
may alter,
32 change, declare, determine or make void the same. **And also** hath, in
himself, good right, full power and lawful and absolute authority to grant,
bargain and
33 sell the said messuage or tenement, land and premises, with the
appurtenances, to him, the said Timothy Wells, his heirs and assigns, in
manner and form aforesaid.
34 **And also**, that he, the said Timothy Wells, his heirs and assigns, shall

and may, from time to time, and at all times forever hereafter, peaceably and quietly,

- 35 have, hold and enjoy the aforesaid messuage or tenement, land and
premises, with the appurtenances, and reside and take the rents, issues
and profits thereof without
36 any the less suite, trouble, eviction or molestation of the said Joseph
Nash, his heirs or assigns, or any other person or persons whatsoever
claiming by fr?? under him
37 or his Ancestors. **And** that free and clear¹⁷, freely and clearly,
acquitted, declared and discharged, of and from all and all manner of ??
and other gifts,
38 grants, bargains, sales, lease, mortgages, annuities. jointures, dowers,

17

"clear"

39 titles of dower, ?? ?? ?? statuted, ?? , debts, wills, ?? uses
issues, fines, post fines, quit rents, and ?? and of and from all other
charged titles, troubles, claims, demands, estates and encumbrances
whatsoever had
40 made, committed, done or suffered or hereafter to be had, made,
committed, done or suffered by him, the said Joseph Nash, his heirs or
assigns, or by any other person or persons,
41 whatsoever claiming by, from or under him, or his ??, there?? ?? from
henceforth to grow due to the Chief Lord or Lords of the fee or fees of
whom the premises are
42 holden only excepted and foreprized. **And further** that the said Joseph
Nash, and his heirs and all and every other person or persons now having
or lawfully
43 claiming to have or which, at any time or time hereafter, shall or may
have, or claim to have, any estate, right, title or interest into or out of the
said granted and

44 released messuage or tenement, lands and premises, or any part or parcel
thereof, by, from or under him or his Ancestors, shall and will, from time
to time and at all
45 times hereafter, at and upon the reasonable request, costs and charges of
the said Timothy Wells, his heirs and assigns, make, do, acknowledge,
execute, suffer and
46 perfect, or cause to be made, done, acknowledged, executed, suffered
and perfected all and every such farther lawful and reasonable act and
also thing and things de??ed
47 and assurances in the Law whatsoever which shall or may be for the
fatherance and better, fuller and more perfect assuring suremaking and
conveying of the said granted
48 and released premises, with the appurtenances, unto and upon him, the
said Timothy Wells, his heirs and assigns, to his and their own proper use
absolutely for ever.

- 49 ?? if, by fine or fines, deed or deeds, enrolled¹⁸ or not enrolled, recovery
or recovered, with single or double ??¹⁹ or ??s, release to
confirmation or by any other way to
- 40 or means whatsoever as by him, the said Timothy Wells, his heirs and
assigns, or his or their Counsel learned in the law, shall be reasonable
advised, devised or required
- 41 **Which** said farther assurance and assurances of the premises aforesaid
whatsoever it shall be ??²⁰ and shall be adjudged, deemed, construed
and taken to be

18

"inrolled"

19

"vouter"?

20

"shall be and ??"; the last word here is the same as the
second word on the next line

42 and ?? To the only proper use and behoof of him, the said Timothy Wells, his heirs and assigns, forever, and to and for no other uses, intents or purposes whatsoever

43 **In witness** whereof the parties first above named to these present ?? their hands and seals ?? have set the day and year first above written.

seal and signature of Joseph Nash²¹

21

This surviving part of the indenture was probably Timothy Wells's half of the indenture, he having signed to one taken by Joseph Nash.

On the outside:

Sealed and delivered (with the two Six penny
stamps hereupon) in the presence of Tho. Streatfield
John Fodsoll²²

Received the day and year first within	}			
written by me, the within named Joseph	}			
Nash , of the within named Timothy Wells	}	£	s	d
the full sum of two hundred and twenty	}	220..00..00		
pounds lawful money of England being	}			
the consideration money within mentioned	}			
to be by him paid me ?? ?? as aforesaid.	}			

Witnesses:

Tho. Streatfield
John Fodsoll

Joseph Nash

22

as on the outside of document 1707-1; all are signatures

The Eagle and 30 Acres

20

Manor of Otford 28th July 1783 & 28th May 1828
Documents 1783 and 1828-4

Pages 1 to 6 of the original document describe the Court Baron held on 28th July 1783, pages 6 & 7 that held on 28th May 1828. Both seem to be written in the same hand which implies that the complete document was written on, or after, 28th May 1828. The first part, which is concerned with Ann Nash and Elizabeth Mumford (and many others) appears to have been abbreviated since the phrase “and so forth” is used in many places. There are referenced here as two separate documents: 1783 and 1828-4.

In 1824, that is before these accounts were written, there was a Court Baron held on 11th June which was concerned with the admission of “Mrs Ann Timbrell to reclaim premises at Shoreham and surrender of same to the need of her will”. This is document 1824.

The Eagle and 30 Acres Manor of Otford 28th July 1783
Document 1783

21

On outside:

Manor of Otford
Copy Admissions
of Ann Nash and
Elizabeth Mumford and
H. Urquhart, Esq. to certain
Copyhold premises within said
Manor.

Ives Harvey Urquhart does not appear until May 1828.

Prepositor or **At a special Court Baron** held for
the said Manor on 28th July 1783 before **Francis**
Austen
Manor of Otford Esq., Steward

It was thus presented

5 The Homage being sworn and charged upon their oaths, present and
say
6 that **John Nash**, late of **Sevenoaks**, Doctor in Physic, who held by Copy
7 of Court Roll to him and the heirs of his body, at the will of the Lords
according to
8 the custom of the said Manor, All those four customary or copyhold
pieces or
9 parcels commonly called or known by the name of the **Thirty Acres**
10 containing by estimation Thirty acres, more or less, formerly in the

tenure or
11 occupation of **George Ballard**, Esquire, late of **Thomas Richardson**, and
now of
12 **William Stringer** or his assigns, at the yearly rent of six shillings, is
dead
13 so seized thereof²³. And that the said **Ann Nash** and **Elizabeth**, the wife
14 of **John Mumford**, Esquire, are his two daughters and heirs of his body.
Now at this
15 Court comes the said Ann Nash and Elizabeth Mumford by **Thomas**
Williams,
16 Gentleman, their Attorney, pursuant to a power by them to him given
17 for that purpose and which is now exhibited and filed in Court and
prayed to be

23

The main sentence is: "John Nash, late of Sevenoaks, who , is dead"?

18 admitted tenants to the said customary or copyhold pieces or parcels of
land
19 and premises with the appurtenances. To whom the Lords, by their
said
20 Steward, have granted and delivered seizin thereof by the rod. To have
and to hold
21 the said four customary or copyhold pieces or parcels of land and
premises
22 with the appurtenances unto the said Ann Nash and Elizabeth
Mumford, and the
23 heirs of their bodies lawfully to be begotten equally as Tenants in
Common and not
24 as joint Tenants with such remainders over as are mentioned in the last
Will
25 and testament of **Joseph Nash** bearing date the first day of May one
thousand
26 seven hundred and ten before recorded at a Court holden the thirteenth

day of
27 April one thousand seven hundred and fourteen²⁴ which are now ???
or capable
28 of taking effect by copy of Court Roll at the Will of the Lords according
to the custom
29 of the said Manor by the rents, customs and services therefore due and
of right
30 accustomed and they gave to the Lords, according to the custom of the
said
31 Manor, for such their Estate and admission six shillings and their fealty
is
32 respited.
33 **And** sitting the same Court, the said Ann Nash and John Mumford
34 and Elizabeth, his wife, did surrender into the hands of the Lords of the

24

but this is 69 years earlier than this meeting of the Court

said
35 Manor, by the acceptance of the said Thomas Williams, Deputy
Steward to Frances
36 Austin, Esquire, chief Steward of the said Manor, in this behalf, legally
authorized
37 and appointed and by the rod (the said Elizabeth Mumford being, first
privately,

page 2:

1 examined by the said Deputy Steward and consenting) according to the
custom of the said
2 Manor All those the said customary or copyhold pieces or parcels of
land
3 and premises with the appurtenances. And the reversion and
reversions, remainder and
4 remainders thereof. And all the full and whole Estate, right, title,

interest, property,
5 claim and demand, whatsoever of them, the said Ann Nash and John
Mumford
6 and Elizabeth, his wife, or either of them, of, into or out of the same. To
the use and
7 behoof of **William Horton** to the end and intent to make the said
William
8 Horton perfect Tenant of the freehold of the said customary or copyhold
land and
9 premises in order that a good and perfect Common Recovery may be
suffered
10 and perfected thereof. which said William Horton, being present in
Court, prayed to
11 be admitted to the said premises according to the form and effect of the
12 said Surrender. To whom the Lords, by their Stewards aforesaid, Hath
13 granted seizin and possession thereof by the Rod. To have and to hold
14 all and singular the said customary or copyhold pieces or parcels of

15 land and premises with their, and every of their, appurtenances unto
the
16 said William Horton, his heirs and assigns, By Copy of Court Roll at the
17 Will of the Lords according to the custom of the said Manor by the
18 rents and services therefore due and of right accustomed. And the said
19 William Horton is admitted Tenant thereof in form aforesaid hath seizin
20 by the rod and gave to the Lord for a fine for such his Estate nothing,
21 it being for further assurance and his fealty is respited and so forth.

22 **And** afterwards to this Court cometh *Edward Garland*
personally and

23 in open Court complaineth against the said William Horton, present
here

24 in Court of a Plea of land (to wit) the aforesaid premises by the name
25 of Thirty Acres of land and thirty acres of pasture with the
appurtenances in

26 **Shoreham** in the county of Kent, holden of the Lords of the said Manor
27 of Otford at the Will of the Lords according to the custom of the said

Manor

28 and found Pledges to prosecute (to wit) **John Dee** and **Richard Dee** and
made
29 protestation of following his complaint of the lands aforesaid with the
30 appurtenances in form and nature of a Writ of our Sovereign Lord, the
31 King, of Entry, Disseisin en le post at the common Law according to the
32 custom of the said Manor and prayeth Process thereupon to be made
33 according to the custom of the said Manor against the said William
Horton
34 returnable here immediately. ?? But the said William Horton, being
now present
35 here in Court, freely appears to the plea aforesaid and, in his proper
person,
36 without any Process therefore there is no Process against him.
37 **And** thereupon the said Edward Garland personally demands against
the said

page 3:

1 William Horton the said lands and premises aforesaid in Shoreham
aforesaid and within
2 the Manor aforesaid as his right and Inheritance according to the
custom of the
3 Manor aforesaid and into which the said William Horton hath no Entry
4 but by Disseizin which *Hugh Hunt* thereof unjustly and without
Judgement
5 made of the Lands and premises from the said Edward Garland within
6 thirty years last past and so forth. And thereupon declared that he
7 himself was seized of the lands and premises with the appurtenances
8 in his Demesne as of fee and right at the will of the Lord according to
9 the custom of the said Manor in time of peace in the time of our
10 Sovereign Lord, the King, that now is by taking the profits thereof to the
value
11 and so forth and into which and so forth and therefore he bringeth his
suit and so forth.

12 And the said William Horton, in his proper person, cometh into the said
13 Court and defendeth his right when and so forth and voucheth
therefore to
14 warranty the said Ann Nash and John Mumford and Elizabeth, his
wife,
15 who appear in open court by Thomas Williams, their Attorney, in this
behalf
16 legally authorized by writing under the hands and Seals of the said
Ann Nash
17 and John Mumford and Elizabeth, his wife, and properly exhibited and
18 filed among the Records of this Manor and freely undertakes to warrant
the
19 said lands and premises with their appurtenances unto the said
William Horton
20 and so forth.
21 And thereupon the said Edward Garland demandeth the same lands
and

22 premises against the said Ann Nash and John Mumford and Elizabeth,
his wife,
23 Tenants by their own warranty in form aforesaid and Saith that they
were seized
24 of the said lands and premises with the appurtenances in their
demesne
25 as of the said right at the will of the Lords according to the custom of
the said
26 Manor in time of peace in time of our Sovereign Lord, the King, that
now
27 is by taking the profits thereof to the value and so forth and into which
and
28 so forth and therefore he bringeth his suit and so forth.

29 And the said Ann Nash and John Mumford and Elizabeth, his
wife, Tenants
30 by their own warranty as aforesaid, come by their said Attorney duly

authorized

31 as aforesaid and defend their right when and so forth and further
voucheth

32 to warranty **Thomas Webb** who, being present here in Court and in his
33 proper person freely doth undertake to warrant the same lands and
34 premises as aforesaid with the appurtenances and so forth.

35 And thereupon the said Edward Garland demands the same
lands and premises

36 against the said Thomas Webb, Tenant by his own warranty, in form
aforesaid.

37 And thereupon Saith that he himself was seized of the same lands and

page 4:

1 premises with the appurtenances in his Demesne as of fee and right at
the will

2 of the Lords according to the custom of the said Manor in time of peace
in

3 time of our Sovereign Lord, the King, that now is by taking the profits
4 thereof to the value and so forth and into which and so forth and
therefore he bringeth his suit and
5 so forth.
6 And the aforesaid Thomas Webb, Tenant by his own warranty, as
aforesaid,
7 personally appears here in the same Court and defends his right when
and so
8 forth and saith that the said Hugh Hunt did not disseize the said
William Horton
9 of the lands and premises aforesaid with the appurtenances so as the
said Edward
10 Garland doth by his Plaint suppose. And of this he puts himself upon
the
11 Homage of this Court according to the custom of the said Manor.
12 And the aforesaid Thomas Webb prayeth license to imparle unto one of
the

13 Clock of the same day and it is granted to him and the same leave
14 is also granted to the said Edward Garland and so forth.
15 And afterwards (to wit) at one of the clock of the same day the
16 aforesaid Edward Garland comes personally into the Court, the said
Court then
17 sitting and the said Thomas Webb. altho' solemnly called, did not
appear
18 but departed in contempt of the Court and made default. Therefore,
19 according to the custom of the said Manor, It is considered and
20 adjudged, by the said Court here, that the said Edward Garland shall
recover his
21 siezin against the said William Horton of the said lands and premises
22 with the appurtenances. And that the said William Horton should have
of the
23 lands and Tenements of the said Ann Nash and John Mumford and
Elizabeth, his
24 wife, to the value, and so forth, within the Jurisdiction of the said

Court. And
25 that the said Ann Nash and John Mumford and Elizabeth, his wife,
may have
26 of the lands and tenements of the aforesaid Thomas Webb and so forth.
And that the
27 said Thomas Webb should be in the mercy of the Court and so forth.
28 And thereupon the said Edward Garland demandeth of the Steward of
29 this Court a precept to be directed to the Beadle of the Manor aforesaid
30 to deliver him seizin of the said lands and premises. And the same is
31 granted to him returnable here in Court immediately and so forth.
32 And afterwards, to wit the same day, the same court being sitting, the
33 said Edward Garland came into Court in his proper person and ***Samuel
Morgan***,
34 Bailiff of the Manor aforesaid, now returneth that he, by virtue of the
precept aforesaid
35 to him directed, had delivered seizin of the said lands and premises
with the

36 appurtenances to the said Edward Garland in manner as he was
commanded.

37 And thereupon, at the same Court, the said Edward Garland prayed to
be

page 5:

1 admitted to the said lands and premises with the appurtenances
according to the
2 form and effect of the Recovery aforesaid. To whom the Lords of the
said Manor,
3 in full execution of the Recovery aforesaid, Doth grant seizin thereof by
the Rod.
4 To have and to hold the said lands and premises with the
appurtenances unto
5 the said Edward Garland, his heirs and assigns, by Copy of Court Roll
at the
6 Will of the Lords, according to the custom of the said Manor, by the

rents,

7 customs and services therefore due and of right accustomed and he is
8 admitted Tenant thereof in form aforesaid, hath seizin by the rod and
9 payeth to the Lords for a fine nothing of his special grace and favour
10 and his fealty is respited and so forth.

11 And afterwards to this court came the aforesaid Edward Garland and
William

12 Horton in their own proper persons, and surrendered into the hands of
the Lords of

13 the said Manor, by the rod and acceptance of the said Steward
according to the

14 custom thereof, All and singular the said customary or copyhold pieces
or parcels

15 of land and premises aforesaid, with their, and every of their,
appurtenances

16 And all other the premises aforesaid, now at the Court recovered by the
said

17 Edward Garland. And the reversion and reversions, remainder and
remainders
18 thereof, And also all the Estate right, title, Interest claim and demand
whatsoever,
19 of them, the said Edward Garland and William Horton, of in and to the
same
20 or any part or parcel thereof, To the several uses following, that is to
say, As to
21 one undivided moiety or half part, the whole into two equal parts to be
22 divided of the said customary lands and hereditaments To the use
23 and behoof of the said Ann Nash, her heirs and assigns, forever. And
as to
24 the other undivided moiety or half part (the whole into two equal parts
25 to be divided of the said customary lands and hereditaments) To the
use and
26 behoof of such person or persons and for such Estate and Estates,
Interest

27 and Interests therein, either absolute or conditional, as the said John
Mumford and
28 Elizabeth, his wife, shall jointly direct, limit or appoint. And for want of
29 such joint direction, limitation or appointment To the use and behoof
of the
30 said John Mumford and Elizabeth, his wife, and the survivor of them
31 and the heirs and assigns of such survivor, forever.
32 Now at this Court comes the said Ann Nash and John Mumford
33 and Elizabeth, his wife, by Thomas Williams, their Attorney legally
34 authorized by virtue of a power of Attorney bearing date the twenty
35 eighth day of July one thousand seven hundred and eighty three and
36 properly exhibited and filed in the said Court and prayed to be
37 admitted to the said lands and hereditaments according to the form
and

page 6

1 effect of the said Surrender To whom the Lords of the Manor, by their
said
2 Steward, Hath granted seizen thereof by the rod. To have and to hold
the
3 said first mentioned moiety or half part of the said customary lands
4 and hereditaments To the said Ann Nash, her heirs and assigns, for
5 ever according to the form and effect of the said Surrender and power
6 of Attorney, to her use as aforesaid of the Lords of the said Manor and
7 yearly rent of three shillings by the rod at the Will of the Lords
according
8 to the custom of the said Manor. And to hold the said last mentioned
moiety,
9 or half part, of the said customary lands and hereditaments, To the use
of
10 such person or persons, for such Estate and Estates, Interest and
Interests

11 therein, either absolute or conditional, as the said John Mumford and
 Elizabeth
12 his wife, shall jointly direct, limit and appoint. And for want of such
13 joint direction, limitation or appointment To the use of the said John
14 Mumford and Elizabeth, his wife, and the Survivor of them and the
15 heirs and assigns of such Survivor, for ever²⁵ by copy of Court Roll at the
16 Will of the Lords according to the custom of the said Manor and yearly
17 rent of three shillings and other services for the same due and of
18 right accustomed. And they are admitted Tenants thereof in form
 aforesaid.

25

lines 10 to 15 here are practically the same as lines 26
to 31 on page 5

Manor of Otford 28th May 1828
Document 1828-4; (1783, page 6)

Prepositor or
Manor of Otford

At a Court Baron held for the said Manor on the 28th day
of
May 1828 before *George Lennard Austin & George
Claridge*, Gentlemen
Stewards

1 **And** at this Court it was certified by the said Stewards That, out of
Court and since
2 the last Court, *Ives Harvey Urquhart* of *Sevenoaks* in the county of Kent.
Gentlemen²⁶
3 was admitted, by the personal acceptance of the said George Lennard
Austin, one of the
4 said Stewards, To All those several pieces or parcels of customary or

26

should, presumably, have been "Gentleman"

Manor of Otford 28th May 1828
Document 1828-4; (1783, page 6)

5 copyhold lands called the **Thirty acres** be the same more or less, situate
and
6 being in the Parish of **Shoreham** in the said County, formerly in the
tenure
7 or occupation of **George Ballard**, Esquire, afterwards of **Thomas**
Richardson, then of
8 **William Stringer**, since of **William Round** and now of **John Nash** or his
assigns,
9 which said premises had before been duly surrendered to the use of the
Will
10 of **Ann Timbrell** of Sevenoaks aforesaid, deceased, and who had
devised the same
11 to the said Ives Harvey Urquart, his heirs, executor, administrator and
assigns,
12 to and for his and their own use and benefit of which admittance a
Memorandum

Manor of Otford 28th May 1828
Document 1828-4; (1783, page 7)

page 7:

1 was made and signed by the said Steward and now produced and read
in Court in
2 the words following, that is to say:

3 Prepositor or Manor Be it remembered that on the thereby first day of
October
4 of Otford one thousand, eight hundred and twenty one, Ives
Harvey
5 Urquhart, of Sevenoaks in the county of Kent, Gentleman, came in
6 his own proper person, before one George Lennard Austin, Steward of
the said
7 Manor of Otford, and prayed to admitted to all those two undivided
moieties
8 or equal half parts of and in All those several pieces or parcels of
9 customary or copyhold land commonly called, or known by the name,

Manor of Otford 28th May 1828
Document 1828-4; (1783, page 7)

10 of Thirty acres be the same more or less, situate and being in
11 the Parish of Shoreham in the said County, formerly in the tenure or
12 occupation of George Ballard, Esquire, afterwards of Thomas
Richardson, then of
13 William Stringer, since of William Round and now, or late, of John
14 Nash or his assigns, which said customary or copyhold lands were
devised to
15 the said Ives Harvey Urquart in and by the last Will and Testament of
Ann
16 Timbrell, late of Sevenoaks in the county of Kent, Widow, deceased,
bearing date on or
17 about the fifth day of April, one thousand, eight hundred and twenty
two
18 in the words following: I give, devise and bequeath my Copyhold lands
and
19 tenements called the Thirty acres And also my estate right title and

Manor of Otford 28th May 1828
Document 1828-4; (1783, page 7)

Interest

20 therein respectively unto and to the use of the said Ives Harvey
Urquart.
21 his heirs, executors, administrators and assigns, to and for his and their
own
22 use and benefit. All which said premises the said Ann Timbrell duly
23 surrendered to the use of her Will at a Court Baron held for the said
24 Manor on the eleventh day of June, one thousand, eight hundred and
25 twenty four. To whom the Lord of the said Manor, by one of his said
Steward
26 granted seizin by the rod. To hold to him, the said Ives Harvey
27 Urquhart, and his heirs, forever by copy of Court Roll at the Will of the
28 Lord or Lords for the time being according to the custom of the said
29 Manor by the rents, duties and services therefore due and of right
30 accustomed. And he was admitted Tenant thereof in form aforesaid
and

Manor of Otford 28th May 1828
Document 1828-4; (1783, page 7)

31 gave for a fine, as appeared by the margin, but his fealty was
32 respited.

The Eagle and 30 Acres Manor of Otford 11th June 1824
Document 1824

49

On outside:

Dated 11th Day of June 1824

Manor of Otford

Admission

Of Mrs Ann Timbrell to reclaim
premises at Shoreham and
surrender of same to the need
of her will

Prepositor

At the special Court Baron of
The Right Honorable *William*
Pitt,

or

Lord Amherst, holden at the house
of *Thomas Sutton* known by the name
or

Manor

Sign of the Bull at Otford in the county
of Kent, the eleventh day of June One
Thousand,

of

Eight Hundred and Twenty Four
Before *George Lennard Austen* and
George

Otford

Calridge, gentlemen, Stewards

It is thus Inrolled

7 **The Homage** being sworn and charged upon their Oaths, present and
say that at this Court
8 comes **Ann Timbrell**, widow, late **Ann Nash**, spinster, by **Ives Harvey**
Urquhart, her Attorney, lawfully
9 authorised by virtue of a power of attorney under the hand and seal of
the said Ann Timbrell bearing
10 date the seventh day of June one thousand, eight hundred and twenty
four and prays by the said
11 attorney to be admitted Tenant to All that moiety or half part, the whole
into two equal half parts to be
12 divided of and in all those four pieces or parcels of Customary or
Copyhold Land commonly called or known by
13 the Name of the Thirty Acres containing, by estimation, Thirty Acres,
more or less, situate, lying and being at
14 **Shoreham** in the said county of Kent formerly in the tenure or
occupation of **George Ballard**, Esquire, afterward
15 of **Thomas Richardson**, then of **William Stringer**, late of **William Round**

and now of *John Nash (#42)* or his assigns
16 (which said moiety or half part of the said Lands, hereditaments and
premises were only surrendered to the
17 said Ann Timbrell by *John Mumford*, Esquire, and *Elizabeth*, his wife, at
a former Court held for this Manor) To
18 whom the Lord, by his said Stewards, granted and delivered seizin
thereof by the Rod. **To have and to**
19 **hold** the same moiety or half part of and in the said Customary Lands
and premises, with the
20 appurtenances, unto the said Ann Timbrell, her heirs and assigns,
forever by the Rod by copy of Court Roll
21 at the will of the Lord according to the custom of the said Manor by and
under the yearly Rents, Duties and
22 Services therefore one and of right accustomed and she gave by the
said Ives Harvey Urquhart, her

Fine 3^{s27} attorney, to the Lord, for a fine for such her admission as appears
by the Margin of the Court Rolls and was,
24 by her said attorney, admitted Tenant accordingly and fealty was ??
And immediately afterwards
25 sitting the Court came the said Ann Timbrell, by the said Ives Harvey
Urquhart, her attorney aforesaid and,
26 in open Court, surrendered into the Hands of the Lord of the said Manor
by the Rod by the hands and
27 acceptance of the said Stewards according to the custom of the said
Manor, All and singular the said moiety
28 and half part of and in the said customary premises to which the said
Ann Timbrell was admitted tenant
29 in form aforesaid and also All her other moiety right Title and Interest
whatsoever of and in the aforesaid

30 Lands, Tenements and Hereditaments, with their appurtenances, To the
use and behoof of such person and
31 persons and for such Estate and Estates, uses, Tenets, Intents and
purposes as she, the said Ann Timbrell
32 in and by her last will and Testament already made, or hereafter to be
made, shall direct, give, limit or
33 appoint the same.

Examined

G. L. Austin
Geo. Claridge
Stewards

Transfer of a Slip of Ground

1

Article of Agreement - 1711

Document 1711

On the outside:

18th March 1711

John Willis

}

to

}

of

Catherine Wells

}

Land in Shoreham

This Article of Agreement made this eighteenth day of March

One Thousand, seven hundred

2 and Eleven and in the Tenth year of the Reign of our Sovereign Lady
Anne, by the grace of God, over great Britain,

3 France and Ireland, Queen, Defender of the Faith, etc. **Between John**
Willis of the Parish of **Shoreham** in the County

4 of Kent, Yeoman, And **Catherine Wells** of the Parish and County

Transfer of a Slip of Ground

2

Article of Agreement - 1711

Document 1711

aforesaid, Widow. **Witnesseth** That
5 the said John Willis, for and in Consideration of one shilling of lawful
money of Great Britain to him in
6 hand paid and giving and allowing also unto him all the posts, rails and
pails²⁸ that now stand in the fence,
7 belonging to the said Catherine Wells which fence the said John Willis,
his heirs or assigns, shall take away
8 from the premises within three months next after the date of this
present paid and given by the said
9 Catherine Wells at the sealing of this present agreement The Receipt
whereof the said John Willis doth here
10 by acknowledge and thereof and of every part thereof doth clearly and
absolutely acquit, release and discharge

28

pales - stakes of wood driven into the ground for fencing

Transfer of a Slip of Ground

3

Article of Agreement - 1711

Document 1711

11 the said Catherine Wells, her heirs, Executors, Administrators and
Assigns, and every of them, for ever by these presents
12 **hath** granted, bargained and sold, aliened, released and confirmed and,
by these presents, doth grant, bargain and
13 alien, release and confirm unto the said Catherine Wells, her heirs and
Assigns, forever. **That** piece or Slipp
14 of Ground being at one end six foot wide and at the other end contains
no measure, it running to a point
15 lying perpendicularly and is in length from end to the point thirty foot.
Adjoining to the land of the said
16 Catherine Wells, situate, lying and being in Shoreham aforesaid with all
the right, title, use, property, claim
17 and demand whatsoever of him the said John Willis and his heirs of, in
and to the same. **To have and**

Transfer of a Slip of Ground

4

Article of Agreement - 1711

Document 1711

18 **to hold** the said piece or Slipp of Ground hereby granted and conveyed
or intended to be hereby granted and
19 conveyed unto the said Catherine Wells, her heirs and Assigns. To the
only proper use and behoof of her,
20 the said Catherine Wells, her heirs and Assigns, for ever. And the said
John Willis, for himself, his heirs,
21 Executors and Administrators, Doth Covenant and grant and agree to
and with the said Catherine Wells,
22 her heirs and Assigns, by these presents in manner following (That is to
say) That for and notwith-
23 standing any act, matter or thing whatsoever heretofore committed,
done or wittingly or willingly
24 suffered By the said John Willis or by any of his heirs or any other person
or persons claiming by, from
25 or under them, or either of them, to the contrary, He, the said John
Willis, at the time of the sealing and delivery of

Transfer of a Slip of Ground

5

Article of Agreement - 1711

Document 1711

26 this Agreement is and standeth Lawfully and rightfully seised of and in
the said Slipp or piece of ground
27 hereby granted of a good and sure perfect, absolute and indefeasible
state of inheritance. And that for
28 and notwithstanding and such act or thing as aforesaid, He, the said
John Willis, at the time of the sealing
29 and delivery of this Article of agreement, hath in and by himself good
right, full power and lawful and
30 absolute authority to grant and convey the said piece or Slipp of Ground
hereby mentioned to be granted
31 unto the said Catherine Wells, her heirs and Assigns, for ever in manner
and form aforesaid. And
32 further, that it shall and may be lawful to and for the said Catherine
Wells, her heirs and Assigns,
33 from henceforth for ever hereafter, by virtue of this present Article,
peaceably and quietly to have,

Transfer of a Slip of Ground

6

Article of Agreement - 1711

Document 1711

34 hold and enjoy the said piece or Slipp of Ground hereby granted to her or
their own proper use without
35 and lawful lett, suit, trouble or disturbance of or by the said John Willis,
his heirs or Assigns, or
36 any other person or persons whatsoever lawfully claiming or to claim by,
from or under him, the
37 said John Willis or any of his. **In Witness** whereof of the abovesaid
John Willis hath to this present
28 agreement set his hand and seal the day and year first above Written.

Sealed and delivered
(being first Lawfully stamp't)
in the presents of us

John Epon
J Deane

The mark
of
John Willis

Most of the surviving details of the history of Mary's inheritance come from **Abstract 1** (which has the date 1808 written on it). Document 1810-3 also includes a reference to Mary's land but is mainly concerned with

The Three Heiresses

Two documents of 1828, the Lease and Conveyance of Woodlands at Shoreham, seem to have some connection with the Paxtons with a reference back to Mary Paxton. The transcripts of these two documents are given here.

Although the year (1828) is given in the Lease the day and month have been left blank but, from its mention in the Conveyance, it was probably written on 22nd February.

	Document date - reference	page
Lease	1828-1	2
Conveyance	1828-2	7

This Indenture

made the day of in the year of our Lord one
thousand

2

eight hundred and twenty eight

Between John Bonham Carter,

late of

3

the *Inner Temple in the City of*

London, but now of **Petersfield** in the

County

4

of **Hants**, Esquire of the one part and **James Ryder Burton** of **Park
Place Regents Park** in the County of Middlesex, a Captain

5

in His Majesty's Navy, of the other part. **Witnesseth** that the said
John Bonham Carter for and in consideration of the

6

sum of five shillings of lawful money of Great Britain to him in hand well
and truly paid by the said James Ryder Burton

7

at or before the execution thereof the receipt whereof is thereby
acknowledged **Hath**, bargained and sold and by these presents

8 **Doth** bargain and sell unto the said James Ryder Burton, his Executors,
Administrators and Assigns, **All** those three pieces
9 of woodland lying on the ***East Hill in Shoreham*** in the county of Kent
formerly called by the name of ***Wingate Woods*** and
10 the ?? being near to them but now called or known by the name of
Doctors' Wood and formerly with other wood
11 Lands in the Occupation of ***James Sharpe***, his Assigns or Undertenants
and which said pieces of woodland, together with other
12 Lands, were afterwards known by the name of ***Paxtons Lands***. Together
with all and singular Trees. Woods, Underwoods, Coppices,
13 and the Ground and soil thereof, mounds, fences, ditches, ways, waters,
watercourses, liberties, privileges, profits, commodities,

14 anoliments²⁹ and appurtenances whatsoever, to the said pieces or
15 parcels of Land and hereditaments belonging, or in any wise
16 appertaining or with the same, or any part thereof, now or at any time
17 heretofore held, used, occupied, possessed or enjoyed or accepted,
18 reputed, deemed, taken or known as part parcel or member thereof.
19 And the reversion and reversions, remainder and remainders, rents,
20 issues and profits thereof **To have and to hold** the said pieces or
parcels of Land and hereditaments therein before bargained and
sold or expressed or intended so to be unto the said James Ryder
Burton, his Executors, Administrators and Assigns, from the day
next before the day of the date thereof, for and during and unto the full
end and term of one whole year thence next ensuing
and fully to be complete and ended. **Yielding and Paying** therefore

29

emoliments? lines 8 to 16 here are an exact copy of lines
38 to 43 in Document 1828-2

21 unto the said John Bonham Carter, his heirs or
22 assigns, the Rent of one peppercorn only on the last day of the said
23 Term if the same shall be lawfully demanded. To the
24 intent and purpose that, by virtue of those present. and by force of the
25 Statute made for transferring uses into possession, the said
26 James Ryder Burton may be in the actual possession of all and singular
27 the said premises hereinbefore bargained and sold with
their, and every of their, Appurtenances and be 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 shall be thereof mentioned and expressed in and by a
certain Indenture of Release³⁰ already prepared and intended to bear
date the day next after the day of the date hereof and made
between the said John Bonham Carter of the first part, ***Sir Walter***

30

see Document 1828-2

28 *Stirling* of the *Albany* in the County of Middlesex, Baronet
of the second part, the said James Ryder Burton of the third part, *Lloyd*
29 *Salisbury Baxendale of Kings Arms Yard* in the City
of London, Gentleman, of the fourth part, *John Collier of Cary Street,*
30 *Chancery Lane* in the County of Middlesex, Gentleman of
the fifth part and *Arthur Thomas Upton* of *Kings Arms Yard* aforesaid,
Gentleman of the sixth part. **In Witness**
31 whereof the said parties to those present have hereunto set their hands
and seals the day and year first above written

The seal of John Bonham Carter is fixed to the indenture and a note on the reverse reads:

Signed, Sealed and delivered by them
within named, John Bonham Carter
in the presence of
signature unreadable

This Conveyance is concerned with the same Woodland as the Lease of 1828, Document 1828-1

The document consists of three pages. On the back of the first page are four separate entries. The first two are both written in the same hand and witnessed by ?? Hardy who could have been the lawyer responsible for producing the document. The other two are written in different hands, probably by the person who signed them.

Received the day and year first within written	}	
on and from the within named James Ryder	}	
Burton the sum of one hundred and twenty	}	125
five pounds being the consideration money within	}	
mentioned to be paid by him to me	}	
		John Bonham Carter

witness

?? Hardy

Signed, sealed and delivered by the within named John } this and the above
Bonham Carter in the presence of }
?? Hardy ?? Adm.

Signed, sealed and delivered by the within named Sir }
Walter Stirling in the presence of }
Edw. ?? Jackson
9 Carey St. Linc. Inn

Signed, sealed and delivered by the within }
named John Collier in the presence of }
Saml. Masen?
9 Carey Street

At the bottom of the third page are the "seals" and signatures of John Bonham Carter, Walter Stirling, John Collier and a fourth seal with no signature. The seals are just pieces of wax all looking the same but the three names look like signatures.

Many times throughout the document the phrase "by those (or these) presents" occurs which sometimes seems to mean "in the presence of" some witnesses but does not quite have this meaning on page 2, line 16 and on page 3 line 28 definitely seems to be something given and received.

This Indenture

made the twenty third day of August in the year of our Lord one thousand eight hundred and twenty eight

Between John Bonham Carter, late of the

Inner Temple in the City of London, but now of
Petersfield

3 in the County of *Hants*, Esquire of the first part,
Sir Walter Stirling of *the Albany* in the County
of Middlesex

4 Baronet, of the second part, **James Ryder**
Burton of *Park Place, Regents Park* in the said
county of

5 Middlesex, Captain in His Majesty's Navy, of the third part. **Lloyd**
Salisbury Baxendale of *Kings Arms Yard* in the City of London,
Gentleman, of the fourth

6 part, **John Collier** of *Carey Street, Chancery Lane* in the County of
Middlesex, Gentleman of the fifth part and **Arthur Thomas Upton** of
Kings Arms Yard

7 aforesaid, Gentleman of the sixth part. **Whereas** by Indentures of Lease

and Release bearing date respectively the twenty second and twenty third days of February

8 one thousand eight hundred and twenty eight, the Release being made or expressed to be made between the said Sir Walter Stirling of the one part and the said John

9 Bonham Carter of the other part, The pieces or parcels of Land and Hereditaments hereinafter particularly mentioned and intended to be hereby released with their

10 appurtenances were, with other Hereditaments, conveyed and assured unto and to the use of the said John Bonham Carter, his Heirs and Assigns, Upon Trust that the said

11 John Bonham Carter, his heirs and assigns, should at such time or times afterwards as he or they should, in his or their discretion, think fit absolutely, sell the same hereditaments,

12 either entirely and altogether or in parcels, by public auction or private contract, to any person or persons willing to become the purchaser or purchasers thereof for such price or

13 prices as the said John Bonham Carter, his heirs or assigns, should think
reasonable and should, for the purposes aforesaid, enter into and execute
all such Contracts, deeds
14 and assurances as the said John Bonham Carter, his heirs or assigns,
should think proper. And it was by the now writing Indenture declared
that all such Contracts, deeds
15 and assurances which should, or might be, entered into, made or
executed, and all such proceedings as might be instituted by the said
John Bonham Carter, his heirs or
16 assigns, under the trusts thereby declared, should or might be entered
into, made or executed, either with or without the assent or concurrence
of the said Sir Walter Stirling,
17 his heirs or assigns, as to the said Trustee should seem advisable and
should, whether the said Sir Walter Stirling, his heirs or assigns, should or
should not join therein or
18 went? thereto, be to all intents, efforts, constructions and purposes,
whatsoever, valid and effectual and ?? the said Sir Walter Stirling, his

heirs and assigns, and all
19 persons claiming under or in trust for him or them. And it was by the
Indenture now in recital provided and declared that the receipt or
receipts in writing of the said
20 John Bonham Carter, his executors, administrators or assigns, for any
sum or sums of money payable to him or them by virtue of the now
writing indenture or in or
21 about the execution of any of the trusts or powers therein before
contained, should be a sufficient and effectual discharge, or sufficient
and effectual discharges, for the
22 same respectively, or so much thereof respectively, as in such receipt or
receipts should be expressed or acknowledged to be received. And that
the person or persons
23 to whom the same should be given, his, her or their executors,
administrators and assigns, should not afterwards be answerable or
accountable for any loss, misapplication

24 or nonapplication or be in anywise obliged or concerned to see to the
application of the money therein mentioned and acknowledged to be
received. **And whereas** the said
25 John Bonham Carter in pursuance and performance of the trusts so
reposed in him in and by the said recited Indenture hath contracted and
agreed with the said James
26 Ryder Burton for the absolute Sale to him, the said James Ryder Burton of
the pieces or parcels of land and hereditaments hereinafter particularly
mentioned and intended
27 to be hereby released and the inheritance thereof in possession free from
all encumbrances at or for the price or sum of one hundred and twenty
five pounds. **And whereas**
28 the said Sir Walter Stirling, upon the application of the said John Bonham
Carter, hath agreed to join in those presents **Now this Indenture
witnesseth**

29 that, in pursuance and performance of the said Agreement and for and in
consideration of the sum of one hundred and twenty five pounds of lawful
money of Great
30 Britain to the said John Bonham Carter in hand well and truly paid by the
said James Ryder Burton at, or immediately before, the sealing and
delivery of those presents, the
31 receipt whereof he, the said John Bonham Carter, doth hereby admit and
acknowledge and of and from the same, and every part thereof, doth
acquit, release and discharge, the
32 said James Ryder Burton Carter, his heirs, executors, administrators and
assigns, for ever by these presents, He, the said John Bonham Carter
Hath granted, bargained, sold,
33 aliened and released And by those presents **Doth** grant, bargain, sell,
alien and release. And the said Sir Walter Stirling, in consideration of the
sum of five shillings of lawful

34 money of Great Britain to him in hand paid by the said James Ryder
Burton **Hath** granted, bargained, sold, aliened, released, ratified and
confirmed and by these presents **Doth** grant,
35 bargain, sell, alien, release, ratify and confirm unto the said James Ryder
Burton in his actual possession now being by virtue of a bargain and sale
to him thereof made by the
36 said John Bonham Carter in consideration of five shillings by an
Indenture bearing date the day next before the day of the date of these
presents for the term of one whole year
37 commencing from the day next before the day of the date of the said
Indenture of Bargain and Sale and by force of the statute made for
transferring uses into possession and to
38 his Heirs **All** those three pieces of woodland lying on the **East Hill in
Shoreham** in the county of Kent, formerly called by the name of **Wingate
Woods** and the Shaw being near to

39 them but now called or known by the name of the *Doctors Wood* and
formerly with other woodlands in the occupation of *James Sharpe*, his
40 assigns or undertenants, and which said pieces
of woodland, together with other lands, were afterwards known by the
name of *Paxtons Lands* together with all and singular Trees, Woods,
Underwoods, Coppices and the Ground and Soil
41 thereof, mounds, fences, hedges, ditches, ways, waters, watercourses,
liberties, privileges, profits, commodities, anoliments³¹ and
appurtenances whatsoever, to the said pieces or parcels of Land and
42 hereditaments belonging, or in any wise appertaining or with the same,
or any part thereof, now or at any time heretofore held, used, occupied,
possessed or enjoyed or accepted, reputed, deemed,
43 taken or known as part parcel or member thereof. And the reversion and
reversions, remainder and remainders, yearly and other rents, issues and

31

emoliments? lines 38 to 43 here are an exact copy of
lines 8 to 16 in Document 1828-1

profits thereof. And all the estate,
44 right title inheritance, use, trust, possession, property, possibility, claim
and demand whatsoever, both at Law and in Equity, of the said John
Bonham Carter and Sir Walter
45 Stirling and each of them of, in and to the same and every part and parcel
thereof. Together with all deeds, evidences and writings whatsoever.

page 2:

1 **Which** in anywise relate to or concern the same hereditaments and
premises, or any part thereof, and which are now in the possession,
2 custody or power of the said John Bonham Carter and Sir Walter Stirling,
or either of them, or which they, or either of them, can
3 procure without suit either at law or in Equity **To have and to hold**
the said pieces or parcels of land and hereditaments herein before
granted and released or
4 expressed and intended so to be unto the said James Ryder Burton and
his heirs to such uses upon such trusts and to and for such ?? intents

and purposes

- 5 as the said James Ryder Burton shall by any deed or deeds, writing or
writings, with or without power of revocation, to be by him sealed and
delivered
- 6 in the presence of, and to be attested by, two or more credible witnesses
from time to time direct, limit or appoint and for want of and until such
direction,
- 7 limitation or appointment and so far as every or any such direction,
limitation or appointment, if incomplete, shall not extend. To the use of
the said
- 8 James Ryder Burton and his assigns during his life without impeachment
of waste and from and after the determination of that Estate by forfeiture
9 or otherwise in his life time. To the use of the said Lloyd Salisbury
Baxendale and his heirs during the life of the said James Ryder Burton In
10 trust for the said James Ryder Burton and his assigns during his life and
to prevent any wife of the said James Ryder Burton from being
11 entitled to the dower out of or in the said Hereditaments and Premises or

any part thereof. And from and immediately after the determination of the Estate
12 herein before limited to the Lloyd Salisbury Baxendale and his heirs during the life of the said James Ryder Burton. To the use of the said James
13 Ryder Burton, his heirs and assigns forever. **And** the said Sir Walter Stirling, for himself, his heirs, executors and administrators, doth hereby covenant,
14 promise and agree to and with the said James Ryder Burton, his heirs appointed and assigns, by these presents, in manner following, that is to say, That for and
15 notwithstanding any act, deed, matter or things by him, the said Sir Walter Stirling at any time made, done or committed or knowingly or willingly suffered to the
16 contrary, they the said Sir Walter Stirling and John Bonham Carter at the time of the sealing of these presents are, or one of them, is lawfully, rightfully

17 and absolutely seized of and in or well and sufficiently intitled unto the
Hereditaments and premises hereby granted and released, or intended so
to be, and every part thereof
18 with their appurtenances of a good, sure, sole, perfect and indefeasible
estate of inheritance in fee simple in possession without any manner of
condition, use, trust,
19 property, power of revocation?, limitation of use or uses or any other
cause, matter or thing whatsoever which can or may alter, change,
charge, defeat, incumber
20 or prejudicially effect the same hereditaments and premises, or either of
them, or any part thereof respectively. And that for and notwithstanding
any such act, deed,
21 matter or thing as aforesaid, they, the said Sir Walter Stirling and John
Bonham Carter, now have in themselves, or one of them hath in himself,
good right, full
22 power and lawful an absolute authority, by these presents, to grant,
bargain, sell and release the said Hereditaments and premises with the

appurtenances. To the use of,
23 and in trust for, the said James Ryder Burton, his heirs appointed and
assigns, according to the true intent and meaning of these presents.
And further that it
24 shall and may be lawful to and for the said James Ryder Burton, his heirs
appointed and assigns, from time to time, and at all times hereafter
peaceably and
25 quietly to enter into and upon and to have, hold, occupy, possess and
enjoy the said several pieces of land and hereditaments by these presents
granted and released,
26 or intended so to be, with their and every of their appurtenances, and to
receive and to take the rents, issues and profits thereof, and of every part
thereof, to and for
27 his and their own use and benefit without the let, suit, trouble, hindrance
or eviction of or by them, the said Sir Walter Stirling and John Bonham
Carter, or
28 either of them, their or either of their heirs or assigns or any other person

or persons claiming or to claim under or in trust for them, any or either of them.

- 29 And that free and clear, and freely and clearly, acquitted, exonerated and discharged, or otherwise by the said Sir Walter Stirling, his heirs, executors and administrators
- 30 well and sufficiently saved, defended and indemnified of, from and against all and all manner of former and other gifts, grants, bargains, sales, jointures, leases, mortgages,
- 31 surrenders, dowers, free ?? right and title of dower and free ?? uses, trusts, wills, entails, recognizances, judgements, annuities, legacies, debts of record, debts due to the King's
- 32 Majesty and of, from and against all other titles, charges and incumbrances whatsoever had made, committed or suffered or hereafter to be had, made, or suffered by
- 33 the said Sir Walter Stirling or his heirs or the said John Bonham Carter or his heirs or any person or persons claiming or to claim as aforesaid. And

lastly

34 that they, the said Sir Walter Stirling and John Bonham Carter,
respectively and their respective heirs and all and every person or persons
having or lawfully claiming or to
35 claim any estate, right, title or interest either at law or in equity of, in, to
or out of the said pieces or parcels of land and hereditaments hereby
granted and released or
36 intended so to be with their appurtenances under them, or either of them,
shall from time to time and at all times hereafter, upon the reasonable
request and at the proper
37 costs and charges in the law of the said John Bonham Carter, his heirs,
appointees or assigns, make, do, acknowledge, levy, suffer and execute
and cause and procure to be made
38 done, acknowledged, levied, suffered and executed, all and every such
further and other lawful and reasonable acts, deeds, conveyances,
surrenders and assurances in the Law be
39 the same by fine or fines, common recovery and common recoveries, or

any other matter of record for the further better more perfectly and
absolutely recovering, surrendering and
40 assuring the said pieces or parcels of land and hereditaments, and every
part thereof, with their appurtenances, unto the said James Ryder Burton,
his heirs appointed and assigns,
41 as by the said James Ryder Burton, his heirs appointed and assigns, or
his or their Counsel in the Law shall be reasonably devised or advised
and required. **And** the said
42 John Bonham Carter doth hereby, for himself, his heirs, executors and
administrators, covenant and declare to and with the said James Ryder
Burton, his heirs appointed and assigns,
43 by these presents in manner following, that is to say, That he, the said
John Bonham Carter, hath not, at any time heretofore, made, done,
committed or executed or knowingly or willingly
44 permitted or suffered or been party or privy to any act, deed, matter or
thing whatsoever, whereby or by reason or means whereof the said

pieces or parcels of land and hereditaments
45 hereinbefore granted and released or expressed or intended so to be, or
any of them, or any part thereof, are is, can, shall or may be charged,
incumbered or prejudicially affected in
46 title, estate or howsoever otherwise. **And whereas** by a certain
Indenture of demise, bearing date on or

page 3:

1 **About** the sixth day of May one thousand, seven hundred and thirty
seven and made between **Mary Paxton** therein described of the one part
and **Francis**
2 **Austin** therein also described of the other part, for the considerations
therein particularly expressed, she, the said Mary Paxton , did demise,
grant, bargain
3 and sell unto the said Francis Austin, his Executors, Administrators and
Assigns, amongst other hereditaments, **All** those three pieces of

woodland lying on the *East Hill in Shoreham*
4 aforesaid, called or known by the name of the *Wingate Woods* and the
Shaw being near to them, such last mentioned three pieces of woodland
being the same hereditaments and
5 premises as are hereinbefore granted and released or intended so to be
To hold the same with their appurtenances unto the said Francis
Austin, his Executors, Administrators
6 and Assigns from the day next before the day of the date of the now
reciting Indenture³² for the term of One thousand years at a Peppercorn
rent subject to such proviso for
7 redemption as thereinafter mentioned and contained. **And whereas** by

32

the date of this indenture is 1828, Mary Paxton's sale to Frances Austin was 1737. "the now reciting indenture" may refer to the one of 1737 which was then, in 1828, being reiterated.

an Indenture bearing date the seventeenth day of December which was in the year of our Lord

8 one thousand, seven hundred and thirty seven and made between the said Francis Austin of the first part, **John Fawkener**, therein described and **Mary, his wife**, of the second

9 part and **Thomas Collinson**, therein also described of the third part, After reciting the last recited Indenture and that the said John Fawkener had lately intermarried with

10 the said Mary Paxton whereby he and the said Mary Paxton had become entitled to the equity of redemption of the said premises comprised in the said hereinbefore last

11 part recited Indenture **It was witnessed** that, for the considerations therein expressed, the said Francis Austin, by the direction of the said John Fawkener and Mary, his wife,

12 did bargain, sell, assign, transfer and set over And the said John Fawkener and Mary, his wife, did release, ratify and confirm unto the said Thomas Collinson, his Executors,

13 Administrators and Assigns, All the hereditaments and premises
comprized in the said recited Indenture of the sixth day of May one
thousand, seven hundred and thirty seven **To hold**
14 unto the said Thomas Collison, his Executors, Administrators and
Assigns, for the residue of the said term of One thousand years subject as
aforesaid. And the said John Fawkener
15 and Mary, his wife, for the considerations therein expressed, did grant,
bargain, sell and demise unto the said Thomas Collinson, his Executors,
Administrators and Assigns, certain other
16 hereditaments and premises of which the hereditaments and premises
hereinbefore granted and released are part, **To hold** the same, with the
appurtenances, unto the said Thomas
17 Collison, his Executors, Administrators and Assigns, for the term of five
hundred years subject to such proviso as therein mentioned for
redemption of the same premises. **And**
18 **whereas**, by virtue of several subsequent Assignments and Assurances

in the law And particularly by certain Indentures of Lease and Release
and Assignment bearing date respectively
19 the first and second days of June one thousand, eight hundred and ten
and the Release and Assignment being made between **Robert Samuel
Everest** and **Francis Everest**, therein respectively
20 described of the first part and **Samuel Margerum**, therein also described
of the second part, **Richard Joseph**, therein described of the third part, the
said Sir Walter Stirling of the fourth part and said
21 **John Collier** of the fifth part. And also by certain other Indentures of
Lease and Release and Assignment, bearing date respectively the fourth
and fifth days of October One thousand eight
22 hundred and thirteen, the Release and Assignment being made between
William Everest, therein described of the first part, **John Saxby**, therein
also described of the second part, **William Hales**
23 and William Everest, Trustees, as therein mentioned of the third part.
Charles Hales and **Elizabeth Harriet**, his wife, therein described of the
fourth part, the said Richard Joseph of the

24 fifth part, the said Sir Walter Stirling of the sixth part and the said John
Collier of the seventh part. The pieces or parcels of Land and
25 hereditaments hereinbefore granted and
released with the appurtenances were assigned unto the said John
Collier, his Executors, Administrators and Assigns for the residue of the
said respective terms of One thousand years
26 and five hundred years, In trust for the said Sir Walter Stirling, his heirs
and assigns, and to attend the freehold and inheritance of the same
hereditaments. **Now this Indenture**
27 **further Witnesseth** that, in consideration of the premises and for and
in consideration of the sum of five shillings of lawful money of Great
Britain to the said *John Collier* in hand
28 paid by the said *Arthur Thomas Upton*, at or before the sealing and
delivery of these presents the receipt whereof is hereby acknowledged.
He, the said John Collier, by the direction and
29 appointment, as well of the said Sir Walter Stirling as of the said John

Bonham Carter, and at the request and nomination of the said John Bonham Carter, testified by them severally

30 being parties to and executing these presents, **Hath** bargained, sold, assigned, transferred and set over. And by those presents **Doth** bargain, sell, assign, transfer and set over unto

31 Arthur Thomas Upton, his Executors, Administrators and Assigns, **All** and singular so many and such part and parts of the aforesaid Lands, hereditaments and premises comprized in

32 and demised by the hereinbefore in part recited Indentures of the sixth day of May one thousand, seven hundred and thirty seven and the seventeenth day of December one thousand, seven

33 hundred and thirty seven as are hereinbefore granted and released with the appurtenances And all the estate, right and interest, term and terms of years yet to come and unexpired, property,

34 possession, benefit, claim and demand, both at Law and in Equity, of him the said John Collier, of, in, to or out of the said hereditaments and

premises and every part thereof

- 35 **To have and to hold** all and singular the said Lands, hereditaments
and premises hereby assigned, or intended so to be, with their
appurtenances unto the said Arthur
36 Thomas Upton, his Executors, Administrators and Assigns, henceforth for
and during all the rest residue and remainder, now to come and
unexpired of the said respective terms
37 of one thousand years and five hundred years. In trust for the said James
Ryder Burton, his heirs, appointees and assigns, and to attend, wait upon
and go along with the
38 freehold reversion and inheritance of the same premises in order and to
the intent to protect and preserve the same from all ?? charges and
incumbrances if any such there
39 be. **And** the said John Collier doth hereby, for himself, his Heirs,
Executors and Administrators, covenant, promise and agree to and with
the said Arthur Thomas Upton,
40 his Executors, Administrators and Assigns, in manner following, that is to

say, That he, the said John Collier, hath not at any time heretofore made,
made, done, committed

41 or knowingly or willingly permitted or suffered or been party or privy to
any act, deed, matter or thing whatsoever whereby or by means whereof
the said Lands.

42 hereditaments and premises hereby assigned, or any part thereof, or the
said two several terms of One thousand years and five hundred years
therein are, is, can, shall

43 or may be assigned, surrendered, impeached, charged or in any wise
incumbered. **In witness** whereof the said parties to these presents
have hereunto set

44 their hands and seals the day and year first above written.

seals and signatures of:

John Bonham Carter

Walter Stirling

John Collier

blank seal

The Wood Family & Land called Dunstalls Documents

1

Details of the Wood Family are given in the earlier documents describing Dunstalls so that this section includes all the documents concerned with the Wood family and Dunstalls.

	Document date - reference	page
Land sold by Wood Family to James Brasier	1751	4
Indenture 1773	1773-1	9
Indenture Tripartite	1773-2	16
Lease for a Year	1797-1	40
Release	1797-2	50
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Release of a Messuage & Farm called Dunstalls	1804-2	87

The Wood Family & Land called Dunstalls

2

Documents

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Lease 29 th May 1806 - Walter Stirling & Charles James	1806-1	115
Bargain & Sale 29 th May 1806	1806-2	122
Appointment and Release 30 th May 1806	1806-3	139
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Charles James and Walter Stirling	1806-1r	182
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The Wood Family & Land called Dunstalls
Documents

3

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Between Three Trustees and Sir Walter Stirling	1814-1	284
12 th October 1814		
Indenture 1814 13 th October 1814	1814-2	289

The Wood Family & Land called Dunstalls

4

Land sold by Wood Family to James Brasier

Document 1751

This indenture appears to be part of a larger document. It concerns a large amount of land in *Westerham, Bromley, Lee, Shoreham, Eynsford & Otford* which seems to have been owned by *Richard Wood, Anthony Wood & Jane*, his wife, and *Michael Wood & Mary*, his wife, who sold it to *James Brasier* for £220. Throughout the document the Woods and James Brasier are referred to by their first names only.

Grant:

Brasier	}	
and	}	Indenture of a Fine
Wood	}	

There is the name “Mr. Michael Wood” on the outside and the sentence:

The Wood Family & Land called Dunstalls

5

Land sold by Wood Family to James Brasier

Document 1751

Delivered by proclamation?? According to the form of the Statute

- 1 This is the final agreement made in the Court of our Sovereign Lord ?? ??
at ?? from Easter Day
2 in fifteen days in the twenty fourth year of the Reign of George the
second³³ by the Grace of God of
3 Great Britain, France and Ireland, King, Defender of the faith, etc. before
John Willes, Thomas
4 *Burnett, Thomas Birth, Nathaniel Gundry*, Justices or our Lord, the King,
and others then
5 and there present, Between *James Brasier* ??, and *Richard Wood*,

The Wood Family & Land called Dunstalls

6

Land sold by Wood Family to James Brasier

Document 1751

Anthony Wood & Jane

- 6 his wife, & *Michael Wood & Mary*, his wife, Defor?? Of One Messuage,
three barns, one
- 7 Garden, three Orchards, fifty acres of Land, four acres of meadow, twenty
acres of pasture &
- 8 twenty acres of Wood and of three fourth parts of one Messuage. one
Garden, one Orchard
- 9 one hundred and fifty acres of Land, ten acres of meadow, twenty acres of
pasture, fifty acres
- 10 of wood & eighty acres of furze and heath with the appurtenances in
Westerham, Bromley, Lee, Shoreham,
- 11 *Eynsford & Otford* Whereupon a plea of Coven?? was summoned
between them in the same
- 12 Court, that is to say, that the aforesaid Richard, Anthony & Jane, Michael
& Mary have

The Wood Family & Land called Dunstalls

7

Land sold by Wood Family to James Brasier

Document 1751

13 acknowledged the aforesaid three & fourth parts, with the
14 appurtenances, to be the Right of him, the said James
& Mary. And those they have Remised? & quitclaimed from them, the
15 said Richard, Anthony &
Jane & Michael & Mary & their heirs to the aforesaid James and his heirs
16 forever. And moreover
the said Michael hath granted for him & his heirs that they will warrant
17 to the aforesaid James &
his heirs the aforesaid Tenement & fourth parts, with the appurtenances
18 against him, the said Richard
& his heirs for ever. And further, the said Anthony & Jane have granted
19 for them & their heirs
of the said Anthony, that they will warrant to the aforesaid James, & his
20 heirs, the aforesaid Tenement &
fourth parts, with the appurtenances, against them, the said Anthony &
Jane & the heirs of the said Anthony

The Wood Family & Land called Dunstalls

8

Land sold by Wood Family to James Brasier

Document 1751

21 for ever. And Also the said Michael & Mary have Granted for them and
the heirs of the said Michael
22 that they will warrant to the aforesaid James, & his heirs, the aforesaid
Tenement & fourth parts, with
23 the appurtenances, against them, the said Michael & Mary & the heirs of
the said Michael for ever and
24 for this acknowledged ?? Remise, quitclaim warrented fine and
agreement the said James hath given to
25 the aforesaid Richard, Anthony & Jane & Michael & Mary, two hundred
and twenty pounds Stirling.

The Wood Family & Land called Dunstalls

9

Indenture 1773
Document 1773-1

On the outside:

Mr John Wood	}	
Mr Richard Wood	}	Lease for a year
to	}	
Mr. Enoch Holding	}	

This Indenture³⁴ made the first x x x day of June x x in the thirteenth year of the Reign of our Sovereign Lord George the third, by the Grace of God of Great Britain, France and Ireland, King, Defender of the Faith, etc. and in

2

Indenture 1773

Document 1773-1

the year of our Lord One

thousand, seven hundred and seventy three.

Between *John Wood* of *Bromley* in the county of Kent, Grocer,

and ***Richard Wood* of *Cudham*** in the said county of Kent, Yeoman, the two only sons and Coheirs in Gavelkind according to the Custom of Gavelkind

for Gavelkind Lands used in the said county of Kent, of ***Thomas Wood***, late of ***Hayes*** in the said county of Kent, Yeoman, deceased who was one of the four sons and Coheirs in Gavelkind of ***John Wood***, heretofore of ***Shoreham*** in the said county of Kent, deceased, of the one part and ***Enoch Holding*** of ***Bromley*** in the said county of Kent, Gentleman, of the

other part. **Witnesseth** that for and in consideration of the sum of five shillings of lawful Money of Great Britain to the said John Wood, party hereto, and Richard Wood, in hand well and truly paid by the said Enoch Holding at or before the Sealing and Delivery of these

The Wood Family & Land called Dunstalls

11

Indenture 1773

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10 presents, The Receipt whereof is hereby acknowledged, They, the said
John Wood, party hereto, and Richard Wood **have**, and each of them
hath, bargained and sold And by these presents **do**, and each of them
11 **doth**, bargain and sell unto the said Enoch Holding, his Executors,
Administrators and Assigns, **All** those several Closes of Arable land,
12 the whole into four equal parts being, and to be, divided and all other the
parts purparts and shared whatsoever of them the said John Wood, party
13 hereto, and Richard Wood of and in **All** that Messuage, Farmhouse and
Tenement called **Dunstalls** with all Houses, Barns, Stables,
14 Outhouses, Buildings, Yards, Gardens and Orchards thereunto belonging.
And also of and in **All** those several Closes of Arable land
15 Meadow, Pasture Grounds, Woodgrounds and Coney Grounds³⁵ to the

35

land where rabbits were kept?

The Wood Family & Land called Dunstalls

12

Indenture 1773

Document 1773-1

16 said Messuage, Farmhouse and Tenement likewise belonging and
therewith now or late held, used or enjoyed as part, parcel or Member
17 thereof, containing in the Whole, by Estimation, Three
hundred Acres, be the same more or less, situate, lying and being in the
18 parishes of **Shoreham**, **Eynsford** and **Otford** some or one
of them in the said county of Kent sometime heretofore in the Occupation
19 of **Edward Hills**, his Assignee or Assigns, since in the Occupation of
Thomas Hayward or of his Assigns afterwards in the Occupation of the
said John Wood or his Assigns and now or late in the several
20 Tenures or Occupations of **Thomas Broomfield**, **William Round** and
Nicholas Townsend or some or one them, their sons or one
21 of their Undertenant or Undertenants. And of and in all ways, paths,
passages, Lights, Easements, Waters, Watercourses, Springs, Wells.
22 Hedges, Hedgerows, Timber, Timbertrees, Woods, Underwoods,
Commons, Common of Pasture, Liberties, priviledged profits,

Indenture 1773

Document 1773-1

commodities, Emoluments,
23 Hereditaments and Appurtenances whatsoever to the said Messuage,
Farmhouse or Tenement, Lands and Premises or any part thereof
belonging or
24 in any wise appertaining. And of and in the Reversion and Reversions,
Remainder and Remainders, yearly and other Rents, Issues and Profits
thereof
25 and every part and parcel thereof. **To have and to hold** the said fourth
part, hereditaments and premises hereby bargained and sold, or
26 mentioned and intended so to be, with the Appurtenances, unto the said
Enoch Holding, his Executors, Administrators and Assigns, from the day
27 next before the day of the date hereof for, during and unto the full End
and Term of one whole year from thence next ensuing and fully to be
compleat
28 and ended. **yielding and paying** therefore unto the said John Wood,
party hereto, and Richard Wood, their heirs or Assigns, the Rent

Indenture 1773

Document 1773-1

29 of one corn or grain of pepper only, at or upon the last day of the said
Term, if the same shall be then lawfully demanded **To the Intent** and
purpose that, by Virtue of these
30 presents and by force of the Statute made for transferring of Uses in
possession, the said Enoch Holding may be in the actual possession of
the
31 said hereby bargained and sold fourth part hereditaments and premises,
with the Appurtenances and be thereby enabled to accept and take,
32 of and from the said John Wood, party hereto, and Richard Wood, a Grant
and Release of the Possession and Inheritance thereof to him, the said
Enoch Holding,
33 his heirs and Assigns, forever. **In witness** whereof the said parties, to
these presents, have hereunto interchangeably set their Hands and
34 Seals the day and Year first above written.

The Wood Family & Land called Dunstalls

15

Indenture 1773
Document 1773-1

Seals and signatures³⁶ of:

John Wood Richard Wood

On reverse:

Sealed and delivered being first
duly stamped, in the presence of us
(signature not decipherable)

Watson Coulson Kings Arms stamp with } 84
on it } G R

36

signatures since the two "Wood"s are written very differently; no seal and signature of Enoch Holding. This surviving part of the indenture was probably Enoch Holding's half of the indenture, he having signed to one taken by the Woods.

On the outside:

Mr John Wood	}	
Mr Richard Wood	}	Release to make him
to	}	Tenant to the precipe in a
Mr. Enoch Holding	}	Recovery to the use of Mr. Michael Wood

This Indenture tripartite³⁷

made the second x x x day of June
x x in the thirteenth year of the Reign
of our Sovereign
Lord George the third, by the Grace of
God of Great Britain, France and

2

³⁷

large lettering with decoration

3

Ireland, King, Defender of the
Faith, etc. And in the year of our Lord
One thousand, seven hundred and
seventy three. **Between John**

4

Wood of **Bromley** in the county of Kent, Grocer, and **Mary**, his wife, and
Richard Wood of **Cudham** in the said county of Kent, Yeoman, the two
only sons and Coheirs in

5

Gavelkind according to the Custom of Gavelkind for Gavelkind Lands
used in the said county of Kent, of **Thomas Wood**, late of **Hayes** in the
said county of Kent, Yeoman,

6

deceased who was one of the four sons and Coheirs in Gavelkind of **John
Wood**, heretofore of **Shoreham** in the said county of Kent, deceased, of the
first part, **Michael**

7 **Wood** of **Chelsham**³⁸ in the County of **Surrey**, Yeoman, of the second part,
and **Enoch Holding** of **Bromley** in the said county of Kent, Gentleman, of
the third part.

8 **Witnesseth** that for and in consideration of the sum of four hundred and
twenty five pounds of lawful Money of Great Britain to the said John
Wood, party

9 hereto, and Richard Wood, in hand well and truly paid by³⁹ the said
Michael Wood at or before the Sealing and Delivery of these presents in
full for the absolute

10 purchase of the fourth part and hereditaments hereinafter mentioned and
intended to be hereby released The Receipt whereof and themselves to be

³⁸ about 10 miles west of Otford

³⁹ although there are a few additions compared with the document
written the day earlier, both are very similar.

thencewith fully paid,
11 contented and satisfied, they, the said John Wood, party hereto, and
Richard Wood do hereby severally confess and acknowledge and ?? and
?? and of and from
12 any part and parcel thereof, do clearly and absolutely acquit, release and
discharge the said Michael Wood, his heirs, Executors and
Administrators, and any of them,
13 for ever, by these presents. As also for and in Consideration of the Sum of
five shillings of lawful Money of Great Britain to the said John Wood,
party hereto, and
14 Richard Wood, in hand likewise paid by the said Enoch Holding at or
before the Sealing and Delivery hereof, The Receipt whereof is hereby
acknowledged. And to
15 the Intent and Purpose that all and every Estate and Estates tail,
Reversions, Remainders ?? and Right and Title to dower and all other

Estates whatsoever

- 16 had made, raised, created and now in Being of, in and upon the said
fourth part and hereditaments may be ?? , discontinued and barred and
that the same fourth
- 17 part and hereditaments may be conveyed, settled and assured unto and
to sole use of the said Michael Wood, his heirs and Assigns as hereinafter
expressed, They,
- 18 the said John Wood, party hereto, and Richard Wood, **have**. and each of
them **hath**, aliened, granted, bargained, sold, released and confirmed.
And by these presents
- 19 **do**, and each of them **doth**, alien, grant, bargain, sell, release and
confirm, unto the said Enoch Holding, in his actual possession and seizin
now being, by virtue of a
- 20 Bargain and Sale to him ?? made by the said John Wood, party hereto,

and Richard Wood, for the consideration of five shillings by Indenture bearing

21 date the day next before the day of the date of these presents for the Term of one year commencing from the day next before the day of the date of the same

22 Indenture of Bargain and Sale and by force of the Statute made for transferring of Uses into Possession and to his heirs. **All** that one full undivided

23 fourth part, the whole into four equal parts being, and to be, divided and all other the parts purported and Shared whatsoever of them, the said John Wood,

24 party hereto, and Richard Wood of and in **All** that Messuage, Farmhouse and Tenement called *Dunstalls* with all Houses, Barns, Stables, Outhouses,

25 Buildings, Yards, Gardens and Orchards thereunto belonging. And also

of and in **All** those several Closes of Arable land, Meadow, Pasture
Grounds, Wood-
26 Grounds and Coney Grounds⁴⁰ to the said Messuage, Farmhouse and
Tenement likewise belonging and therewith now or late held, used or
enjoyed as part, parcel
27 or Member thereof, containing in the Whole, by Estimation, Three
hundred Acres, be the same more or less, situate, lying and being in the
parishes of
28 **Shoreham, Eynsford** and **Otford** some or one of them in the said county of
Kent sometime heretofore in the Occupation of **Edward Hills**, his
Assignee or Assigns, since in
29 the Occupation of **Thomas Hayward** or of his Assigns, afterwards in the
Occupation of the said John Wood or his Assigns and now or late in the

40

land where rabbits were kept?

several Tenures or

30 Occupations of *Thomas Broomfield, William Round* and *Nicholas
Townsend* or some or one them, their sons or one of them, their
Undertenant or Undertenants.

31 And of and in all ways, paths, passages, Lights, Easements, Waters,
Watercourses, Springs, Wells, Hedges, Hedgerows, Timber, Timber trees,
Woods, Underwoods, Commons, Common of

32 pasture, Liberties, priviledged profits, commodities, Emoluments,
Hereditaments and Appurtenances whatsoever to the said Messuage,
Farmhouse or Tenement, Lands and

33 premises or any part thereof belonging or in any wise appertaining. And
of and in the Reversion and Reversions, Remainder and Remainders,
yearly and other Rents,

34 Issues and Profits thereof and every part and parcel thereof. And all the
Estate Right Title, Interest, Use, Trust, possession, property, Inheritance,
Claim and Demand whatsoever

35 of them, the said John Wood, party hereto, and Richard Wood, or either of
them, of, in to or out of the said hereby granted and released fourth part
and premises and way or
36 any part or parts thereof. **To have and to hold** the said fourth part,
hereditaments and premises, hereby granted and released or mentioned
and intended so to be with
37 the Appurtenances unto the said Enoch Holding, his heirs as Assigns for
ever. **To the sole** Use of the said Enoch Holding, his Heirs as Assigns
for ever. **To** the only Intent

38 and purpose. Nevertheless that he, the said Enoch Holding, may become
and be perfect Tenant of the freehold of the said hereby granted and
released fourth part and premises
39 with the Appurtenances against whom a good and perfect Common
Recovery may be thereof had and suffered and, to that End, Intent and

purpose, it is hereby covenanted,
40 declared and agreed upon by and between all the said parties to these
presents for themselves severally and respectively, and to their several
and respective Heirs, Executors and
41 Administrators, That the said Michael Wood shall and may, before the
end of Trinity Term now next ensuing, or in some other subsequent Term,
sue forth prosecute
42 against the said Enoch Holding, one Writ of entry **Sur Disserzin en le**
Post out of the High Court of Chancery returnable and to be returned in
his Majesty's Court
43 of Common Pleas at Westminster thereby demanding against the said
Enoch Holding the said hereby granted and released fourth part and
premises with the Appurtenances
44 by such apt and convenient Name or Names and other descriptions as
shall be thought sufficient and proper to comprize and ascertain the same

To which writ the said

- 45 Enoch Holding shall appear in his proper person and shall vouch to
Warranty by the said John Wood, party hereto, and Mary, his wife, and
Richard Wood, who shall
- 46 likewise appear in their own proper persons and vouch to Warranty the
Common vouchee of said Court of Common Pleas who shall likewise
appear and enter
- 47 into the said Warranty and, after Imparance had, shall make default
whereby Judgement shall and may be had and given in the said Court for
the said Michael Wood
- 48 to recover the said fourth part and premises, with the Appurtenances,
against the said Enoch Holding and, for the said Enoch Holding to
recover in Value against the said
- 49 John Wood, party hereto, and Mary, his wife, and Richard Wood, and for
the said John Wood, party hereto, and Mary, his wife, and Richard Wood,
to recover in value

50 against the said common Vouchee and that such further and other
proceedings shall be had therein so as that a good and perfect Common
Recovery with double Vouchee of
51 the said hereby granted and released fourth part and premises, with the
Appurtenances, shall and may be had, suffered and perfected, in all
Things according to the usual
52 Course of Common Recoveries for Assurance of Lands and
Hereditaments in such cases used. **And** it is hereby further declared,
covenanted and agreed upon by and
53 between all the said parties of these presents for themselves, and their
several and respective Heirs and Assigns, That the said Common
Recovery as aforesaid or in any
54 other Manner or at any other Time to be had and suffered and all and
every Common Recovery and Common Recoveries, fine and fines, or other

page 2:

1 **Assurances**⁴¹ in the Law whatsoever already had suffered, levied
or executed or hereafter to be had, levied, suffered or
executed, of the said fourth part
2 and premises, or any part thereof, by or between the
said parties to these presents, ot any of them, or
whereunto they, or any of
3 them, are or was or were, shall or may be party or
parties to these presents or privy shall be and ??
and shall be adjudged, deamed

4 construed, expounded and taken to be and ?? and by all the said parties
to these presents is and are hereby declared and agreed to be and ?? **To**
the
5 **sole** and only proper use and Behoof of the said Michael Wood, his Heirs
and Assigns, for ever. And to and for no there use, Interest or Purpose
whatsoever. **And**
6 the said John Wood, party hereto, and Richard Wood, for themselves
severally and for their several and respective heirs, Executors and
Administrators, do and each
7 of them doth, covenant, promise, grant, declare and agree to and with the
said Michael Wood, his Heirs and Assigns, by these presents in Manner
and Form following
8 (that is to say) That for and notwithstanding any Act, Deed, Matter or
Thing, Acts, Deeds, Matters or Things whatsoever by them, the said John
Wood,

9 party hereto, and Richard Wood, or either of them, or by the said **Thomas**
10 **Wood, their father**, or the said **John Wood, their grandfather**, or either of
11 them, had
12 made, done, committed, omitted or suffered to the contrary, they, the said
13 John Wood, party hereto, and Richard Wood, now at the Time of the
14 Sealing and
15 delivery of these presents are and stand, or one of them is and standeth,
16 lawfully, rightfully and absolutely seized of and in the said fourth part
17 and
18 premises hereinbefore mentioned and intended to be hereby granted and
19 released, with the Appurtenances, of a good, sure, perfect, absolute and
20 indefeasible Estate of Inheritance in fee simple ?? ?? fee tail or other
21 good Estate of Inheritance without any Use or Uses, power of Revocation,
22 Trust, Limitation of Use or Uses or other Restraint, matter, cause or Thing
23 whatsoever to alter, change, charge, defeat, determine, revoke, make

15 void, lessen or incumber the same. **And now also**, or at the Time of
Sealing and Delivery hereof, for and notwithstanding any such Act, Deed,
Matter or
16 Thing, Acts, Deeds, Matters or Things, as aforesaid, have in themselves,
or one of them hath in himself, good Right, true Title and lawful and
absolute
17 Authority to grant, bargain, sell and convey the said fourth part and
premises, with the Appurtenances, unto and to the Use of the said
Michael Wood
18 his Heirs and Assigns, for ever. **And also** that he, the said Michael
Wood, his Heirs and Assigns, shall or lawfully may, from Time to Time
and at all
19 Times hereafter, peaceably and quietly enter into, have, hold, use,
occupy, possess and enjoy the said hereby granted and released fourth
part and premises with
20 the Appurtenances and have, receive and take the Rents, ?? and profits

thereof to his and their own Use and Uses from the Feast day of The
Annunciation

21 of the Blessed Virgin Mary now last past before the day of the date hereof
without any the lawful Let, Suit, Trouble, Denial, Eviction, Ejection,
Interruption

22 or Disturbance whatsoever of or by the said John Wood, party hereto, and
Richard Wood, or either of them, their or either their Heirs or Assigns or
23 of or by any other person or persons whomsoever lawfully claiming or to
claim in, by, from, under or in Trust for them or either of them or by or
24 through their either or any of their Acts, Means, Default, Privity or
procurement. And that free and clear and freely and clearly acquitted,
25 exonerated, released and discharged or otherwise upon Request shall be
well and sufficiently freed and cleared, saved harmless and kept

26 indemnified⁴² by the said John Wood, party hereto, and Richard Wood,
their heirs, Executors or Administrators, of from and against from all and
all
27 manner of former and other Gifts. Grants, Bargains, Sales, Leases,
Mortgages, Jointures, Dowers, Right and Title of Dower and, especially,
28 the Dower Moiety Thirds and Widows right of the said Mary, the wife of
the said John Wood, party hereto, Trusts, Uses, Wills, Intails,
29 Legacies, Annuities, Fines, postfines, Debts, Rents and Arrears of Rent,
Forfeitures, Issues, Amercements, Statutes, Recognisances,
30 Judgements, Executions, Extents and of and from all other Titles,
Troubles, Charges, Claims, Demands and Incumbrances whatsoever had
31 made, done, committed or suffered or hereafter to be made, done,

42

“indemnified”

committed or suffered, by the said John Wood, party hereto, and Richard Wood or either

32 of them, their or either of their Heirs or Assigns or by the said **Thomas**
33 **Wood, their father**, or the said **John Wood, their grandfather**, or either of
34 them. The Rents and Services from henceforth to become due payable
35 and to be performed to the Chief Lord or Lords of the Fee or Fees of the
36 said

37 Messuage, Farmhouse and Tenement, Land and Hereditaments, for and
in respect of the said hereby granted and released fourth part thereof only
excepted

and foreprized. **And Lastly** that they, the said John Wood, party hereto,
and Richard Wood and their Heirs and all and every other person and

persons having, or lawfully claiming or which shall or may have or
lawfully claim, any Estate, Right, Title, Trust or Interest, either at Law
or in Equity, of, in to or out of the said hereby granted and released fourth

part and premises, or any part thereof, by, from, under or in
38 Trust for the said John Wood, party hereto, and Richard Wood, or either of
them, their, or either of their, Heirs or Assigns, shall and
39 will, from Time to Time and at all Times hereafter at and upon the
reasonable Request, and at the proper Costs and Charges, of
40 the said Michael Wood, his Heirs or Assigns, make, do, acknowledge,
levy, execute and suffer, or cause and procure to be made, done,
41 acknowledged, levied, executed and suffered, all and every such further
and other lawful and reasonable Act and Acts, Thing and Things, Deeds
42 Conveyances and Assurances in the Law, whatsoever to and for the
further better, more sure, perfect and absolute granting,
43 conveying, confirming, assuring and suremaking of the said fourth part
and premises hereinbefore mentioned and intended to
44 be hereby granted and released, with the appurtenances, unto and to the
use of the said Michael Wood, his Heirs or Assigns,
45 for ever according to the true Intent and Meaning of these presents be the

46 same by Fine or Fines, Common Recovery or
Common Recoveries, Deed or Deeds, inrolled or nor inrolled or otherwise
47 howsoever as by the said Michael Wood, his Heirs or
Assigns or any his or their Council learned in the Law shall be reasonably
48 devised or advised and required So as such further
Assurance or Assurances do not contain or comprize in them any further
49 or other warranty or Covenant for Warranty,
their own Acts and Deeds and so as for the doing, executing,
acknowledging or suffering the same such person or persons
50 be not compelled or compellable to go or travel from his, her, or their
usual place or places of Abode. **In witness** whereof
51 the said parties to these presents have hereunto interchangeably set their
Hands and Seals the day and year first above
52 written.

The Wood Family & Land called Dunstalls

37

Indenture Tripartite

Document 1773-2

Seals and signatures⁴³ of:

John Wood Mary Wood Richard Wood Michael Wood
Enoch Holding

43

signatures since all the "Wood"s are written differently

The Wood Family & Land called Dunstalls

38

Indenture Tripartite

Document 1773-2

On reverse:

Received the day and Year first within written of and from	}	£	s	d
the within named Michael Wood the sum of Four hundred	}	425	0	0
and twenty five pounds being the full Consideration Money	}			
within mentioned to be paid by him to us We say received	}			
by us	}			

Witnessed hereto	John Wood
?? Wilson	
Watson Coulson	Richard Wood

Sealed and delivered by all the within
named parties, except the within named
Mary Wood, being first duly stamped in
the presence of us

?? Wison and	?? Weston
Watson Coulson	Kings Arms

Sealed and delivered by the within named

The Wood Family & Land called Dunstalls

39

Indenture Tripartite

Document 1773-2

Mary Wood in the presence of us

??

??

Kings Arms

stamp with }

34

on it }

G R

On the outside:

Mr Rich	}	
to	}	Lease for a year
Mrs. Jane Smith	}	

This Indenture⁴⁴

2 made the twenty fourth day of March in the thirty
 seventh year of the reign of our Sovereign Lord
 George the third by the Grace
3 of God of Great Britain, France and Ireland, King,
 Defender of the Faith and so forth and in the year of

44

large lettering with decoration

Lease for a Year
Document 1797-1

our Lord one thousand,
4 seven hundred and ninety seven. **Between George**
Rich of **Northfleet** in the county of Kent, Gentleman,
the Nephew and devisee
5 in fee named in the last Will and Testament of
George Saunders, late of **Woomwell Hall** in the parish
of Northfleet aforesaid,
6 Esquire, deceased, of the one part and **Jane Smith** of
Sevenhampton in the parish of **Highworth** ⁴⁵ in the County of **Wilts**,
widow, of the other part. **Witnesseth**
7 that the said George Rich, for and in Consideration of the Sum of
Five Shillings of lawful Money of Great Britain to him, in hand well
and truly paid by the

45

about 5 miles north of Swindon

8 said Jane Smith at or before the Ensealing and delivery of these presents
the Receipt whereof is hereby acknowledged, **Hath**, Bargained and Sold
and by these presents **Doth**
9 Bargain and Sell unto the said Jane Smith, **All** that Messuage, farm
House and Tenement called *Dunstalls* with all Houses, Barns, Stables,
Outhouses, Buildings, Yards,
10 Gardens and Orchards thereunto belonging. **And also all** those several
Closes of arable Land, Meadow, Pasture Ground, Wood, Wood Grounds
and Coney Grounds⁴⁶ to
11 the said Messuage, Farm house and Tenement likewise belonging and
therewith held now and enjoyed as part, parcel or Member thereof,
containing in the whole, by an
12 Estimation thereof lately made, three hundred and fourteen acres, be the

46

land where rabbits were kept?

same more or less, situate, lying and being in the parishes of **Shoreham**,
Eynsford and **Otford** or in some
13 or one of them in the said County of Kent, formerly in the occupation of
Edward Hills, his Assignee or Assigns, afterwards of **Thomas Hayward**
since of **John Wood** , since then
14 of **Thomas Broomfield**, **William Round**⁴⁷ and **Richard Wood** and now or
late in the tenure or Occupation of **John Russell**. **And also all** those two
little Cottages or tenements
15 situate near to the said Messuage and Farm house with the yards and
gardens thereto respectively belonging, late in the several tenures of

47

except for the area being given here as 314 acres compared with 300 acres in the Indenture of 1773, the lease of one year to from John and Richard Wood to Enoch Holding, the two descriptions of Dunstalls are almost identical. The occupiers up to here are also identical except for the omission here of Nicholas Townsend.

Occupations of *William*

- 16 *Brookhouse* and ⁴⁸ and now or late of the said John Russell
or by whatever other Name or Names, Quantities, qualities, Number of
Acres, descriptions
17 or other Certainties the said Messuage or tenement, farm lands,
Cottages, Tenements and Hereditaments, or any part thereof, now are or
is, or at any time
18 heretofore usually have or hath been called, known or described, which
said Messuage, farm lands, Cottages, Tenements and Hereditaments
were late the Estate
19 and Inheritance of the said George Saunders, deceased, and were in and
by his last will and testament bearing date the twentieth day of
December One thousand,

48

space left here, presumably for another name which was never
entered

Lease for a Year
Document 1797-1

20 seven hundred and eighty one and proved at London the Seventeenth
day of June one thousand, seven hundred and eighty two, given and
devised to the said
21 George Rich, his heirs and assigns, for ever, on his attaining the Age of
twenty one years and by a Decree of the High Court of Chancery made
the twentieth
22 day of February, one thousand, seven hundred and ninety five in a cause
wherein the said George Rich, then an infant, and others were plaintiffs
and **Thomas**
23 **Godden** and others, Defendants, the said will of the George Saunders was
declared to be well proved and Established and pursuant to an order of
the said
24 Court, dated the twenty first day of July, one thousand, seven hundred
and ninety six taking Notice that the said George Rich had attained his
age of twenty
25 one years in the Month of April then last past, the said George Rich has

Lease for a Year
Document 1797-1

been since let into possession thereof and the Deeds and writings
belonging
26 thereto have been delivered to him Together with all Houses,
Outhouses, Edifices, Buildings, Barns, Stables, Court yards, Gardens,
Orchards, Backsides,
27 ways, paths, passages, waters, watercourses, woods, underwoods and
Trees, Hedges, Ditches, Mounds, Fences, Easements, Commons,
Common of Pasture,
28 profits, Commodities, Emoluments, advantages and appurtenances,
whatsoever to the said Messuage, Farm house, lands and Hereditaments
hereinbefore
29 mentioned and intended to be hereby Bargained and Sold, or any part
thereof, belonging or in any wise appertaining or to or with the same, or
any
30 of them or any part or parcel thereof now, or at any time heretofore,
usually held. used, occupied, possessed or enjoyed or accepted, reputed,

31 secured, taken or known as part,
parcel or Member thereof, or of any part thereof, or as belonging
thereunto, and the Reversion and Reversions, Remainder and
Remainders, yearly and other rents, issues and profits of

32 all and singular the said Messuage, farm house, lands, Hereditaments
and premises, hereinbefore mentioned and hereby Bargained and sold, or
intended so to be,

33 **To have and to hold** the said Messuage, farm lands, tenements,
Hereditaments and all and singular other the premises hereby Bargained
and

34 Sold, or intended so to be, with their and every of their Rights, Members
and Appurtenances, unto the said Jane Smith, her Executors,
Administrators and

35 Assigns, from the day next before the day of the date of these presents for
and during and unto the full End and term of one whole

36 year from thence next Ensuing and fully to be compleat and ended.
37 **yielding and paying** therefore the rent of one pepper Corn on
38 the last day of the said term, if the same shall be demanded To the
39 Intent that, by virtue of these presents and by force of the Statute made
40 for transferring uses in possession, the said Jane Smith may be in the
actual possession of the hereby Bargained premises, with the
appurtenances and may be thereby Enabled to accept and take a Grant
and Release of the Reversion and Inheritance thereof to her and her Heirs

40 **In witness** whereof the said parties, to these presents, have hereunto
set their hands and Seals the day and year first above written.

Seal and signature of: George Rich

The Wood Family & Land called Dunstalls

49

Lease for a Year
Document 1797-1

On reverse:

Sealed and delivered
in the presence of

?? Jackson ?? ??
John Thomlinson

2 stamps with more
complicated pictures
on them than earlier ones

On the outside:

Mr Rich	}	
to	}	Release for a year
Mrs. Jane Smith,	}	
widow	}	

This Indenture⁴⁹ made the twenty fifth day of March in the thirty seventh year of the Reign of our Sovereign Lord George the
2 Third by the Grace of God of Great Britain, France and Ireland, King, Defender of the Faith and so forth.

Release

Document 1797-2

3 And in the year of our Lord One thousand, seven
4 hundred and ninety seven. **Between George**
5 ***Rich*** of ***North fleet*** in the county of Kent, Gentleman,
6 (the Nephew and Devisee in fee named in the
7 last Will and Testament of ***George Saunders***, late of
8 ***Woomwell Hall*** in the parish of Northfleet
aforesaid, Esquire, deceased, of the one part and ***Jane***
Smith of ***Sevenhampton*** in the parish of ***Highworth***⁵⁰
in the County of ***Wilts***, widow, of the other part. **Whereas**
the said Jane Smith hath lately contracted and
agreed with the said George Rich for the absolute purchase of the
freehold and Inheritance in fee simple in possession (free from
Incumbrances Save

50

about 5 miles north of Swindon

9 and Except the Rents and Services hereinafter Excepted) of and in the
10 Messuages, Farms, lands, Tenements and Hereditaments hereinafter
mentioned and intended to be hereby granted and released at or for the
price or sum of Three thousand, seven hundred and fifty pounds

11 **Now this Indenture Witnesseth** that, in consideration of the
premises and in Consideration of Three
12 thousand, seven hundred and fifty pounds of lawful money of Great
Britain, to the said George Rich, in hand paid by the said Jane
13 Smith on or before the Sealing and Delivery of these presents (being the
said sum mentioned to be the Consideration Money
14 in a certain Indenture of Bargain and Sale of ?? date herewith and
intended to be inrolled in his Majesty's Court of Common
15 pleas at Westminster and made, or intended to be made, between the
said George Rich of the one part and the said Jane Smith of
16 the other part) the Receipt and payment of which said Sum of Three

17 thousand, seven hundred and fifty pounds, he, the said George Rich,
doth hereby acknowledge and thereof and from the same and of and from
every part thereof, doth absolutely acquit, release and
18 discharge the said Jane Smith, her heirs, Executors and Administrators,
and every of the, for ever by these presents, He, the said
19 George Rich **Hath** Granted, Bargained, Sold, aliened and released and
by these Presents **Doth** grant, Bargain, sell, alien
20 and release, unto the said Jane Smith (in her actual possession now
being by virtue of a Bargain and Sale to her thereof
21 made by the said George Rich in Consideration of Five shillings by
Indenture bearing date the day next before the day of
22 the date of these presents for one whole year commencing from the day
next before the day of the date of the said Indenture
23 of Bargain and Sale and by force of the Statute made for transferring uses

into possession and her Heirs, **All** that
24 Messuage, Farm house and Tenement called *Dunstalls* with all Houses,
Barns, Stables, Outhouses,
25 Buildings, Yards, Gardens and Orchards thereunto belonging. **And also**
all those several Closes of arable Land, Meadow,
26 pasture Ground, Wood, Wood Grounds and Coney Grounds⁵¹ to the said
Messuage, Farm house and Tenement likewise belonging and
27 therewith held now and enjoyed as part, parcel or Member thereof,
containing in the whole, by an Estimation thereof lately made,
28 Three hundred and fourteen acres, be the same more or less, situate,
lying and being in the parishes of *Shoreham*, *Eynsford* and *Otford*
29 or in some or one of them in the said County of Kent, formerly in the
occupation of *Edward Hills*, his Assignee or Assigns, afterwards

51

land where rabbits were kept?

30 of *Thomas Hayward* since of *John Wood* , since then of *Thomas*
31 *Broomfield, William Round*⁵² and *Richard Wood* and now or late
32 in the tenure or Occupation of *John Russell*. **And also all** those two
33 little Cottages or tenements situate near to the said
Messuage and Farm house with the yards and Gardens thereto
respectively belonging, late in the several tenures of Occupations of
William Brookhouse and ⁵³ and now or late of the said John
Russell or by whatever other Name or Names,

52 except for the area being given here as 314 acres compared with 300 acres in the Indenture of 1773, the lease of one year to from John and Richard Wood to Enoch Holding, the two descriptions of Dunstalls are almost identical. The occupiers up to here are also identical except for the omission here of Nicholas Townsend.

53 space left here, presumably for another name which was never entered

Release

Document 1797-2

34 quantities, qualities, Number of Acres, descriptions or other certainties
the said Messuage or tenement, farm lands, Cottages,
35 Tenements and Hereditaments, or any part thereof, now are or is, or at
any time heretofore usually have or hath
36 been called, known or described, which said Messuage, farm lands,
Cottages, Tenements and Hereditaments were late the
37 Estate and Inheritance of the said George Saunders, deceased, and were
in and by his last will and testament bearing
38 date the twentieth day of December One thousand, seven hundred and
eighty one and proved at London the Seventeenth day
39 of June one thousand, seven hundred and eighty two, given and devised
to the said George Rich, his heirs and assigns, for
40 ever, on his attaining the Age of twenty one years and by a Decree of the
High Court of Chancery made the twentieth
41 day of February, one thousand, seven hundred and ninety five in a Cause

wherein the said George Rich, then an infant, and
42 others were plaintiffs and **Thomas Godden** and others, Defendants, the
said will of the George Saunders was declared to be
43 well proved and Established and pursuant to an order of the said Court,
Dated the twenty first day of July, one thousand,
44 seven hundred and ninety six taking Notice that the said George Rich
had attained his age of twenty one years in the

page 2:

1 **Month of April**⁵⁴ then last past, the said George Rich has been
since let into possession thereof
2 and the Deeds and writings belonging thereto have
been delivered to him

Release

Document 1797-2

3 Together with all Houses, Outhouses, Edifices, Buildings, Barns,
4 Stables, Court yards, Gardens, Orchards, Backsides, Ways,
5 paths, passages, Waters, Watercourses, Woods, Underwoods and Trees,
6 Hedges, Ditches, Mounds, Fences, Easements, Commons,
7 Common of Pasture, profits, Commodities, Emoluments, advantages and
8 appurtenances, whatsoever to the said
9 Messuage, Farm house, lands and Hereditaments hereinbefore
10 mentioned and intended to be hereby granted and
released, or any part thereof, belonging or in any wise appertaining or to
or with the same, or any of them
or any part or parcel thereof now, or at any time heretofore, usually held.
used, occupied, possessed or Enjoyed or
accepted, reputed, secured, taken or known as part, parcel or Member
thereof, or of any part thereof, or as belonging
thereunto, and the Reversion and Reversions, Remainder and
Remainders, yearly and other rents, issues and profits

11 of all and singular the said Messuages, farm house, lands, Hereditaments
and Premises, hereinbefore mentioned and
12 hereby granted and released, or intended so to be⁵⁵ and all the Estate,
Right, Title, Interest, use, Trust, property
13 possession, Benefit, Claim and demand whatsoever, both at law and in
Equity of him, the said George Rich,
14 in to or out of the same and of every part and parcel thereof Together with
all Deeds, Evidences and Writings
15 whatsoever touching or concerning the premises hereby granted and
released, or intended so to be, or any part thereof, only
16 or not to other Hereditaments of greater ?? and which now are in the

55

from page 1, line 24 to here, the wording is exactly the same as in document 1797-1 lines 9 to 32 except for "granted and released" here on lines 6 and 12 which was "Bargained and Sold" in 1797-1.

Release

Document 1797-2

17 Custody or power of the said George Rich
or which he can come at without Suit at Law or in Equity and true Copies
of all deeds, Evidences and Writings
18 whatsoever which relate to the premises hereby granted and released, or
intended so to be, or any part thereof, jointly
19 or together, with any other Tenements or Hereditaments of greater value
?? such Copies as shall be given before or upon
20 the Sealing and delivery of these presents to be made at the proper
Expense, Costs and Charges of the said George
21 Rich but all future Copies to be made at the proper Costs and Charges of
the party or parties requiring the same.
22 **To have and to hold** the said Messuage, farm lands, tenements,
Hereditaments and all and Singular
23 other the premises hereby granted and released, or intended so to be,
with their and every of their Rights, Members
24 privileges and Appurtenances, unto the said Jane Smith, her Heirs and

Assigns, To the only proper use and Behoof
25 of the said Jane Smith, her Heirs and Assigns, for ever. **And** the said
George Rich, for himself, his Heirs, Executors
26 and Administrators, doth covenant, promise and agree to and with the
said Jane Smith, her Heirs and Assigns,
27 by these presents, that for and notwithstanding any Act, Deed, Matter or
thing whatsoever by him, the said
28 George Rich, or George Saunders, deceased, made, done, committed,
Suffered or Executed to the contrary
29 he, the said George Rich, at the time of Executing these presents, is or
standeth lawfully, rightfully and absolutely
30 seized of or in the tenements and Hereditaments hereby granted and
released, or intended so to be, with the
31 appurtenances, of or for a good Sure, perfect and absolute indefeazible
Estate of Inheritance in Fee Simple in possession

32 without any Condition, use, trust, power of Revocation or limitation of use
or uses or any other Cause, Matter
33 or thing whatsoever which can, shall or may, in any wise, abridge, defeat,
change, charge, incumber or make
34 void the same and also that, for and notwithstanding any such Act, Deed,
Matter or thing as aforesaid, he, the said
35 George Rich, at the time of Executing these presents, hath in himself god,
right, full power and lawful and absolute
36 authority to grant, release and convey all and singular the premises
hereby granted and released, or intended so to be,
37 with their, and every of their, appurtenances unto and to the use of the
said Jane Smith, her heirs and assigns, in
38 manner aforesaid and according to the true Intent and Meaning of these
presents. And also that it shall and may be
39 lawful to and for the said Jane Smith, her Heirs and Assigns, peaceably
quietly to enter upon the premises hereby

40 granted and released, or intended so to be, and the same with the
appurtenances⁵⁶
41 from time to time and at all time hereafter, to have,
hold, use, occupy, possess and enjoy and
42 the rents, ?? and profits thereof, and of every part thereof, from the feast
of Saint Michael the Archangel now last past

page 3:

To have, receive⁵⁷ and take to her and their own use and uses
without

56

the rest of this line and the beginning of the next seems
to have been crossed out

57

large lettering with decoration

2 nay let, Suit, Trouble, Interruption or Disturbance
3 whatsoever of, from or by him, the said George Rich, or any other person
4 or persons whomsoever lawfully or equitably claiming
5 or to claim any Estate, Right, Title or Interest whatsoever of, in to or out
6 of the same Premises or any part
7 thereof, by, from or under or In trust for him or by, from or under the said
8 George Saunders, deceased, or by or
9 through their, or any or either of their, wilful means or default, Consent,
10 privity or procurement and that free and
clear, and freely and clearly, acquitted and Exonerated and discharged or
otherwise by the said George Rich, his Heirs and
Executors or Administrators, or some of them well and Sufficiently saved,
kept harmless and indemnified of, from
and against all former and other Gifts, Grants, Bargains, Sales, Leases,
Mortgages, Judgements, Jointures, Dowers,
uses, Trusts, Wills, Intails, Fines, Forfeitures, ?? , Seizures,

Release

Document 1797-2

11 Amerciaments, Estheats, Rents and Arrears of Rent of
12 Acts, Estates, Titles, Trusts, Troubles, Charges, Incumbrances and
13 demands whatsoever had made, done, forfeited,
14 occasioned or Suffered by the said George Rich or the said George
15 Saunders, deceased, or either of them, or any
16 other person or persons whomsoever lawfully or Equitable claiming by,
17 from, under or In trust for them or either of
18 them or by, thro' or with his, their or any of their Acts, Means, Consent,
default, privity or procurement, Save
and Except only the rents and Services from henceforth to become one
and payable to the Lord or Lords
of the Fee or Fees of the said premises, or any part thereof. **And** further
that he, the said George
Rich and all and every other person and persons whomsoever having, or
lawfully claiming, or who shall
or may at any time or times hereafter have, or lawfully claim, any Estate,

Right, Title, Trust or Interest

19 whatsoever of, in to or out of, the Premises hereby granted and released,
or intended so to be,
20 or any part thereof, by, from or under or in Trust for him or by, from or
under or in trust for the
21 said George Saunders, deceased, or by, or through their, or either of their,
wilful Means or default,
22 Consent, privity or procurement, shall and will, from time to time and at
all times hereafter, at the
23 request and proper Costs and Charges in the Law of the said Jane Smith,
her Heirs or Assigns,
24 make, do and Execute, or cause or procure to be made, done and
Executed, all and every such further
25 and other lawful and reasonable Acts, Matters, Things, deeds, Covenants
and Assurances in the

26 law whatsoever for the further better, more perfect and absolute granting,
27 releasing, conveying and
28 assuring the premises hereby granted and released, or intended so to be,
and every part thereof,
with the appurtenances, unto and to the use of the said Jane Smith, her
Heirs and Assigns,

29 for ever, in manner aforesaid and according to the true Intent and
Meaning of these presents as by
30 the said Jane Smith, her Heirs or Assigns, or her, their or any of their
Counsel in the Law shall be
31 reasonably devised or advised and required but, so as that such further
assurances contain in them
32 no further or other Covenant or Warranty than against the person or
Persons who shall be
33 required to make and Execute the same, their, his and her Heirs,

Release

Document 1797-2

Executors, Administrators, Acts and
34 Deeds and so as that the party or parties required to make, do or execute
the same be not
35 compelled or compellable to go or travel above the space of five Miles
from his, her or their respective
36 place or places of abode for the making or doing thereof. **In Witness**
whereof the
37 said parties to these Presents have hereunto set their hands and Seals
the day and
38 year first above written.

signature and seal of:

George

Rich

On reverse:

The Wood Family & Land called Dunstalls

69

Release

Document 1797-2

Received the day and year first within written }
of and from the within named Jane Smith }
the sum of Three thousand, seven hundred and } £3750
fifty pounds being the Consideration Money }
within mentioned to be by her paid to me }
George Rich

Witness:

?? Jackson
John Thomlinson

Sealed and delivered
in the presence of
?? Jackson ?? ??
John Thomlinson

2 stamps only one
of which has survived intact

The Wood Family & Land called Dunstalls

70

Lease for a year 18 September 1804

Document 1804-1

On outside:

G.T. Goodenough	}	
and another	}	
to	}	Lease for a year
Thos. F. Jennings as	}	
trustee for Sir Walter	}	
Stirling, Bart	}	

This Indenture made the eighteenth Day of September in the forty fourth year of the Reign of our Sovereign Lord George the third

2

by the Grace of God of the united Kingdom of Great Britain and Ireland King, Defender of the

Lease for a year 18 September 1804

Document 1804-1

Faith. And in the

Year of our Lord One thousand eight hundred and

four **Between George Trenchard Goodenough** of

Shooters' Hill in the County of Kent, Esquire, and

Richard Whitehouse Jennings of **Shire Lane,**
Lincolns Inn

in the County of Middlesex, Gentleman, of the one
part and **Thomas Francis Jennings** of **Shire Lane**

aforesaid, Gentleman, of the other part. **Witnesseth** that the said
George Trenchard Goodenough and Richard Whitehouse Jennings for
and in Consideration of five shillings of lawful

money of Great Britain to them, in hand paid by the said Thomas Francis
Jennings at or before the Sealing and Delivery of these presents, the
Receipt whereof is hereby acknowledged,

have, and each of the **hath**, bargained and sold And by these presents

The Wood Family & Land called Dunstalls

72

Lease for a year 18 September 1804

Document 1804-1

Do, and each of them *Doth* bargain and sell unto the said Thomas Francis Jennings, his Executors, Administrators
9 and Assigns, **All** that Messuage, Farm House and Tenement now or heretofore called or known by the general Name of *Dunstalls*, otherwise *Shoreham Hill Farm*, And all outhouses,
10 Edifices, Buildings, Barns, Stables, Yards, Gardens and Orchards thereunto belonging or appertaining or therewith now, or heretofore, holden, used, occupied or enjoyed as part, parcel or Member
11 thereof. And all those several Closes or pieces or parcels of arable Meadow and Pasture Land, Woods, Wood Grounds and Coney Grounds to the said Messuage, Farm House and Tenement
12 belonging or appertaining or therewith now or heretofore holden, used, occupied or enjoyed, containing in the whole, by Estimation or Survey thereof lately made or taken, Three hundred and sixteen
13 Acres or thereabouts, be the same more or less, situate, lying and being in the several parishes of *Shoreham, Eynsford and Otford*, or some or one

Lease for a year 18 September 1804

Document 1804-1

of them, in the county of Kent and
14 heretofore in the Tenure or Occupation of *Thomas Broomfield, William
Round* and *Michael Wood* or some or one of them, since in the Tenure or
Occupation of *John Russell* and *John*
15 *Smyth* or their respective Tenants or Undertenants and now or late of
Robert Blandford, his Undertenants or Assigns, under or by virtue of a
certain Indenture of Lease or Devise Which
16 said several Closes or pieces or parcels of Land, Meadow and Pasture
Land, Woods, Wood Grounds and Coney Grounds now are, or heretofore
were, or have been called or known by the several and
17 respective names of and the same, together with the said Orchards and
Gardens and the Scite⁵⁸ of the said Farm House and the Roads and Waste

58

old spelling of site?

The Wood Family & Land called Dunstalls

74

Lease for a year 18 September 1804

Document 1804-1

thereof or thereto belonging, contain
18 according to a late or modern Admeasurement, Survey or Estimate
thereof the several or respective Quantities or Number of Acres
mentioned and expressed as follows (that is to say) All that
19 Farmhouse, Orchards and Gardens containing three Acres, two Roods
and twenty-nine perches⁵⁹. And all that Close commonly called or known
by the name the ***Six Acre Field*** containing

59

a rood (or rod), pole or perch could be a linear or square measure with their actual value varying, often locally. Here it would seem that a rood and a perch had different values, possibly 0.25 acres and about 30 sq. yds, respectively. This would give the total area of about 3.68 acres. The areas in acres of the other fields, etc. are given in the Summary of this lease - see Summary: Land called Dunstalls.

The Wood Family & Land called Dunstalls

75

Lease for a year 18 September 1804

Document 1804-1

20 six Acres, three Roods and six perches. And also all that Close commonly
called or known by the Name of ***Kitchen Field*** containing thirteen acres
and three roods. And also all
21 that other Close commonly called or known by the name of ***Pound Field***
containing sixteen acres, one Rood and thirty-six Perches. And also that
other Close commonly called or
22 known by the name of ***East Field*** containing fifteen acres, one Rood and
thirty-five perches. And also all that other Close commonly called or
known by the name of ***White Ways Field***
23 containing seventeen Acres and thirty Perches. And also all that other
Close commonly called or known by the name of ***Well Field*** containing
eleven acres. And also all that other Close
24 commonly called or known by the name of ***Great Ponder's Field***
containing Fifteen Acres and one Perch. And also all that other Close
commonly called or known by the name of ***Little Ponder's***
25 ***Field*** containing Ten Acres, one Rood and thirty two perches. And also

The Wood Family & Land called Dunstalls

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Lease for a year 18 September 1804

Document 1804-1

all that other Close commonly called or known by the name of **Little
twenty Acre Field** containing twelve Acres, two Roods,
26 and fifteen perches. And also all that other Close commonly called or
known by the name of **Great Twenty Acre Field** containing Seventeen
Acres and twenty perches. And also all
27 that other Close commonly called or known by the name of **Willis Field**
containing Four Acres, Two Roods and thirteen Perches. And also all
that other Close commonly called or known
28 by the name of **Further North Field** containing Eight Acres, one Rood and
twenty six perches. And also all that other Close commonly called or
known by the name of **Middle North**
29 **Field** containing nine Acres, two Roods and seventeen perches. And also
all that other Close commonly called or known by the name of **Great**
North Field containing fourteen Acres,
30 three Roods and thirty perches. And also all that other Close commonly
called or known by the name of **Court Field** containing Fourteen Acres

Lease for a year 18 September 1804

Document 1804-1

and thirty perches. And also all that other Close commonly
31 called or known by the name of *Little Barn Field* containing nine Acres
and twenty-six Perches. And also all that other Close commonly called or
known by the name of *Great Barn Field* containing thirteen
32 Acres and thirty-eight perches. And also all that other Close commonly
called or known by the name of *The Two Acres* containing two Acres, one
Rood and six perches. And also all that other Close commonly
33 called or known by the name of *Little White Hill* containing Seven Acres,
three Roods and sixteen perches. And also all that other Close commonly
called or known by the name of *Great White Hill* containing, by
Estimation,
34 Eleven Acres and nineteen perches. And also all that other Close
commonly called or known by the name of *Slip* containing two Acres and
ten perches. And also all that other Close commonly called or known
35 by the name of *Great Baggles* containing nine Acres and twenty-four

Lease for a year 18 September 1804

Document 1804-1

Perches. And also all that other Close commonly called or known by the
name of *Little Baggles* containing eight Acres. And also all that other
36 Close commonly called or known by the name of the *Shoulder of Mutton*
Field containing Ten Acres, one Rood and two Perches. And also all that
other Close commonly called or known by the name
37 of *Hither Gold Hill* containing eleven Acres, one Rood and twenty-eight
perches. And also all that other Close commonly called or known by the
name of *Further Gold Hill* containing Eleven Acres, three
38 Roods and twenty-five Perches. And also all that other Close commonly
called or known by the name of the *Six Acre Field* containing six Acres
and twenty-three perches⁶⁰. And also all that

60

from its area this is a different one from the Six Acre Field
mentioned in line 19

Lease for a year 18 September 1804

Document 1804-1

- 39 other Close called the **Shaw**⁶¹ containing one rood and twenty-seven
perches. And another Close likewise called the **Shaw** containing one
40 rood and twenty-seven perches. And also that other Close commonly
called or known by the name of **Friezeland Shaw** containing two Acres,
one Rood and thirty eight perches. And also all that other Close
commonly called or known by the name of **Kitchen Field** containing two
41 Acres, two
Roods and seven perches. And also all that other Close commonly called
or known by the name of **Pound Field Shaw** containing two Acres, one
Rood and six perches. And also all that other Close commonly called or
42 known
by the name of the **East Field Shaw** containing one Acre, one Rood and
thirty four perches. And also all that other Close commonly called or

61

a small wood

Lease for a year 18 September 1804

Document 1804-1

known by the name of **White Ways Shaw** containing two Acres, one Rood and fourteen

43 perches. And also all those two other Closes commonly called or known by the name of **Shaw Fields** one containing one Acre and thirty-four perches and the other containing three Roods and seventeen perches. And also all that other

44 Close called or known by the name of the **Willis Shaw** containing one Acre and three Roods. And also all that other Close commonly called or known by the name of the **North Field Shaw** containing four Acres, two Roods and

45 five perches. And also all that other Close commonly called or known by the name of the **Shaw** containing one Rood⁶² and twenty-four perches together with the Roads and Waste Grounds containing two Acres and

62

in the Bargain of 1806 this is one acre

The Wood Family & Land called Dunstalls

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Lease for a year 18 September 1804

Document 1804-1

thirty Perches

46 or by whatsoever other names or name, quantities, qualities or number of
Acres the said Messuage, Farmhouse and Land hereinbefore described
and bargained and sold, or intended so to be any or either of them or any
parts

47 or parcels or part or parcel thereof now are or is or at any times or time
heretofore have or hath been called, known, distinguished, ascertained or
described. And also all those two small Cottages or Tenements situate
near to the

48 said Messuage or Farm House with the Yards or Gardens thereunto
respectively belonging or appertaining heretofore in the several Tenures
or Occupation of *William Brookham* and ⁶³ since then in the
tenure

63

space left for the second name which was never added; a similar
space was left on the next line

Lease for a year 18 September 1804

Document 1804-1

49 or Occupation of the said **John Russell** and now, or late, of _____, his
Undertenants or Assigns, Together with all and singular Outhouses,
Edifices, Buildings, Yards, Curtillages⁶⁴, Backsides, Gardens, Orchards,
Pastures,
50 Feedings, Commons, Common of Pasture, Right of Common, Wastes,
Waste Grounds, Roads, Ways, Paths, Passages, Waters, Watercourses,
Timber and other Trees, Shaws, Woods, Coppices, Underwoods and the
Ground and Soil
51 thereof, Sewers, Drains, Ditches, Hedges, Mounds, Fences, Lights,
Easements, Privileges, Profits, Commodities, Advantages, Emoluments,
Hereditaments and Appurtenances whatsoever to the said Messuage or
Tenement, Farm House,
52 Cottages, Lands and Premises hereby bargained and sold, or intended so

64

a court attached to a dwelling house

Lease for a year 18 September 1804

Document 1804-1

to be, or any part or parcel thereof belonging, or in any wise appertaining
or accepted, reputed, deemed or taken as or for part, parcel or member
thereof, or of any part

53 thereof or with the same, or any part thereof, usually leased, demised, let,
occupied or enjoyed. And the Reversion and Reversions, Remainder and
Remainders, Rents, Issues and Profits of all and singular the said
Hereditaments and Premises

54 **To have and to hold** the said Messuage or Tenement and Farm
Cottages, Lands, Tenements, Hereditaments and all and singular other
the Premises hereinbefore bargained and sold, or so intended to be, unto
the said ***Thomas Francis Jennings***

55 his Executors, Administrators and Assigns, from the day next before the
day of the date of these Presents for and during and unto the full End and
Term of one whole year from thence next ensuing and fully to be
compleat and ended

56 **Yielding and Paying** therefore at the end of the said Term unto the

Lease for a year 18 September 1804

Document 1804-1

said **George Trenchard Goodenough** and **Richard Whitehouse Jennings**, their Heirs or Assigns, the Rent of one Pepper Corn only if the same be demanded. To

57 the Intent and Purpose that, by virtue of these presents and by force of the Statute made for transferring Uses into Possession, he, the said Thomas Francis Jennings may be in the actual possession of all and singular the aforesaid premises

58 with the Appurtenances and be thereby enabled to accept and take a Grant and Release of the Reversion, Freehold and Inheritance thereof to him, his Heirs and Assigns, in such manner and form as shall be mentioned and expressed in a certain

59 Indenture of Release⁶⁵ of four parts intended to bear date the day next after the day of the date of these presents and to be made between the

65

see Document 1804-2

The Wood Family & Land called Dunstalls

85

Lease for a year 18 September 1804

Document 1804-1

said George Trenchard Goodenough of the first part, the said Richard
Whitehouse Jennings of the
60 second part, **Sir Walter Stirling** of **Pall Mall** in the said County of
Middlesex, Baronet, of the third part, and the said Thomas Francis
Jennings of the

fourth part. **In Witness** whereof the said parties to these presents have
hereunto set their Hands
61 and Seals the Day and Year first above written.

G.. (seal) Goodenough

RW Jennings (seal)

On outside:

Sealed and delivered by the within named George Trenchard Goodenough
in the presence of

The Wood Family & Land called Dunstalls

86

Lease for a year 18 September 1804

Document 1804-1

Samuel Higham

General Post Officer

?? ??? Clerk to

Messrs Jennings Shire Lane Lincolns Inn

Sealed and delivered by the within named

Richard Whitehouse Jennings in the presence of

J. Crook

}

clerks to

Thomas Clarkson

}

Messrs Jennings ??

The Wood Family & Land called Dunstalls

87

Release of a Messuage & Farm called Dunstalls

Document 1804-2

On outside:

G.T. Goodenough, Esq.	}	
and his Trustee	}	Release of a Messuage and Farm
to	}	called Dunstalls in the parishes of Shoreham
Sir Walter Stirling, Bart.	}	and Eynsford, County of Kent
and his Trustee	}	

This Indenture of Four Parts made the nineteenth Day of September
in the forty fourth year of

2 the Reign of our Sovereign Lord George the third by the
 Grace of God
3 of the united Kingdom of Great Britain and Ireland King,

Defender

4 of the Faith. And in the Year of our Lord One thousand eight
hundred and four **Between George Trenchard**
5 **Goodenough** of **Shooters' Hill** in the County of Kent, Esquire, of the
first part, **Richard Whitehouse Jennings** of **Shire**
6 **Lane, Lincolns Inn** in the County of Middlesex, Gentleman, of the
second part, **Sir Walter Stirling**, of **Pall Mall** in the said
7 County of Middlesex, Baronet, of the third part and **Thomas Francis**
Jennings of **Shire Lane** aforesaid, Gentleman, of the fourth part.
Whereas the said Sir Walter Stirling hath contracted and agreed with
8 the
said George Trenchard Goodenough for the absolute purchase of the Fee
simple and Inheritance in possession of and in the Messuage or
Tenement, Farm, Closes, Lands, Hereditaments and Premises hereinafter
9 particularly
mentioned and described and intended to be hereby released at and for

the price or sum of five thousand five hundred pounds a a a a⁶⁶

Now this Indenture Witnesseth that

10 in pursuance and execution of the said Agreement and in Consideration
of the sum of five thousand five hundred pounds a a a a of
lawful English Money by the said Sir Walter Stirling

11 to the said George Trenchard Goodenough in hand paid at or before the
sealing and delivery of these Presents the Receipt whereof the said
George Trenchard Goodenough doth hereby acknowledge and thereof
and therefrom

12 doth for ever acquit and release the said Walter Stirling, his Heirs,
Executors and Administrators, by these Presents. And also, in
Consideration of the sum of ten shillings of like Money of the said

66

a gap here and on the next line with squiggles looking like "a"s

Thomas Francis Jennings

- 13 to the said Richard Whitehouse Jennings at the same time paid the receipt whereof is hereby acknowledged, He, the said Richard Whitehouse Jennings, at the request and by the direction of the said George Trenchard
- 14 Goodenough and upon the nomination and appointment of the said Sir Walter Stirling testified by their respectively signing, sealing and delivering these presents **Hath** bargained, sold, aliened and released And by
- 15 these presents **Doth** bargain, sell, alien and release And the said George Trenchard Goodenough, at the request and direction of the said Sir Walter Stirling testified by his being a Party to and executing these presents
- 16 **Hath** granted, bargained, sold, aliened, released and confirmed And by these presents **Doth** grant, bargain, sell, alien, release and confirm unto

The Wood Family & Land called Dunstalls

91

Release of a Messuage & Farm called Dunstalls

Document 1804-2 - page 1

17 the said Thomas Francis Jennings (in his actual possession now
being by virtue of a Bargain and sale to him thereof made by the said
George Trenchard Goodenough and Richard Whitehouse Jennings in
Consideration of five shillings by Indenture bearing date the day next
before the day
18 of the date of these presents for the term of one Year commencing the
day next before the day of the date of the said Indenture of Bargain and
Sale and by force of the Statute for transferring Uses in Possession and to
19 his Heirs **All** that Messuage, Farm House and Tenement now or
heretofore called or known by the general Name of **Dunstalls**, otherwise
Shoreham Hill Farm, And all Outhouses, Edifices, Buildings, Barns,
Stables, Yards,
20 Gardens and Orchards thereunto belonging or appertaining or therewith
now, or heretofore, holden, used, occupied or enjoyed as part, parcel or
member thereof. And all those several Closes or Pieces or Parcels of
arable meadow

21 and pasture Land, Woods, Woodgrounds and Coney Grounds to the said
Message, Farm House and Tenement belonging or appertaining or
therewith now or heretofore holden, used, occupied or enjoyed,
containing in
22 the whole, by estimation or survey thereof lately made or taken, three
hundred and sixteen Acres or thereabouts, be the same more or less,
situate, lying and being in the several parishes of **Shoreham, Eynsford**
and
23 **Otford**, or some or one of them, in the county of Kent and heretofore in the
tenure or occupation of **Thomas Broomfield, William Round** and **Michael**
Wood or some or one of them, since in the tenure or occupation of
24 **John Russell** and **John Smyth** or their respective Tenants or Undertenants
and now or late of **Robert Blandford**, his Undertenants or Assigns, under
or by virtue of the of Lease or Devise hereinafter mentioned which
25 said several Closes or Pieces or Parcels of Land, meadow and pasture
Land, Woods, Wood Grounds and Coney Grounds now are, or heretofore

26 were, or have been called or known by the several and respective names
of and the same, together with the said Orchards and Gardens and the
Scite⁶⁷ of the said Farm House and the Roads and Waste thereof or
27 thereto belonging, contain, according to a late or modern
admeasurement, survey or estimate thereof the several or respective
quantities or number of acres mentioned and expressed as follows (that is
to say) All that Farmhouse, Orchards and Gardens containing Three
Acres, two
28 roods and twenty-nine perches⁶⁸. And all that Close commonly called or

⁶⁷ old spelling of site?

⁶⁸ a rood (or rod), pole or perch could be a linear or square measure with their actual value varying, often locally. Here it would seem that a rood and a perch had different values, possibly 0.25 acres and about 30 sq. yds, respectively. This would give the total area

known by the name the **Six Acre Field** containing Six Acres, three roods and six perches. And also all that Close commonly called or known by the name

29 of **Kitchen Field** containing Thirteen Acres and three roods. And also all that other Close commonly called or known by the name of **Pound Field** containing Sixteen Acres, one rood and thirty-six perches. And also that other

30 Close commonly called or known by the name of **East Field** containing Fifteen Acres, one rood and thirty-five perches. And also all that other Close commonly called or known by the name of **White Ways Field** containing seventeen

31 Acres and thirty perches. And also all that other Close commonly called or known by the name of **Well Field** containing eleven Acres. And also all

of about 3.68 acres. The areas in acres of the other fields, etc. are given in the Summary of this lease - see Summary 1804.

that other Close commonly called or known by the name of **Great Ponder's Field** containing

32 Fifteen Acres and one perch. And also all that other Close commonly called or known by the name of **Little Ponder's Field** containing Ten Acres, one rood and thirty two perches. And also all that other Close commonly called or known

33 by the name of **Little twenty Acre Field** containing twelve Acres, two roods, and fifteen perches. And also all that other Close commonly called or known by the name of **Great Twenty Acre Field** containing Seventeen Acres and twenty

34 perches. And also all that other Close commonly called or known by the name of **Willis Field** containing Four Acres, two roods and thirteen perches. And also all that other Close commonly called or known by the name of **Further North Field**

35 containing Eight Acres, one rood and twenty six perches. And also all that other Close commonly called or known by the name of **Middle North**

Field containing Nine Acres, two roods and seventeen perches. And also all that other Close commonly
36 called or known by the name of **Great North Field** containing Fourteen Acres, three roods and thirty perches. And also all that other Close commonly called or known by the name of **Court Field** containing Fourteen Acres and thirty perches.
37 And also all that other Close commonly called or known by the name of **Little Barn Field** containing Nine Acres and twenty-nine perches. And also all that other Close commonly called or known by the name of **Great Barn Field**
38 containing Thirteen Acres and thirty-eight perches. And also all that other Close commonly called or known by the name of **The Two Acres** containing two Acres, one rood and six perches. And also all that other Close commonly called or
39 known by the name of **Little White Hill** containing Seven Acres, three roods and sixteen perches. And also all that other Close commonly called

or known by the name of **Great White Hill** containing, by Estimation,
Eleven Acres and

40 nineteen perches. And also all that other Close commonly called or
known by the name of the **Slip** containing Two Acres and ten perches.
And also all that other Close commonly called or known by the name of
Great Baggles

41 containing Nine Acres and twenty-four perches. And also all that other
Close commonly called or known by the name of **Little Baggles**
containing Eight Acres. And also all that other Close commonly called or
known by the name

42 of the **Shoulder of Mutton Field** containing Ten Acres, one rood and two
perches. And also all that other Close commonly called or known by the
name of **Hither Gold Hill** containing Eleven Acres, one rood and twenty-
eight perches.

43 And also all that other Close commonly called or known by the name of
Further Gold Hill containing Eleven Acres, three roods and twenty-five

perches. And also all that other Close commonly called or known by the name of the

44 **Six Acre Field** containing Six Acres and twenty-three perches⁶⁹. And also all that other Close called the **Shaw**⁷⁰ containing One Rood and twenty-seven perches. And another Close likewise called the **Shaw** containing One

45 Rood and twenty-seven perches. And also that other Close commonly called or known by the name of **Friezeland Shaw** containing Two Acres, one rood and thirty eight perches. And also all that other Close commonly

46 called or known by the name of **Kitchen Field** containing Two Acres, two

69 from its area this is a different one from the Six Acre Field mentioned in line 28

70 a small wood

roods and seven perches. And also all that other Close commonly called or known by the name of **Pound Field Shaw** containing two Acres, one rood and

47 six perches. And also all that other Close commonly called or known by the name of the **East Field Shaw** containing One Acre, one rood and thirty four perches. And also all that other Close commonly called or known by the

48 name of **White Ways Shaw** containing Two Acres, one rood and fourteen perches. And also all those two other Closes commonly called or known by the name of **Shaw Fields** one containing One Acre and thirty

49 four perches, the other containing Three Roods and seventeen perches. And also all that other Close called or known by the name of the **Willis Shaw** containing One Acre and three roods. And also all that other Close

50 commonly called or known by the name of the **North Field Shaw** containing Four Acres, two roods and five perches. And also all that other Close commonly called or known by the name of the **Shaw**

containing

- 51 One Rood⁷¹ and twenty-four perches together with the Roads and Waste
Grounds containing two Acres and thirty perches or by whatsoever other
Names or Name, Quantities, Qualities or Number of Acres the said
52 Messuage, Farm House and Land hereinbefore described and released
and confirmed or intended so to be any or either of them or any parts or
parcels or part or parcel thereof now are or is or at any times

page 2:

- 1 **O**r time heretofore have or hath been called, known, distinguished,
ascertained or described. And also all those two small Cottages or
Tenements situate near to the said Messuage or Farm House with the
2 Yards or Gardens thereunto respectively belonging or appertaining

71

in the Bargain of 1806 this is one acre

heretofore in the several tenures or occupations of **William Brookham** and

⁷²

since then in the tenure or occupation

3 of the said **John Russell** and now, or late, of _____, his Undertenants
or Assigns, together with all and singular Outhouses, Edifices, Buildings,
Yards, Curtillages⁷³, Backsides, Gardens, Orchards,
4 Pastures, Feedings, Commons, Common of Pasture, Right of Common,
Wastes, Waste Grounds, Roads, Ways, Paths, Passages, Waters,
Watercourses, Timber and other Trees, Shaws, Woods, Coppices,
Underwoods and the
5 Ground and Soil thereof, Sewers, Drains, Ditches, Hedges, Mounds,
Fences, Lights, Easements, Privileges, Profits, Commodities, Advantages,

⁷²

space left for the second name which was never added; a similar
space was left on the next line

⁷³

a court attached to a dwelling house

Emoluments, Hereditaments and Appurtenances whatsoever to the said Messuage or

- 6 Tenement, Farm House, Cottages, Lands and Premises hereby granted, released and confirmed, or intended so to be, or any part or parcel thereof belonging, or in any wise appertaining or accepted, reputed, deemed or taken
- 7 as or for part, parcel or member thereof, or of any part thereof or with the same, or any part thereof, usually leased, demised, let, occupied or enjoyed. And the Reversion and Reversions, Remainder and Remainders, Rents, Issues
- 8 and Profits of all and singular the said Hereditaments and Premises and also all the Estate Right, Title, Interest, Use, Trust, Claim and Demand whatsoever, both at Law and in Equity of them, the said
- 9 George Trenchard Goodenough and Richard Whitehouse Jennings respectively of in and to the said Messuage or Tenement, Farm,

Cottages, Lands, Closes, Hereditaments and other the Premises hereby granted, released

10 and confirmed or intended so to be and every part thereof. Together with
all Deeds, Evidences and Writings which relate to, or in any wise
concern, the said hereby released Hereditaments and Premises alone or
11 jointly with any other Hereditaments and Premises of less value now in
the possession or power of the said George Trenchard Goodenough and
Richard Whitehouse Jennings or of either of them or which they,
12 or either of them, can procure without suit. **To have and to hold** the
said Messuage or Tenement and Farm Cottages, Lands, Tenements,
Hereditaments and all and singular other the Premises hereinbefore
13 granted, released and confirmed, or so intended to be, unto the said
Thomas Francis Jennings and his Heirs. **To the use** of such person and
persons for such Estate and Estates, Upon such Trusts and for such Ends,
14 Intents and Purposes as the said Sir Walter Stirling shall, at any time or
times hereafter, by any Deed or Deeds, Instrument or Instruments, in

15 writing with or without Power of Revocation and new Appointment
to be, by him, sealed and delivered in the presence of, and attested by,
two or more credible witnesses or by his last Will and Testament in
writing or any Codicil thereto to be by him signed and published in the
presence of and
16 attested by three or more credible Witnesses, direct, limit or appoint.
And for default of, and until such Direction, Limitation or Appointment
not extending to the Fee Simple and Inheritance of the said
Hereditaments and Premises
17 shall not extend and as the Estates or Interest so directed, limited or
appointed (such Direction, Limitation or Appointment not extending to
the Fee simple and Inheritance of the said Hereditaments and Premises
18 shall end and determine To the use of the said Sir Walter Stirling and his
Assigns for and during his life. And from and after the determination of
that estate by any means in his lifetime To the use of the

19 said Thomas Francis Jennings, his Executors and Administrators, during
the natural life of the said Sir Walter Stirling. In trust, nevertheless, for
the said Sir Walter Stirling during his natural life. And from,
20 and immediately after, the decease of the said Sir Walter Stirling, To the
use of the Heirs and Assigns of the said Sir Walter Stirling forever. **And**
the said Richard Whitehouse Jennings doth hereby, for himself, his Heirs
21 Executors and Administrators, covenant and declare, to and with the said
Sir Walter Stirling, his Heirs, Appointees and Assigns, That he, the said
Richard Whitehouse Jennings, hath not at any time heretofore made,
done
22 or committed or knowingly permitted or suffered any Act, Deed or Thing
whatsoever whereby, or by means whereof, the said Messuage or
Tenement, Farm, Closes, Lands, Hereditaments and Premises, or any of
them, or any
23 part thereof are, is or can be impeached, charged or affected in Title,

Estate or otherwise howsoever. **And** the said George Trenchard
Goodenough for himself, his Heirs, Executors and Administrators doth
hereby covenant, grant,
24 promise and agree to and with the said Sir Walter Stirling, his Heirs and
Assigns, That, for and notwithstanding any Act, Matter or Thing made,
done or committed by the said George Trenchard Goodenough,
25 or any Person or Persons lawfully claiming or to claim by, from, under or
in trust for him, he the said George Trenchard Goodenough, at the time of
the sealing and delivery of these Presents
26 is lawfully and rightfully seized in his demense as of Fee of and in a good,
sure, perfect, absolute and indefeazible Estate of Inheritance in Fee
simple in possession of and in all and singular the
27 said Messuage, Farm, Lands, Hereditaments and Premises above
mentioned with the Appurtenances without any Condition, Trust, Power
of Revocation, Limitation of any Use or Uses or any other Matter,
28 Cause or Thing to alter, change charge, incumber, defeat or make void

the same. And also that for and notwithstanding any such Act, Deed,
Matter or Thing as aforesaid, he the said George Trenchard
29 Goodenough, together with the said Richard Whitehouse Jennings, have,
or one of them hath, good right, full power and lawful and absolute
authority to grant, release and convey all and singular the
30 said Messuage or Farm, Closes, Piece or Parcel of Land and Ground and
all and singular other the Premises hereby before granted and released or
mentioned and intended so to be and every part and parcel
31 thereof with the Appurtenances unto the said Thomas Francis Jennings,
his Heirs and Assigns. To the several Uses and upon the Trusts
hereinbefore particularly limited and declared and according
32 to the true intent and meaning of these Presents. And also that he, the
said Sir Walter Stirling, his Heirs, Appointees and Assigns, shall and
may, from time to time and at all times for ever hereafter,
33 peaceably and quietly have, hold, use, occupy, possess and enjoy all and
singular the said Messuage or Tenement and Farm, Cottages, Closes,

Lands and other the Premises hereby released and confirmed, or intended so to

34 be, and every part and parcel thereof, with their and every of their Appurtenances, without the lawful Let, Suit, Trouble, Hindrance, Molestation, Interruption, Eviction or Disturbance of him, the said George

35 Trenchard Goodenough, his Heirs or Assigns, or any other Person or Persons lawfully claiming or to claim by, from or under or in trust for him, them or any of them and that free and clear and freely and

36 clearly and absolutely acquitted, exonerated and discharged or otherwise by the said George Trenchard Goodenough, his Heirs, Executors or Administrators, well and sufficiently saved, kept harmless and indemnified of,

37 from and against all and all manner of former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Jointures, Dowers, Right and Title of

Dower, Uses, Wills, Entails⁷⁴, Trusts, Fines, Bonds, Recognizances,
Extents, Judgements,
38 Rents and Arrears of Rents and all Debts and Legacies and of and from
all other Charges, Estates, Rights, Titles, Troubles, Incumberances and
Demands whatsoever which are already or which hereafter may be had,
39 made, done, committed or knowingly suffered by the said George
Trenchard Goodenough or his Heirs or Assigns, any other Person or
Persons lawfully claiming or to claim any Estates, Right or Interest in or
to the said
40 Premises above mentioned, or any part thereof, by, from or under them or
any of them. **And** further that he, the said George Trenchard
Goodenough, and his Heirs and all and every other Person and Persons,
41 and his and their Heirs, having or lawfully claiming, or that shall or may

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“Intails”

hereafter have or lawfully claim any Estate, Right, Title, Trust or Interest
of, in or to the said Premises hereby before
42 granted and released, or intended so to be, or any part thereof, by, from or
under him, them or any of them, shall and will, from time to time and at
all times hereafter, upon the reasonable request and at the
43 proper Costs and Charges in the Law of the said Sir Walter Stirling, his
Heirs, Appointees or Assigns, make, do, acknowledge and execute or
cause or procure to be made, done, acknowledged and executed all and
every
44 such further and other lawful and reasonable Act and Acts, Thing and
Things, Devices. Conveyances and Assurances in the Law whatsoever for
the further, better and more perfect granting, conveying, releasing,
45 confirming and assuring of all and singular the Messuage or Tenement,
Farm, Cottages, Closes, Lands, Hereditaments and Premises aforesaid
with the Appurtenances hereinbefore granted and released or mentioned
or

46 intended so to be, and every part and parcel thereof, unto and upon the
several Uses hereinbefore limited and declared as by the said Sir Walter
Stirling, his Heirs, Appointees or Assigns, or his or their Counsel learned
47 in the Law, shall be devised and required. **In Witness** whereof the said
Parties to these Presents have hereunto set their Hands and Seals the day
and year first above written.

G.T. (seal) Goodenough RW Jennings (seal)

Walter (seal) Stirling

The Wood Family & Land called Dunstalls

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Three Documents; Six Indentures: 1806 & 1807

The first of these three documents starts with a:

Lease for a year: dated 29th May 1806
 Sir Walter Stirling, Bart. to Charles James, Esquire

On the back of this document is a Reconveyance:

dated 13th January 1807
Charles James, Esq. to Sir Walter Stirling, Bart.

Since the Reconveyance is on the back of the Lease, it is identified as Document 1806-1r.

The first indenture on the second document, a Bargain and Sale, is also dated 29th May 1806 and was also between Walter Stirling and Charles James. This too has a later indenture on the back dated 13th January 1807, the same date as the Reconveyance on the back of the first document. From its date and content, this a copy of that given on the back of the Lease of 1806 (Document 1806-1r) but

The Wood Family & Land called Dunstalls

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Three Documents; Six Indentures: 1806 & 1807

it has a number of “crossings-out” and some slight variations. It refers to Coddle Croft and Pease Croft, the subject of the 1806 Lease rather than Dunstalls which is the subject of the Bargain and Sale.

A day after this Bargain and Sale was written, an Appointment and Release concerning the same land (Dunstalls) was written - document 1806-3 and the Appointment document includes a Reconveyance written one day after the Reconveyance on the Bargain and Sale document.

The order in which these indentures, etc. were written is thus:

29 th May 1806	Lease for a year Sir Walter Stirling, Bart. to Charles James, Esquire
29 th May 1806	Bargain and Sale for a Year, between Stirling and James
30 th May 1806	Sir Walter Stirling, Bart. to the Trustee of the Earl of Moira.
13 th January 1807	Reconveyance; Charles James to Sir Walter Stirling.

The Wood Family & Land called Dunstalls

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Three Documents; Six Indentures: 1806 & 1807

- 13th January 1807 Reconveyance as on the back of the lease but with some amendments
- 14th January 1807 Reconveyance; Earl of Moira & his Trustees to Sir Walter Stirling, Bart.

The details of the land, etc. in the Appointment are practically identical with those in the Bargain which is itself almost exactly a direct copy from the Lease of 1804.(document 1804-1).

The Reconveyance of the 14th January 1807 is written in a completely different hand from the rest of document 1806-3 and also from other documents emanating from the Messrs Jennings business of Shire Lane.

Although written only a day later than the Bargain and Sale, the past tense is often used in the Appointment and Release where the present test was used in the Bargain, for example:

The Wood Family & Land called Dunstalls

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Lease 29th May 1806 - Walter Stirling and Charles James

Document 1806-1

Bargain, lines 15-16:

which said several Closes, . . . and Coney Grounds, now are or heretofore have been called or known by the several and respective Names

Appointment, lines 18-20:

which said several Closes, . . . and Coney Grounds, then were or theretofore had been called or known by the several and respective Names .

See page 112 for the interconnections between documents 1806-1, 1806-2 & 1806-3.

This Indenture

made the twenty ninth day of May in the year of our Lord one thousand

The Wood Family & Land called Dunstalls

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Lease 29th May 1806 - Walter Stirling and Charles James

Document 1806-1

2 eight hundred and six **Between** *Sir Walter*
3 ***Stirling*** of Shoreham in the County of
4 Kent, Baronet, of the one part and ***Charles James***
5 of ***Castle Street, Marylebone***, in the
6 County of Middlesex, Esquire, of the other part.

7 **Witnesseth** that for and in consideration
8 of the sum of five shillings of lawful Money of the united Kingdom of Great
9 Britain and Ireland Current in England to the said Walter Stirling in
10 hand paid at or before the ensealing and delivery of these Presents, the
11 receipt whereof is hereby acknowledged, he, the said Walter Stirling
12 bargained and sold and by these Presents doth grant, bargain and sell
13 unto the said Charles James, All that Messuage, Tenement or
14 Cottage in two dwellings wherein ***Jane Small*** and ***John Small*** formerly
15 dwelt, with the Barns, Yards, Gardens and Orchards thereunto belonging
16 or appertaining or therewith used, occupied or enjoyed. And all that Croft

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Lease 29th May 1806 - Walter Stirling and Charles James

Document 1806-1

or Parcel of Land called or known by the name of⁷⁵ **Coddle**
10 **Croft** and on part of which the said Messuage, Tenement or Cottage was
formerly erected and built. And all that Croft or Parcel of Land called or
11 known by the name of **Pease Croft** and on part of which a Barn was
formerly erected and built or by whatsoever other Name or Names the
12 same are or have been called or known, containing together, in the whole,
by estimation, fifteen acres more or less. And which said Pieces or
Parcels
13 of Land are now, and for some years past have been, divided into five
several Pieces or Parcels of Land and one of the said five several Pieces
14 or Parcels of Land is now Wood Ground and contains three Acres and a
half or thereabouts. And which said Messuage, Tenement or Cottage
Lands,

75

“Pease” entered first but crossed out - see line 11

The Wood Family & Land called Dunstalls

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Lease 29th May 1806 - Walter Stirling and Charles James

Document 1806-1

15 Wood Grounds and Premises are situate, lying and being in the Parish of
Shoreham in the said County of Kent and were formerly in the
16 Tenure or Occupation of *Mary Broomfield*, her Undertenants or Assigns,
late of *John Glover* and now of *Robert Jones, Esq.*
17 his Undertenants and Assigns and all and all manner of Houses,
Outhouses, Edifices, Buildings, Ways, Waters, Watercourses, Paths,
Passages, Lights,
18 Liberties, Easements, Commons, Common or Pasture, Feedings, Timber
and Trees, Hedges, Ditches, ??, Profits, Commodities, Emoluments,
Priviledges,
19 Advantages, Hereditaments and Appurtenances whatsoever to the said
Messuage, Tenement or Cottage Buildings, Land, Hereditaments and
Premises
20 belonging or in any wise appertaining or occupied ?? Deemed, taken or
known as part, parcel or Member thereof, or to be belonging thereto, and
the

The Wood Family & Land called Dunstalls

119

Lease 29th May 1806 - Walter Stirling and Charles James

Document 1806-1

- 21 Reversion and Reversions, Remainder and Remainders, Rents, Issues and profits thereof To have and to hold the said Messuages or Tenements, Cottage, Barn
- 22 Buildings, Yards, Gardens, Orchards, Land, Hereditaments and all and singular other the premises herein below mentioned or intended to be hereby
- 23 Bargained and sold with their, and every of their, Appurtenances unto the said Charles James, his Executors, Administrators and Assigns, from the day
- 24 next before the day of the date of these presents for and during and unto the full end and term of one year from then next ensuing and fully to be completed
- 25 and ended, *Yielding and Paying* therefore, unto the said Sir Walter Stirling, his Heirs and Assigns, the rent of One Pepper Corn on the last day of the said
- 26 term if the same shall be lawfully demanded. To the intent and purpose

The Wood Family & Land called Dunstalls

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Lease 29th May 1806 - Walter Stirling and Charles James

Document 1806-1

that, by virtue of these presents and by the force of the Statute made for transferring of

27 uses into possession, he, the said Charles James, may be in the actual possession of the said Hereditaments and Premises above mentioned and intended to be

28 hereby bargained and sold, and every part and parcel thereof, with their Appurtenances, and may thereby be enabled to accept and take a Grant and Release of the

29 same and of the Reversion, Freehold and Inheritances thereof, to him, the said Charles James, his Heirs and Assigns, Upon and for the Trusts, ends, intents and purposes,

30 as are mentioned and declared in and by an Indenture already prepared and intended to bear date the day next after the day of the date of these presents and made between

31 the said Sir Walter Stirling of the first part, ***Thomas Francis Jennings*** of

The Wood Family & Land called Dunstalls

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Lease 29th May 1806 - Walter Stirling and Charles James

Document 1806-1

Shire Lane, Lincolns Inn, in the County of Middlesex, Gentleman, of the second part; The Right

32 Honorable **Francis Rawdin Hastings, Earl of Moira**, Master General of his Majesty's Ordnance, of the third part, and the said Charles James of the fourth part, **In**

33 **Witness** whereof the said Parties to these Presents have set their Hands and Seals the day and year first above written.

Walter [seal] Stirling

The Wood Family & Land called Dunstalls

122

Bargain & Sale 29th May 1806 - Document 1806-2

Walter Stirling and Thomas Francis Jennings; Charles James

See page 112 for the interconnections between documents 1806-1, 1806-2 & 1806-3.

*This Indenture*⁷⁶

made the twenty ninth day of May in the forty sixth Year of the Reign of King George the third
And

in the Year of our Lord one thousand eight hundred and six **Between** *Sir Walter Stirling* of Shoreham in the County of Kent, Baronet, and ***Thomas Francis Jennings*** of ***Shire Lane Lincolns Inn*** in the County of Middlesex, Gentleman of the one part and ***Charles James***

⁷⁶

decorated and with stamp of suppliers: "Sold by G.T.Fryer. Law Stationers, Chancery Lane, London"

The Wood Family & Land called Dunstalls

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Bargain & Sale 29th May 1806 - Document 1806-2

Walter Stirling and Thomas Francis Jennings; Charles James

5 of **Castle Street, Mary le bone**, in the County of
Middlesex, Esquire, of the other part.

6 **Witnesseth** that for and in Consideration of the sum of five shillings of
lawful English Money by the said Charles James to the said Walter
Stirling and Thomas Francis

7 Jennings, in hand paid at or before the Sealing and Delivery of these
presents, the receipt whereof is hereby acknowledged, They, the said Sir
Walter Stirling and Thomas Francis

8 Jennings have, and each of them Hath, bargained and sold And by these
Presents, Do, and each of them Doth, bargain and sell unto the said
Charles James,

9 All that Messuage, Farm house and Tenement heretofore called or known
by the general Name of **Dunstalls** otherwise **Shoreham Hill Farm** And all
Outhouses, Edifices, Buildings, Barns, Stables, Yards,

10 Gardens and Orchards, thereunto belonging or appertaining or therewith

The Wood Family & Land called Dunstalls

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Bargain & Sale 29th May 1806 - Document 1806-2

Walter Stirling and Thomas Francis Jennings; Charles James

then or theretofore holden, used, occupied or enjoyed as part, parcel or Member thereof. And all those several

11 Closes, Pieces or Parcels of arable Meadow and pasture Land, Woods, Wood Grounds and Coney Grounds to the Messuage, Farm House and Tenement belonging or appertaining

12 or therewith holden, used, occupied or enjoyed, containing in the whole by Estimation, three hundred and sixteen Acres or thereabouts, be the same more or less, situate, lying

13 and being in the Parishes of Shoreham, Eynsford and Otford, or one of them, in the county of Kent, heretofore in the Tenure or Occupation of ***Thomas Broomfield, William Round***

14 and ***Michael Wood***, or some or one of them, afterwards in the Tenure or Occupation of ***John Russell*** and ***John Smyth***, or their respective Tenants or Undertenants and late of ***Robert***

- 15 ***Bland***⁷⁷, his Undertenants or Assigns, Which said several Closes, Pieces or
parcels of Land, Meadows and Pasture, Land, Woods, Wood Grounds and
Coney Grounds, now are or heretofore
16 have been called or known by the several and respective Names of and
the same, together with the said Orchards and Gardens and the Scite⁷⁸ of
the said Farm House and
17 the Roads and Waste thereof or thereunto belonging, contain according to
a late Survey or Estimate thereof the several or respective Quantities or
Number of Acres mentioned
18 and expressed as follows (that is to say) All that Farm House, Orchards
and Gardens containing three Acres, two Roods and twenty-nine

⁷⁷ "Blandford" in the Appointment

⁷⁸ old spelling of site?

The Wood Family & Land called Dunstalls

126

Bargain & Sale 29th May 1806 - Document 1806-2

Walter Stirling and Thomas Francis Jennings; Charles James

perches⁷⁹. And all that Close
19 commonly called or known by the name the **Six Acre Field** containing six
Acres, three Roods and six perches. And also all that Close commonly
called or known by the Name
20 of **Kitchen Field** containing thirteen acres and three roods. And also all
that other Close commonly called or known by the name of **Pound Field**
containing sixteen acres, one Rood
21 and thirty-six Perches. And also that other Close commonly called or
known by the name of **East Field** containing fifteen acres, one Rood and
thirty-five perches. And also all
22 that other Close commonly called or known by the name of **White Ways**
Field containing seventeen Acres and thirty Perches. And also all that
other Close commonly called

⁷⁹

this list of fields with their areas is an exact copy of the list given
in the lease dated 18th September 1804

- 23 or known by the name of *Well Field* containing eleven Acres. And also all
that other Close commonly called or known by the name of *Great Ponder's*
Field containing
- 24 fifteen Acres and one perch. And also all that other Close commonly
called or known by the name of *Little Ponder's Field* containing ten Acres,
one Rood and
- 25 twenty-two Perches. And also all that other Close commonly called or
known by the name of *Little Twenty Acre Field* containing twelve Acres,
two Roods and
- 26 fifteen perches. And also all that other Close commonly called or known
by the name of *Great Twenty Acre Field* containing seventeen Acres and
twenty
- 27 perches. And also all that other Close commonly called or known by the
name of *Willis Field* containing four Acres, two Roods and thirteen
perches. And also

The Wood Family & Land called Dunstalls

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Bargain & Sale 29th May 1806 - Document 1806-2

Walter Stirling and Thomas Francis Jennings; Charles James

- 28 all that other Close commonly called or known by the name of **Further North Field** containing eight Acres, one Rood and twenty six perches. And also
- 29 all that other Close commonly called or known by the name of **Middle North Field** containing nine Acres, two Roods and seventeen perches. And also all that other
- 30 Close commonly called or known by the name of **Great North Field** containing fourteen Acres, three Roods and thirty perches. And also all that other Close
- 31 commonly called or known by the name of **Court Field** containing fourteen Acres and thirty perches. And also all that other Close commonly called or known
- 32 by the name of **Little Barn Field** containing nine Acres and twenty-nine perches. And also all that other Close commonly called or known by the name
- 33 of the **Great Barn Field** containing thirteen Acres and thirty-eight

The Wood Family & Land called Dunstalls

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Bargain & Sale 29th May 1806 - Document 1806-2

Walter Stirling and Thomas Francis Jennings; Charles James

perches. And also all that other Close commonly called or known by the name of ***The Two Acres***

34 containing two Acres, one Rood and six perches. And also all that other Close commonly called or known by the name of ***Little White Hill*** containing seven

35 Acres, three Roods and sixteen perches. And also all that other Close commonly called or known by the name of ***Great White Hill*** containing, by Estimation,

page 2:

Eleven Acres and nineteen perches. And also all that other Close commonly called or known by the Name of the *Slip* containing two Acres

2 and ten perches. And also all that other Close commonly called or known by the Name of *Great Baggles* containing nine

3 Acres and twenty-four Perches. And also all that other Close commonly called or known by the Name of *Little Baggles*

4 containing eight Acres. And also all that other Close commonly called or known by the Name of the *Shoulder of Mutton Field* containing ten Acres, one Rood and two Perches. And also all that other Close commonly called or known by the Name of *Hither Gold Hill* containing eleven Acres, one Rood and twenty-eight perches. And also all that other Close commonly called or known by the name of *Further Gold Hill* containing

The Wood Family & Land called Dunstalls

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Bargain & Sale 29th May 1806 - Document 1806-2

Walter Stirling and Thomas Francis Jennings; Charles James

7 Eleven Acres, three Roods and twenty-five Perches. And also all that
8 other Close commonly called or known by the name of the **Six Acre Field**
9 containing six Acres and twenty-three perches⁸⁰. And also all that other
10 Close called the **Shaw**⁸¹ containing one rood and twenty-seven Perches.
11 And another Close likewise called the **Shaw** containing one Rood and
twenty-seven perches. And also that other Close commonly called or
known
by the Name of **Friezeland Shaw** containing two Acres, one Rood and
thirty eight perches. And also all that other Close commonly called
or known by the name of **Kitchen Field** containing two Acres, two Roods
and seven perches. And also all that other Close commonly called or

⁸⁰ from its area this is a different one from the Six Acre Field
mentioned in line 19, page 1

⁸¹ a small wood

The Wood Family & Land called Dunstalls

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Bargain & Sale 29th May 1806 - Document 1806-2

Walter Stirling and Thomas Francis Jennings; Charles James

known by the

- 12 Name of **Pound Field Shaw** containing two Acres, one Rood and six
perches. And also all that other Close commonly called or known by the
- 13 Name of the **East Field Shaw** containing one Acre, one Rood and thirty
four perches. And also all that other Close commonly called or known by
the Name of the
- 14 **White Way Shaw** containing two Acres, one Rood and fourteen perches.
And also all those two other Closes commonly called or known by the
Name of **Shaw Fields**
- 15 one containing one Acre and thirty-four perches and the other containing
three Roods and seventeen perches. And also all that other Close called
or known by the Name
- 16 of **Willis Shaw** containing one Acre and three Roods. And also all that
other Close commonly called or known by the name of the **North Field
Shaw** containing
- 17 four Acres, two Roods and five perches. And also all that other Close

The Wood Family & Land called Dunstalls

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Bargain & Sale 29th May 1806 - Document 1806-2

Walter Stirling and Thomas Francis Jennings; Charles James

commonly called or known by the Name of the **Shaw** containing one Acre⁸² and

18 twenty-four perches together with the Roads and Waste Grounds containing two Acres and thirty Perches or by whatever other Names or Name, Quantities,

19 Qualities or Number of Acres the said Messuage, Farm House and Land or any of them or any part thereof have been heretofore called or known. And

20 also all those two small Cottages or Tenements situate near to the said Messuage or Farm House with the Yards or Gardens thereunto

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in the Lease and Release of 1804 this is "one Rood"

The Wood Family & Land called Dunstalls

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Bargain & Sale 29th May 1806 - Document 1806-2

Walter Stirling and Thomas Francis Jennings; Charles James

respectively⁸³

21 or appertaining heretofore in the several Tenures or occupation of **William**
Brookham and since in the tenure or Occupation of the
22 said **John Russell**. Together with all and singular Outhouses, Edifices,
Buildings, Yards, Curtillages⁸⁴, Backsides, Gardens, Orchards, Pastures,
Feedings, Commons, Common
23 of Pasture, Right of Common, Wastes, Waste Grounds, Roads, Ways,
Paths, Passages, Waters, Watercourses, Timber and other Trees, Shaws,
Woods, Coppices, Underwoods

⁸³ this continues as a copy of the Lease of 1804 but here the copyist has omitted the word "belonging"; on the next line the space left for the second name which was never added is the same as in the 1804 document

⁸⁴ a court attached to a dwelling house

The Wood Family & Land called Dunstalls

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Bargain & Sale 29th May 1806 - Document 1806-2

Walter Stirling and Thomas Francis Jennings; Charles James

- 24 and the Ground and Soil thereof, Sewers, Drains, Ditches, Hedges,
Mounds, Fences, Lights, Easements, Privileges, Profits, Commodities,
Advantages, Emoluments, Hereditaments
- 25 and Appurtenances whatsoever to the said Messuage or Tenement, Farm
House, Cottages, Lands and premises or to any part or parcel thereof
belonging or appertaining
- 26 or with the same, or any part thereof, usually leased, demised, let,
occupied or enjoyed. And the Reversion and Reversions, Remainder and
Remainders, Rents, Issues
- 27 and profits of all and singular the said Premises and of every part thereof.
- 28 **To have and to hold** the said Messuage or Tenement, Farm, Lands
and all and singular other the Hereditaments and Premises hereby
bargained and sold, or intended so to be, unto the said **Charles James**,
from the day
- 29 next before the day of the date of these presents for the Term of One Year.

Bargain & Sale 29th May 1806 - Document 1806-2

Walter Stirling and Thomas Francis Jennings; Charles James

30 *Yielding and Paying* therefore, unto the said **Sir Walter Stirling**,
and **Thomas Francis Jennings**, their Heirs and Assigns, the Rent of one
Pepper Corn on the last day of the said Term if the same shall be lawfully
31 demanded. *To the intent and purpose* that, by virtue of these
Presents and by Operation of the Statute made for transferring of Uses
into
32 Possession, the said Charles James, may be in the actual possession of all
and singular the aforesaid Messuage or Tenement, Farm, Lands,
33 Hereditaments and Premises and thereby be enabled to accept and take a
Grant and Release of the Freehold and Inheritances thereof, to him and
34 his Heirs. To the Use of him, the said Charles James, his Heirs and
Assigns, Upon such Trusts nevertheless, as in such Grant and Release
intended
35 to bear date the day next after the day of the date of these presents and to

The Wood Family & Land called Dunstalls

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Bargain & Sale 29th May 1806 - Document 1806-2

Walter Stirling and Thomas Francis Jennings; Charles James

be made between the said Sir Walter Stirling of the first part, the said
Thomas

36 Francis Jennings of the second part, The Right Honorable **Francis Rawdin
Hastings, Earl of Moira**, Master General of his Majesty's Ordnance, of the
third part

37 and the said Charles James of the fourth part, shall be expressed and
declared concerning the same. **In Witness** whereof the said Parties to
these Presents

38 have hereunto set their Hands and Seals the day and year first above
written.

Walter [seal] Stirling Thom. Fran. [seal] Jennings

Sealed and delivered by the within
named Sir Walter Stirling and Thomas Francis

The Wood Family & Land called Dunstalls

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Bargain & Sale 29th May 1806 - Document 1806-2

Walter Stirling and Thomas Francis Jennings; Charles James

Jennings in the presence of

Thos. Clarkson

?? Arkwright

clerks to Messrs Jennings ??

Appointment and Release 30th May 1806

Document 1806-3

*This Indenture*⁸⁵

of four parts made the thirtieth day of May in the forty sixth year

of the reign of our Sovereign King George the Third and in the year of our Lord One thousand

eight hundred and six, **Between** *Sir Walter Stirling* of Shoreham in the County of Kent,

Baronet,

of the first part, *Thomas Francis Jennings* of *Shire Lane, Lincolns Inn* in the County of Middlesex, Gentleman

of the second part, *The Right Honorable Francis Raxton Hastings, Earl of Moira*

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decorated and with stamp of suppliers: "Sold by G.T.Fryer. Law Stationers, Chancery Lane, London"

Appointment and Release 30th May 1806

Document 1806-3

6 *Master General of his Majesty's Ordnance*, of the
third part and *Charles James* of
7 *Castle Street, Mary le bone*, in the County of Middlesex, Esquire, (a
Trustee nominated on the part of the said Earl of Moira) of the fourth part.
8 **Whereas** by Indentures of Lease
and Release bearing dates respectively the eighteenth and nineteenth
days of September in the year of our Lord One thousand eight hundred
and four, the Release being of four parts⁸⁶
9 and made between *George Trenchard Goodenough* of *Shooters' Hill* in the
County of Kent, Esquire, of the first part, *Richard Whitehouse Jennings* of
Shire Lane, aforesaid, Gentleman,
10 of the second part, *Sir Walter Stirling*, by his description therein used, of
the third part and the said *Thomas Francis Jennings* of the fourth part.

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Documents 1804-1 and 1804-2

The Wood Family & Land called Dunstalls

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Appointment and Release 30th May 1806

Document 1806-3

All that Messuage,

11 Farm House and Tenement then or theretofore called or known by the
general Name of **Dunstalls** otherwise **Shoreham Hill Farm** and all
12 Outhouses, Edifices, Buildings, Barns, Stables,
Yards, Gardens and Orchards, thereunto belonging or appertaining or
therewith then or theretofore holden, used, occupied or enjoyed as part,
parcel or Member thereof

13 **And all** those several Closes, Pieces or Parcels of Arable Meadow and
Pasture Land, Woods, Wood Grounds and Coney Grounds to the said
Messuage, Farm

14 House and Tenement belonging or appertaining or therewith, usually
then or theretofore, holden, used, occupied or enjoyed, containing in the
whole by
15 estimation or Survey thereof the lately made or taken, Three hundred and
sixteen Acres or thereabouts were the same more or less, situate and
being

Appointment and Release 30th May 1806

Document 1806-3

16 in the several Parishes of Shoreham, Eynsford and Otford, or some or one
of them, in the county of Kent, and theretofore in the tenure or occupation
of
17 *Thomas Broomfield, William Round and Michael Wood*, or some or one of
them, afterwards in the tenure or occupation of *John Russell* and *John*
Smyth,
18 or their respective Tenants or Undertenants and then or then later of
*Robert Blandford*⁸⁷, his Undertenants or Assigns, which said several
Closes, Pieces or
19 Parcels of Land, Meadow and Pasture, Land, Woods, Woodgrounds and
Coney Grounds, then were or theretofore had been called or known by
20 the respective names of and the same, together with the said Orchards

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“Bland” in the Bargain and Sale

Appointment and Release 30th May 1806

Document 1806-3

21 and Gardens and the Scite⁸⁸ of the said Farm House and the Roads and
22 Wastes thereof or thereunto belonging, contain according to a late or
23 modern admeasurement, Survey or Estimate thereof the several and
24 respective quantities or number of Acres mentioned and expressed as
25 follows (that is to say) **All** that Farm House, Orchard and Gardens
containing Three Acres, two Roods and twenty-nine Perches⁸⁹. And all
that Close commonly called or known by the name the **Six Acre
Field** containing six Acres, three Roods and six perches. And also all that
Close commonly called or known by the name of **Kitchen Field**
containing Thirteen Acres and three Roods. And also all that other Close
commonly called or known by the name of **Pound Field**

⁸⁸ old spelling of site?

⁸⁹ this list of fields with their areas is an exact copy of the list given
in the lease dated 18th September 1804

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- 26 containing sixteen acres, one rood and Thirty-six Perches. And also that
other Close commonly called or known by the name
- 27 of **East Field** containing Fifteen Acres, one rood and thirty-five perches.
And also all that other Close commonly called or known by
- 28 the name of **White Ways Field** containing Seventeen Acres and thirty
Perches. And also all that other Close commonly called or known by
- 29 the name of **Well Field** containing Eleven Acres. And also all that other
Close commonly called or known by the name of **Great Ponder's Field**
- 30 containing Fifteen Acres and one perch. And also all that other Close
commonly called or known by the name of **Little Ponder's Field**
- 31 containing Ten Acres, one Rood and twenty-two Perches. And also all
that other Close commonly called or known by the name of
- 32 **Little Twenty Acre Field** containing twelve Acres, two Roods and fifteen
Perches. And also all that other Close commonly called or known
- 33 by the name of **Great Twenty Acre Field** containing Seventeen Acres and

Appointment and Release 30th May 1806

Document 1806-3

twenty perches. And also all that other Close commonly
34 called or known by the name of **Willis Field** containing four Acres, two
Roods and thirteen perches. And also all that other Close
35 commonly called or known by the name of **Further North Field** containing

page 2:

1 **Eight Acres,** one Rood and twenty six perches. And also all that
other Close commonly called or known by the name of
2 **Middle North Field** containing nine acres, two roods and
seventeen perches. And also all that other Close
3 commonly called or known by the name of **Great North Field** containing
fourteen acres, three roods and thirty perches. And also all that other
Close commonly
4 called or known by the name of **Court Field** containing Fourteen Acres

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Document 1806-3

and thirty perches. And also all that other Close commonly called or known by the

5 Name of **Little Barn Field** containing nine acres and twenty-nine perches. And also all that other Close commonly called or known by the Name of the

6 **Great Barn Field** containing thirteen acres and thirty-eight perches. And also all that other Close commonly called or known by the Name of **The Two Acres**

7 containing two acres, one rood and six perches. And also all that other Close commonly called or known by the name of **Little White Hill** containing Seven

8 acres, three roods and sixteen perches. And also all that other Close commonly called or known by the name of **Great White Hill** containing, by Estimation,

9 Eleven Acres and nineteen perches. And also all that other Close commonly called or known by the Name of the **Slip** containing two acres

Appointment and Release 30th May 1806

Document 1806-3

and ten

10 perches. And also all that other Close commonly called or known by the Name of **Great Baggles** containing nine acres and twenty-four perches.

And

11 also all that other Close commonly called or known by the Name of **Little Baggles** containing eight Acres. And also all that other Close commonly called or known

12 by the Name of the **Shoulder of Mutton Field** containing ten acres, one rood and two perches. And also all that other Close commonly called or known

13 by the Name of **Hither Gold Hill** containing Eleven acres, one Rood and twenty-eight perches. And also all that other Close commonly called or known

14 by the name of **Further Gold Hill** containing Eleven acres, three roods and twenty-five perches. And also all that other Close commonly called or known

Appointment and Release 30th May 1806

Document 1806-3

- 15 by the name of the **Six Acre Field** containing Six acres and twenty-three
perches⁹⁰. And also all that other Close called the **Shaw**⁹¹ containing one
rood
- 16 and twenty-seven perches. And another Close likewise called the **Shaw**
containing one rood and twenty-seven perches. And also that other Close
- 17 called or known by the name of **Friezeland Shaw** containing two acres,
one rood and thirty eight perches. And also all that other Close commonly
called or
- 18 known by the name of **Kitchen Field** containing two acres, two roods and
seven perches. And also all that other Close commonly called or known
by the Name of

⁹⁰ from its area this is a different one from the Six Acre Field
mentioned earlier

⁹¹ a small wood

Appointment and Release 30th May 1806

Document 1806-3

- 19 **Pound Field Shaw** containing two acres, one rood and six perches. And
also all that other Close commonly called or known by the name of the
20 **East Field Shaw** containing
one acre, one rood and thirty four perches. And also all that other Close
commonly called or known by the Name of **White Ways Shaw** containing
21 two acres, one rood
and fourteen perches. And also all those two other Closes commonly
called or known by the Name of **Shaw Fields**, one containing one acre and
thirty-four perches,
22 the other containing three toods and seventeen perches. And also all that
other Close called or known by the Name of **Willis Shaw** containing one
acre and
23 three Roods. And also all that other Close commonly called or known by
the name of the **North Field Shaw** containing four acres, two roods and
five
24 perches. And also all that other Close commonly called or known by the

The Wood Family & Land called Dunstalls

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Document 1806-3

- Name of the **Shaw** containing one rood⁹² and twenty-four perches together with the
- 25 Roads and Waste Grounds containing two acres and thirty perches or by whatsoever other Names or Name, Quantities, Qualities or number of acres the said
- 26 Messuage, Farm house and lands therein and hereinbefore described or either of them or any part or parts then were or at any time theretofore had been
- 27 called, known, ascertained or described. And also all those two small Cottages or Tenements situate near to the said Messuage or Farm House with the Yards
- 28 or Gardens thereunto respectively belonging or appertaining theretofore

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in the Bargain of 1806 this is "one Acre"

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in the several tenures or occupation of *William Brookham* and ⁹³
29 since in the tenure or occupation of the said *John Russell* and then or late
of his undertenants or Assigns, together with all and
30 singular Outhouses, Edifices, Buildings, Yards, Curtillages⁹⁴, backsides,
Gardens, Orchards, Pastures, feedings, Commons, Common of Pasture,
Right of Common, Wastes,
31 Waste Grounds, Roads, Ways, Paths, passages, Waters, Watercourses,
Timber and other trees, Shaws, Woods, Coppices, underwoods and the
Ground and Soil thereof,
32 Sewers, Drains, Ditches, Hedges, Mounds, Fences, lights, Easements,
privileges, profits, Commodities, Advantages, Emoluments,
Hereditaments and appurtenances whatsoever

⁹³ space left here and on the next line

⁹⁴ a court attached to a dwelling house

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- 33 to the said Messuage or Tenement, Farm House, Cottages, Lands and
premises or to any part thereof belonging or appertaining or with the
same, or any part thereof,
- 34 usually leased, demised, let, occupied or enjoyed. And the Reversion and
Reversions, Remainder and remainders, Rents, Issues and profits of the
said Hereditaments
- 35 and premises and of every part thereof. **Were** granted, released, limited
and confirmed.

page 3:

Unto the said **Thomas Francis Jennings** and his heirs. To the
Uses of such person and persons for such Estate and
Estates **Upon** such Trusts and for
2 Intents and Purposes as the said Sir Walter Stirling should
at any time or times thereafter, by any deed or deeds,

Appointment and Release 30th May 1806

Document 1806-3

Instrument or Instruments, in

3 Writing, with or without Power of Revocation and new
Appointment to be by him Sealed and delivered in the
presence and attested by two or more

4 Credible Witnesses or by his last Will and Testament in writing or by any
Codicil thereto by him Signed and Published in the said release is
mentioned direct limit or appoint.

5 And for default of and until such direction, Limitation or Appointment
And so far as any such direction, limitation or Appointment, if
incompatible, should not extend To the use

6 of the said Sir Walter Stirling and his assigns during his life. And after the
determination of that Estate by any means in his life time To the use of
the said Thomas Francis

7 Jennings, his executors, admors. and assigns during the natural life of the
said Sir Walter Stirling In trust for the said Sir Walter Stirling during his
natural life and from and

Appointment and Release 30th May 1806

Document 1806-3

8 after the decease of the said Sir Walter Stirling, To the use of the heirs and
Assigns of the said Sir Walter Stirling forever. And Whereas the said Sir
Walter Stirling,
9 being seized to him and his heirs of an absolute Estate of fee simple in
possession of and in the Messuage, Tenement or Cottage and the Crofts
or parcels of Land situate in the
10 parish of Shoreham in the said county of Kent hereinafter particularly
described and intended to be hereby released, the said **Earl of Moira** hath
contracted and agreed with him, the
11 said Sir Walter Stirling, for the absolute purchase of the Freehold and
Inheritance as well of the said Messuage or Farm House, Closes or parcels
of Land and other the Hereditaments
12 and Premises comprised in the said above recited Indentures of Lease and
Release and hereinbefore particularly described as also of the said other
Hereditaments and premises above
13 mentioned and intended to be hereinafter released at and for the price or

Appointment and Release 30th May 1806

Document 1806-3

sum of Ten thousand, three hundred and Fifty pounds. *Now this*

Indenture Witnesseth that

- 14 in pursuance of the said Agreement and in part performance thereof And
in Consideration of the sum of Ten thousand, three Hundred and fifty
pounds of lawful English Money by the
- 15 said Earl to the said Sir Walter Stirling paid at or before the sealing and
delivery of these presents the receipt of which said sum of Ten thousand,
three hundred and fifty pounds
- 16 to the said Sir Walter Stirling doth hereby acknowledge and thereof and
therefrom doth hereby acquit and for ever release the said Earl, his heirs,
executors, Admors. and Assigns,
- 17 He, the said Sir Walter Stirling, in pursuance and in exercise of the said
power contained in the hereinbefore recited Indenture of Release and of
all other powers and Authorities to him,
- 18 in his behalf appertaining, **Hath** directed, limited and appointed, And by

Appointment and Release 30th May 1806

Document 1806-3

this present deed or Instrument by him sealed and delivered in the
presence of and
19 attested by the two credible persons whose names are intended to be
hereon indorsed as the Witnesses attesting the execution thereof by him,
Doth (at the request, by the direction
20 and as the Nomination and Appointment of the said Earl testified by his
being a party to and executing these presents) irrevocably direct, limit
and appoint that All and
21 singular the Messuage or Tenement, Farm, Closes of land and other the
Hereditaments and premises comprised in the said above recited
Indenture of Release of the nineteenth day of
22 September, One thousand eight hundred and four⁹⁵ and hereinbefore
particularly described with the rights, Members, privileges and

Appointment and Release 30th May 1806

Document 1806-3

23 Appurtenances thereto belonging or
therewith now held or enjoyed or accepted taken or known as parcel of
member thereof or appurtenant thereto. And the Reversion and
Reversions, Remainder and Remainders,
24 Rents, Issues and profits thereof. And all the Estate Right, Title, Interest,
Use, Property, Claim and demand whatsoever of him, the said Sir Walter
Stirling, of, in and to the
25 said Hereditaments and Premises shall hence forth be and remain and
that the said hereinbefore recited Indentures of Lease and Release shall
be operate and ??
26 **To the Use** and behoof of the said **Charles James**, his heirs and Assigns,
forever. In **Trust Nevertheless** for the said Earl, his heirs and Assigns
and to be released,
27 conveyed and disposed of as he, or they, shall from time to time direct or
appoint. And to, for or upon no other Use, Trust, Intent or purpose

Appointment and Release 30th May 1806

Document 1806-3

whatsoever. ***And this Indenture***

- 28 also ***Witnesseth*** that, for the further and more effectually assuring and
confirming, the said Messuages, Lands, Hereditaments and premises
above by these presents directed,
29 limited or appointed or so intended to be with the Appurtenances, And in
Consideration of the said sum of Ten thousand, three hundred and fifty
Pounds.

page 4:

so paid by the said Earl to the said Sir Walter Stirling as aforesaid.

And also in the consideration of the sum of ten shillings of
like money to the said

- 2 ***Thomas Francis Jennings***, by the said ***Charles James*** at the same time
paid, the Receipt whereof is hereby also acknowledged, He, the said

Appointment and Release 30th May 1806

Document 1806-3

3 Thomas Francis Jennings (at the
Request and by the direction of the said **Sir Walter Stirling** and upon the
nomination and at the appointment of the **said Earl**, testified by the said
parties last named duly
4 executing these presents, **Hath** bargained and aliened and released and
by these presents **Doth** bargain, sell, alien and release and the said Sir
Walter Stirling **Hath**
5 granted, bargained, sold, aliened released and confirmed. And by these
presents **Doth** grant, bargain, sell, alien, release and confirm unto the
said Charles James
6 in his actual possession by virtue of a Bargain and Sale⁹⁶ to him thereof
made by the said Sir Walter Stirling and Thomas Francis Jennings for one
year for five shillings

Appointment and Release 30th May 1806

Document 1806-3

7 consideration by Indenture bearing date the day next before the day of the
date of these Presents for the term of one year commencing from the day
next before the day of
8 the date of the said Indenture of Bargain and Sale and by force of the
Statute made for transferring of Uses into possession) and to his Heirs All
and singular the
9 said Messuage or Tenement, Farm, Land, Hereditaments and Premises
comprised in the above recited Indenture of Release of the nineteenth day
of September one
10 thousand eight hundred and four⁹⁷ and herein before particularly
described and above, by these presents, directed, limited and appointed.
or so intended to be, with the Rights,

Appointment and Release 30th May 1806

Document 1806-3

- 11 Members and Appurtenances thereto belonging, part of which said
Messuage, Farm, Land and Premises are now in the tenure or occupation
of Mess^{rs} Jones and Thompson
- 12 under a Lease to them thereof granted by the said Sir Walter Stirling
dated the twelfth day of July one thousand eight hundred and five for the
term of forty nine years from
- 13 Michaelmas then next⁹⁸ at the yearly rent of three hundred pounds and
the remainder of the same are in the tenure or occupation of the said
Robert Jones under a Lease
- 14 thereof to him granted together with the Premises hereinafter also
released at the yearly rent of forty five pounds and the Reversion and
Reversions, Remainder and

98

from "Mess. Jones" to here is a direct copy from the
Reconveyance included with the Bargain and Sale (document
1806-2) but there is no mention of the rent in that document

Appointment and Release 30th May 1806

Document 1806-3

15 Remainders, Rents, issues and profits of the said Premises hereinbefore
released or so intended to be and of every part and parcel thereof. And
all the Estate
16 Right, Title, Interest, Use, Trust, property, Claim and demand whatsoever
of them the said Sir Walter Stirling and Thomas Francis Jennings
respectively of, in and
17 to the said Messuages, Lands, Hereditaments and Premises and every
part thereof, Together with all Deeds, Evidences and Writings which
relate to the said
18 Premises hereinbefore released now in the custody or power of the said
Sir Walter Stirling which he can procure without suit. **To have** and
19 **to hold** the said Messuages or Tenements, Farms, Lands and all and
singular other the Hereditaments and Premises hereby granted, released
20 and confirmed, or so intended to be, unto the said **Charles James**, his
Heirs and Assigns. **To the Use** of the said Charles James, his Heirs and

Appointment and Release 30th May 1806

Document 1806-3

21 Assigns. *In Trust*, nevertheless, for the *said Earl*, his Heirs and Assigns,
and to be released, conveyed and disposed of as he or they shall direct or
22 appoint and to, for or upon no other Use, Trust, Intent or purpose
whatsoever. *And* the said *Thomas Francis Jennings Doth* hereby, for
himself,
23 his Heirs, Executors and Administrators, Covenant and declare to and
with the said Charles James, his Heirs and Assigns, that he, the said
Thomas
24 Francis Jennings, hath not, at any time heretofore made, done or
committed or knowingly or willingly suffered any Act, Deed or Thing
whereby,
25 or by any means whereof, the said Messuages or Tenements, Farms,
Lands, Hereditaments and Premises hereby released and confirmed, or so
intended
26 to be, or any part thereof, are, is or can be impeached, charged or

Appointment and Release 30th May 1806

Document 1806-3

incumbered in Title, Estate or otherwise, howsoever. ***And this***
27 ***Indenture further witnesseth*** that, in pursuance of the said above
recited Contract and for perfecting and completing
28 the same, and in consideration of the said sum of Ten thousand, three
hundred and Fifty pounds
29 so paid to the said ***Sir Walter Stirling*** by the ***said Earl*** as aforesaid, He, the
said Sir Walter Stirling, ***Hath*** granted, bargained, sold, aliened
30 and released And by these Presents ***Doth*** (at and upon the like
nomination and appointment of the said Earl testified as aforesaid)
31 Grant, bargain, sell, alien and release unto the said Charles James (in his
actual possession being under and by virtue of a certain Indenture
32 of Bargain and Sale⁹⁹ to him thereof made by the said Sir Walter Stirling

Appointment and Release 30th May 1806

Document 1806-3

33 by Indenture dated the day next before the day of the date of
these Presents for one whole year to commence from the day of the date
of the said Indenture of Bargain and Sale in consideration of
34 five shillings to the said Sir Walter Stirling paid by the said Charles
James) and to his Heirs **All** that Messuage, Tenement
35 or Cottage in two Dwellings wherein **Jane Small** and **John Small** formerly

page 5:

Dwelt

with the Barns, Yards, Gardens and Orchards thereunto
belonging or appertaining. **And** all

2

that Croft or Parcel of Land called or known by the name of
Coddle Croft and on part of which the said Messuage,
Tenement or Cottages

Appointment and Release 30th May 1806

Document 1806-3

3 was formerly erected and Built. And all that Croft or parcel of Land called
or known by the name of *Pease Croft* and on part of which a Barn was
formerly erected and built or by
4 whatsoever other Name or Names the same are or have been called or
known, containing together, in the whole, by estimation, fifteen acres, be
the same, more or less and which said pieces
5 or parcels of Land are now, and for some years past have been, divided
into five several pieces or parcels of Land and one of the said five several
Pieces or parcels of Land is now Wood
6 Ground and contains three Acres and an half or thereabouts and which
said Messuage, Tenement or Cottage Lands, Woodgrounds and Premises
are situate, lying and being in the
7 Parish of *Shoreham* in the said County of Kent and were formerly in the
tenure or occupation of *Mary Broomfield*, her Undertenants or Assigns,

Appointment and Release 30th May 1806

Document 1806-3

and late of **John Glover**,¹⁰⁰ his Undertenants
8 or Assigns. And also all houses, Outhouses, Edifices, Buildings, Ways,
Waters, Watercourses, Paths, Passages, Lights, Easements, Liberties,
Commons, Common of Pasture, Feedings, Timber and Trees,
9 Hedges, Ditches, Fences, Profits, Commodities, Emoluments, Priviledges,
Advantages, and appurtenances to the said Messuage or Tenement,
Cottage, Land, Hereditaments and Premises
10 lastly granted, released and confirmed, or so intended to be, belonging or
in any wise appertaining or therewith now used or enjoyed. All which
said Messuage, Cottage, Land, Hereditaments
11 and Premises hereby lastly released are now in the tenure of **Robert Jones**,

100

this section is an exact copy from the Lease of 1806 even to the spelling "priviledges" (the "d" is not usually included) except that here the phrase "and now of **Robert Jones, Esq.**" which occurs in the lease is not included here until line 11

Appointment and Release 30th May 1806

Document 1806-3

Esq., his Undertenants or Assigns under a lease to him thereof granted
(together with
12 part of the premises hereinbefore released to the said **Charles James**, by
the said Sir Walter Stirling, bearing date the thirtieth day of October One
thousand Eight hundred and four for
13 the term of thirty years from Michaelmas then last at the Yearly rent of
forty five pounds and the Reversion and Reversions, Remainder and
Remainders, Rents, Issues and profits of
14 all and singular the said Hereditaments and Premises, and of every part
thereof, and all the Estate right, Title, Interest, Use, Trust, Property claim
and demand of him, the said Sir Walter
15 Stirling, of, in and to the said Hereditaments and premises by these
presents lastly granted and released, and every part and parcel thereof.
Together with all Deeds, Evidences and
16 Writings relating thereto now in the custody of the said Sir Walter Stirling
or which he can procure without suit. **To have and to hold** the said

Appointment and Release 30th May 1806

Document 1806-3

Message,

- 17 Tenement or Cottage, Lands, Hereditaments and premises so by these
presents lastly released as aforesaid unto the said Charles James and his
Heirs, To the Use of the said
- 18 Charles James, his Heirs and Assigns, In Trust Nevertheless for the
said Earl, his Heirs and Assigns, and to be released, conveyed and
disposed of as he or they shall
- 19 direct or appoint and to, for or upon no other Use, Trust, Intent or purpose
whatsoever. **And** for the further Assurance of the said Hereditaments
and Premises
- 20 lastly by these presents granted and released and in order to bar all
Dower and right and Title to Dower, which the wife of the said Sir Walter
Stirling now hath or
- 21 otherwise could or might have or claim in to or out of the said
Hereditaments and premises last mentioned, he, the said Sir Walter

Appointment and Release 30th May 1806

Document 1806-3

Stirling, for himself, his Heirs,
22 Executors and Administrators, doth hereby Covenant, promise and agree
to and with the said Charles James, his Heirs and assigns, that he, the
said
23 Sir Walter Stirling and the said ¹⁰¹ his Wife, shall and will, as
of Trinity Term next or of some subsequent term, at the
24 Costs and Charges in the Law of the said Sir Walter Stirling, his Heirs,
Executors or Administrators, acknowledge and levy, in due form,
25 of Law before the Justices of His Majesty's Court of Common Pleas at
Westminster, one or more Fine or Fines. *Upon*
26 *Acknowledgement of Right and so forth* with Proclamation
according to the form of Statute in such Case

Appointment and Release 30th May 1806

Document 1806-3

27 made and provided and the Course of Fines with Proclamation there used
28 unto the said **Charles James**, his Heirs and assigns of
29 all and singular the said Messuage or Tenement, Cottages, Lands,
30 Hereditaments and Premises hereby lastly granted and released with the
31 rights, Members and Appurtenances thereto belonging with such apt and
32 convenient Names, qualities and descriptions as shall be
33 sufficient to ascertain and comprize the same. **And** it is hereby
34 declared and agreed by and between the said
Sir Walter Stirling and also the **said Earl** and the said Charles James that
as well the said Fine or Fines so as aforesaid
or in any other manner to be Levied and all and every other Fine and
Fines, Common Recoveries, Conveyances and Assurances in
the Law whatsoever already had, levied, acknowledged, executed or
suffered or hereafter to be had, levied, acknowledged, executed or
suffered of the Hereditaments and premises last mentioned, or any part

Appointment and Release 30th May 1806

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thereof, between the said Parties last named, shall be
35 and enure¹⁰² and shall be judged and construed to be and enure and are
hereby declared to be meant and intended to be
36 and enure unto the said Charles James, his Heirs and Assigns, *In Trust*
for the said Earl, his Heirs and
37 Assigns for ever and for no other Use, Trust, Intent or Purpose whatsoever

page 6:

And the said *Sir Walter Stirling*, for himself, his heirs, executors and
admors., doth hereby covenant, grant, promise and agree to and
with the said
2 **Charles James**, his heirs and assigns, that for and notwithstanding
any act, deed or thing made, done, committed or knowingly

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suffered by the said

- 3 Sir Walter Stirling or by any person or persons rightfully having or
claiming any Estate title or interest in or to the said hereditaments and
premises above mentioned
- 4 from or under ?? the said **Thomas Francis Jennings** at the time of the
sealing and delivery of these presents is lawfully and rightfully seized of
the fee
- 5 simple and inheritance of the messuages or tenements, farms, lands and
other the hereditaments and premises above by these presents directed,
limited and appointed
- 6 to the several uses for the intents and purposes in the said above recited
Indenture of Release expressed and declared and hereinbefore mentioned.
And also that
- 7 for and notwithstanding any such act, matter or thing as foresaid, he, the
said Sir Walter Stirling, at the time of the execution of these presents, is
lawfully and

Appointment and Release 30th May 1806

Document 1806-3

8 rightfully seized in his Demesne as of fee of and in good, sure, absolute
and indefensible Estate of inheritance in fee simple of and in all and
9 singular the said Messuage, Cottages, lands, hereditaments and premises
hereby lastly released, with the Appurtenances without any condition,
trust, power
10 of Revocation, limitation of any use or uses or any other matter, cause or
thing to alter, change, incumber, defeat or make void the same
11 And also that for and notwithstanding any such act, deed or thing, as
aforesaid, they, the said Sir Walter Stirling and Thomas Francis Jennings,
have
12 themselves respectively good right, full power and lawful and absolute
authority to grant, release and convey all and singular the said
messuages, closes,
13 lands, and all and singular other the hereditaments and premises
hereinbefore by them respectively, directed, limited, appointed, granted
and released

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14 or mentioned and intended so to be, and every part and parcel thereof,
with the appurtenances, unto and to the use of the said *Charles James*,
his heirs and
15 assigns. To the only proper use and behoof of the said Charles James, his
heirs and assigns, in manner aforesaid according to the true intent and
16 meaning of these presents. And also that he, the said Charles James, his
heirs and assigns, shall and lawfully may, from time to time and at
17 all times for ever hereafter, peaceably and quietly, have, hold, use,
occupy, possess and enjoy all and singular the said several messuages,
18 lands, hereditaments and premises so by these presents limited,
appointed, granted and released, with the Appurtenances and every part
and parcel thereof
19 In trust, as aforesaid, without the lawful let, suit, trouble, hindrance,
molestation, interruption, eviction or disturbance of him, the said Sir
Walter
20 Stirling, his heirs and assigns, or of any other person or persons lawfully

Appointment and Release 30th May 1806

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21 claiming. or to claim by, from or under him, them or any of them. Except
all and every person and persons claiming under the said Indentures of
22 Lease above mentioned. And that free and clear and freely and
clearly and absolutely acquitted, exonerated and discharged or otherwise
23 by the said Sir Walter Stirling, his heirs, executors and admors.,
well and sufficiently saved, kept harmless and indemnified of, from and
24 against all and all manner of former and other Gifts, Grants,
Bargains, Sales, Leases (except the said leases above mentioned),
mortgages, jointures, dowers, right and title of dower, uses, wills,
intails¹⁰³, trusts, fines,
25 bonds, recognizances, extents, judgements, rents and arrears of rents and
all debts and legacies and, of and from, all other charges, estates, rights,
26 titles, troubles and incumbrances whatsoever had made, done, committed

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“entails”; is “extents” on the next line an old spelling of
“intents”?

Appointment and Release 30th May 1806

Document 1806-3

27 or suffered by the said Sir Walter Stirling or his Heirs or any other
person or persons lawfully claiming, or to claim, by, from or under them or
any of them. *And further* that he, the said Sir Walter
28 Stirling, and his heirs and all and every other person and persons and his
and their heirs having, or lawfully claiming, or that shall or may
29 hereafter claim any estate, right, title, trust or interest of, in or to the said
premises hereby before granted and released, or any part
30 thereof, by, from or under him, them or any of them, shall and will, from
time and at all times hereafter, upon the reasonable request
31 and at the proper costs and charges in the law of the said Charles James,
his heirs or assigns, make, do, acknowledge and execute, in
32 or cause or procure to be made, done, acknowledged and executed all and
every such further and other lawful and reasonable act and
33 acts, thing and things, conveyances and assurances in the Law
whatsoever for the further better and more perfect Granting, Conveying
34 and assuring of all and singular the premises aforesaid, with the

Appointment and Release 30th May 1806

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35 Appurtenances and every part and parcel thereof, unto the
said Charles James, his heirs and assigns, for ever. In trust aforesaid as
36 by the said Charles James, his heirs or assigns or his or their
Counsel, learned in the Law, shall be reasonably advised, devised and
37 required so that the said Sir Walter Stirling and his
heirs be not compelled or compellable to go or travel from his or their
38 respective places of abode for the doing thereof. ***In Witness***
whereof the said Parties to these Presents have hereunto set their hands
and seals the day and year first above written.

Walter [seal] Stirling Thom. Fran. [seal] Jennings

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The Wood Family & Land called Dunstalls

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The Wood Family & Land called Dunstalls

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Appointment and Release 30th May 1806

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On the back of the document:

Received, on the day and year first within written }
of and from the within named Earl of Moira, the } £
within mentioned Sum of Ten thousand, three hundred } 10,350
and fifty pounds being the Consideration Money within }
expressed to be paid by him to me }

Witnessing the signing:

?? Arkinstill

Walter Stirling¹⁰⁵

Thos. Clarkson

Signed, Sealed and delivered by the within named }
Sir Walter Stirling and Thomas Francis Jennings in

The Wood Family & Land called Dunstalls

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Appointment and Release 30th May 1806

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the presence of

?? Arkinstill

} clerks to Messrs.
Jennings

Thos. Clarkson

} of Shire Lane

The Wood Family & Land called Dunstalls

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Reconveyance 13th January 1807 - Charles James & Walter Stirling

Document 1806-1r

See page 112 for the interconnections between documents 1806-1, 1806-2 & 1806-3.

1 *This Indenture* made the thirteenth
2 day of January in the year of our Lord One
3 thousand eight hundred and seven Between the
4 within named **Charles James** of the one Part
5 and the within named **Sir Walter Stirling** of
6 the other part. Witnesseth that the said
7 Charles James, for and in consideration of five shillings
8 of lawful money of Great Britain to him, in hand,
9 paid by the said Sir Walter Stirling at or before the Sealing
10 and delivery of these presents the receipt whereof is hereby
11 acknowledged, **Hath** bargained and sold and by these
12 Presents Doth bargain and Sell unto the said Sir Walter
13 Stirling, his Executors, administrators and Assigns, All and

The Wood Family & Land called Dunstalls

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Reconveyance 13th January 1807 - Charles James & Walter Stirling

Document 1806-1r

14 singular the within mentioned Messuage, Tenement or
15 Cottage in two dwellings together with the croft, Land
16 Hereditaments and premises by the within written Indenture
17 particularly mentioned and described and thereby bargained
18 and sold by the said Sir Walter Stirling to the said Charles
19 James together with all and Singular the rights, Members and
20 Appurtenances thereunto belonging or in any wise appertaining. All
21 which said Messuage, Cottage, Land, Hereditaments and premises
22 are now in the tenure or occupation of **Robert Jones**, his Undertenants
23 or Assigns under a Lease to him thereof granted together with other
24 premises by the said Sir Walter Stirling dated the thirtieth day
25 of October One Thousand eight hundred and four
26 of thirty years from Michaelmas then last at the yearly
27 rent of five pounds and also all and singular other
28 the Hereditaments and premises by the within written
29 Indenture of Lease bargained and sold by the said

The Wood Family & Land called Dunstalls

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Reconveyance 13th January 1807 - Charles James & Walter Stirling
Document 1806-1r

30 Sir Walter Stirling to the said Charles James together
31 with all and singular the rights, Members, Privileges and
32 Appurtenances to the said Hereditaments and premises
33 respectively belonging or in any wise appertaining or
34 accepted, reputed, deemed, taken or known as part, parcel or
35 Member thereof. And the reversion and reversions remainder
36 and remainders, rents, issues and profits of all and singular
37 the Hereditaments and premises and of every part
38 and parcel thereof. To have and to hold the said Messuages or
Tenements, Cottages, Lands, Hereditaments and premises with the
rights, Members and
39 Appurtenances hereby bargained and sold, or so intended to be, unto the
said Sir Walter Stirling, his Executors, administrators and Assigns, from
the day next before the day of the date of
40 these presents for and during and unto the full end and term of one whole
year from thence next ensuing and fully to be completed, Yielding and

The Wood Family & Land called Dunstalls

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Reconveyance 13th January 1807 - Charles James & Walter Stirling

Document 1806-1r

- 41 paying therefore unto the
said Charles James, his Heirs or Assigns, the rent of one peppercorn only
on the last day of the said term if the same shall be lawfully demanded.
To the intent and purpose that,
- 42 by virtue of these presents and by force of the statute made for
transferring Uses into possession, the said Sir Walter Stirling may be in
the actual possession of all and singular
- 43 the Hereditaments and premises hereby bargained and sold, or intended
so to be, with their, and every of their rights, members and appurtenances
and be thereby enabled
- 44 to accept and take a grant and release of the reversion and Inheritance
thereof to him, the said Sir Walter Stirling, his heirs and assigns, forever.
In Witness whereof
- 45 the said parties to these presents have hereunder set their Hands and
Seals the day and year first above written.

The Wood Family & Land called Dunstalls

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Reconveyance 13th January 1807 - Charles James & Walter Stirling

Document 1806-1r

Charles James

Sealed and Delivered by the above named
Charles James in the presence of
Thos. Hill Mortimer

Reconveyance 13th January 1807; Walter Stirling, etc. to Charles James
Document 1806-2r

[See page 112 for the interconnections between documents 1806-1, 1806-2 & 1806-3.](#)

This Indenture

made the thirteenth day of January in the year of
our Lord One thousand eight hundred and seven
Between

2 the within named **Charles James** of the one part
and the within named **Sir Walter Stirling**

3 of the other part. **Witnesseth** that the said
Charles James, for and in consideration of five
shillings

3 of lawful money of Great Britain to him, in hand, paid by the said Sir
Walter Stirling at or before the sealing and delivery of these presents the
receipt whereof

4 is hereby acknowledged, **Hath** bargained and sold and by these presents

Reconveyance 13th January 1807; Walter Stirling, etc. to Charles James
Document 1806-2r

Doth bargain and Sell unto the said Sir Walter Stirling, his Executors,
administrators

5 and Assigns, **All** and singular the Messuages or Tenements, Farms,
Lands, Hereditaments and premises comprized in the within written
Indenture particularly

6 described and mentioned and thereby Bargained and sold together with
the rights, Members and Appurtenances thereto respectively belonging or
in any wise appertaining,

7 part of which said Messuages, Farms, Lands and premises are now in the
tenure or occupation of Mess^{rs} Jones and Thompson under a Lease to
them thereof granted by the said

8 Sir Walter Stirling dated the twelfth day of July one thousand eight
hundred and five for the term of forty nine years from Michaelmas then
next and the remainder

9 thereof are in the tenure or occupation of the said **Robert Jones** under a

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lease thereof together with other Premises to him granted by the said Sir
Walter Stirling dated

two lines crossed out¹⁰⁶ but the line below seems to follow on from those crossed
out

10 any wise appertaining. All which said Messuage, Cottage, Land,

¹⁰⁶

“dwellings together with the Croft, Land, Hereditaments and
Premises by the within written Indenture ?? mentioned and ??
and thereby lastly bargained and sold by the said Sir Walter
Stirling to the said Charles James ?? ?? the Earl of Moira
together with all and singular the rights, members and
appurtenances thereunto belonging or in

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Hereditaments and premises hereby lastly mentioned and described are
now in the tenure or occupation

11 of the said **Robert Jones**, his Undertenants or Assigns, under a lease to him
thereof granted together with part of the premises hereinbefore mentioned
and described

12 ¹⁰⁷ the thirtieth day of October One Thousand eight hundred and four
for the term of thirty years from Michaelmas then last at

13 the yearly rent of forty ¹⁰⁸ And also all and singular other the
Hereditaments and premises by the within written Indenture of lease
bargained and sold

14 by the said Sir Walter Stirling to the said Charles James in trust for the
said Earl of Moira together with all and singular the Rights, Members,

¹⁰⁷ "by the said Sir Walter Stirling dated" - crossed out

¹⁰⁸ space left here

Reconveyance 13th January 1807; Walter Stirling, etc. to Charles James
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Privileges and
15 appurtenances to the said Hereditaments and premises respectively
belonging or in any wise appertaining or accepted, reputed, deemed,
taken or known as part,
16 parcel or Member thereof. And the reversion and reversions remainder
and remainders, rents, issues and profits of all and singular the said
Hereditaments and
17 Premises and of every part and parcel thereof. **To have and to hold** the
said several Messuages or Tenements, ¹⁰⁹, Farms, Lands, Hereditaments
and premises
18 with the rights, members and appurtenances in the within written
Indenture particularly mentioned and described and thereby bargained
and sold to the said ??

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“abcdef” written here and crossed out

Reconveyance 13th January 1807; Walter Stirling, etc. to Charles James
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- 19 Charles James and hereby bargained and sold, or so intended to be, unto
the said Sir Walter Stirling, his Executors, Administrators or Assigns, from
the day next before
- 20 the day of the date of these presents for and during and unto the full end
and term of one whole year from thence next ensuing and fully to be
complete and ended.
- 21 **Yielding and Paying** therefore unto the said Charles James, his Heirs
or Assigns, the rent of one peppercorn only on the last day of the said term
if the same
- 22 shall be lawfully demanded. To the intent and purpose that, by virtue
of these presents and by force of the statute made for transferring Uses
into possession, the said
- 23 Sir Walter Stirling may be in the actual possession of all and singular the
Hereditaments and Premises hereby bargained and sold, or intended so to
be, with their,

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- 24 and every of their rights, members and appurtenances and be thereby
enabled to accept and take a grant and release of the reversion and
Inheritance thereof to him,
25 the said Sir Walter Stirling, his Heirs or Assigns. To the only proper use
and behoof of him, the said Sir Walter Stirling, his Heirs and Assigns,
forever. **In Witness**
26 whereof the said parties to these presents have hereunto set their hands
and Seals the day and year first above written.

Sealed and Delivered by the above named Charles

Charles
James

James in the presence of

Thos. Hill Mortimer

See page 112 for the interconnections between documents 1806-1, 1806-2 & 1806-3.

This Indenture tripartite made the fourteenth day of January in the year of our Lord One thousand eight hundred and seven

2 *Between* the within named *Earl of Moira* of the first part, the within named *Charles James*

3 of the second part and the within named *Sir Walter Stirling* of the third part.

4 *Whereas* the said *Sir Walter Stirling* hath contracted and agreed with the said Earl of Moira for the repurchase of the Freehold and Inheritance as well of the Messuages or Tenement, Farm, Lands, Hereditaments and premises comprized in

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5 the within recited Indenture of Release of the nineteenth day of September
One thousand eight hundred and four and firstly, by the within written
6 Indenture, directed, limited and appointed and also granted, released and
the said Charles James In trust for the said Earl, as also of
the said Messuage, Tenement or Cottage, Lands, Hereditaments and
Premises lastly, by the within written Indenture, granted and released by
the said Sir Walter Stirling to the
7 said Charles James, In trust for the said Earl of Moira for the price or sum
of ten thousand, three hundred and fifty pounds, ***Now therefore this
Indenture witnesseth*** that, in pursuance of the said recited
Agreement and for and
8 in consideration of the sum of Ten thousand, three hundred and fifty
pounds of lawful English Money to the said Earl of Moira in hand well and
truly paid by the said Sir Walter Stirling at and before the sealing and
delivery of these
9 presents the receipt whereof he, the said Earl of Moira, doth hereby admit

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and thereof and therefrom and of and from the same and every part thereof doth acquit, release and discharge he, the said Sir Walter Stirling, his Heirs, Executors,

10 Administrators and Assigns, and every of them, for ever by these presents and also for and in consideration of the sum of ten shillings of lawful Money of Great Britain, by the said Sir Walter Stirling to the said Charles James in hand

11 at the same time also well and truly paid, the receipt whereof is also hereby acknowledged, he, the said Charles James **Hath** (at the request and by the direction and appointment of the said Earl of Moira testified by his being a party

12 to and sealing and delivering of these presents) Bargained, Sold, Aliened and Released, any by these presents **Doth** bargain, sell, alien and release and the said Earl of Moira **Hath** Granted, Bargained, Sold, Aliened Released, Ratified and

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- 13 Confirmed and by these presents *Doth* Grant, Bargain, Sell, Alien, Release, Ratify and Confirm unto the said Sir Walter Stirling (in his actual possession now being by virtue of two several Bargains and Sales to him thereof made by the said Charles
- 14 James for five shillings consideration each by Indentures bearing date the day next before the day of the date of these presents and indorsed respectively on two certain Indentures of Lease bearing date the day next before the day of the date of the within written indenture¹¹⁰
- 15 for the term of one year commencing from the day next before the day of the date of the said Bargain and Sale and by force of the Statute made for

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this Reconveyance is written on the back of the indenture dated 30th May 1806 which was the Appointment and Release; the Bargain and Sale indenture was a separate document and was written on 29th May 1806

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transferring uses into possession) and to his Heirs, **All** and singular the
Messages,
16 or Tenements, Farm, Lands, Hereditaments and Premises ?? in the
within recited Indenture of Release of the nineteenth day of September
one thousand, eight hundred and four¹¹¹ and also by the within written
indenture particularly described and
17 mentioned and thereby firstly? directed, limited and appointed, granted
and released, Together with the rights, members and appurtenances
thereto respectively belonging or in anywise appertaining, part of which
said Message, Farm, Lands and Premises
18 are ?? the tenure or occupation of **Messrs. Jones and Thompson** under a
lease to them thereof granted by the said Sir Walter Stirling dated the
twelfth day of July one thousand, eight hundred and five for the term of

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document 1804-2

Reconveyance 14th January 1807

Document 1806-3r

forty-nine years from Michaelmas

- 19 then next and the remainder thereof are in the tenure, or occupation, of the said Robert Jones under a lease thereof to him granted together with the premises next ?? mentioned and described. And also all that the within mentioned
- 20 Messuage, Tenement or Cottage in two dwellings together with the Croft, Land, Hereditaments and Premises and by the within written Indenture particularly mentioned and described and thereby lastly granted and released by the said Sir Walter
- 21 Stirling to the said Charles James In trust for the said Earl of Moira)¹¹². Together with all and singular the rights, members and appurtenances thereunto belonging or in anywise appertaining. All which said

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“(“ not found

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Message, Cottage, Land, Hereditaments

22 and premises hereby lastly mentioned and described are now in the tenure or occupation of the said Robert Jones, his Undertenants or Assigns, under a Lease to him thereof granted (together with part of the premises herein before mentioned

23 and described) by the said Sir Walter Stirling dated the thirtieth day of October, one thousand eight hundred and four for the term of thirty years from Michaelmas then ?? at the yearly rent of thirty five pounds. And also all and singular

24 other the Hereditaments and premises by the within written Indenture of Release limited, directed and appointed, granted, released and conveyed by the said Sir Walter Stirling to the said Charles James, In trust for the said Earl of

25 Moira Together with all and singular the rights, members, privileges and appurtenances to the said Hereditaments and premises respectively

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belonging or in any wise appertaining or accepted, reputed, deemed,
taken or known in part,

26 parcel or member thereof. And the reversion and reversions, remainder
and remainders, rents, issues and profits of all and singular the said
Hereditaments and premises and of any part or parcel thereof. And
27 all the Estate Right, Title , Interest , Use, trust, Property, Possession, Claim
and Demand whatsoever, either at Law or in equity of him, the said Earl of
Moira and Charles James of, in an to the said Hereditaments and premises
with herebefore

28 mentioned and intended to be hereby granted and released and every part
and parcel thereof.. **To have and to hold** the said several Messuages or
Tenements, Cottage, Farm, Lands, Hereditaments and Premises with the
29 rights, members and appurtenances in the within written Indenture
particularly mentioned and described and thereby limited, directed and
appointed, granted and released to the said **Charles James** hereby

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granted,

- 30 released and confirmed, or so intended to be unto the said **Sir Walter**
Stirling, his Heirs and Assigns. To the use of the said Sir Walter Stirling,
his Heirs and Assigns, forever and to, for and upon an Alive??, we trust
31 or purpose whatsoever. **And** the said Charles James doth hereby, for
himself, his Heirs, Executors and Administrators, Covenant and Declare to
and with the said Sir Walter Stirling, his Heirs and Assigns, That he, the
32 said Charles James, hath not at any time herebefore, made, done or
committed or knowingly or willingly suffered any act, deed or thing
whereby, or by means whereof, the said Hereditaments and Premises
hereby granted,
33 released and confirmed, or so intended to be, or any part thereof, are, is or
can be impeached, charged or incumbered in Title, Estate or otherwise
howsoever. **And** the said Earl of Moira, for himself, his Heirs, Executors
and Adminstrators,
34 doth hereby Covenant, Grant, promise and agree to and with the said Sir

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Walter Stirling, his Heirs and Assigns, That for and notwithstanding any act, deed or thing made, done, committed or knowingly suffered by the said Earl

35 of Moira or by the said Charles James, or by any person or persons
rightfully having or claiming any Estate, Title or Interest in or to the said
Hereditaments and Premises within particularly mentioned and intended
36 to be hereby granted and released from or under them, or either of them,
they, the said Earl of Moira and Charles James, or one of them, at the time
of the sealing and delivering of these presents, are or is lawfully and
37 rightfully seized in their or his demesne as of, for of and in a good, sure,
perfect, absolute and indefeazible Estate of Inheritance in fee simple of
and in all and singular the said Hereditaments and Premises within
38 particularly mentioned with the appurtenances without any Condition,
Trust, power of revocation or limitation of any use or uses or any other
matter, cause or thing to alter, change, charge, incumber, defeat or make
39 void the same. And also that for and notwithstanding any such act,

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40 matter or thing as aforesaid, they, the said **Earl of Moira** and **Charles**
41 **James**, have in themselves, or one of them, hath in himself good right, full
power and lawful and absolute authority to release, grant and convey all
and singular the said Hereditaments and all and singular the premises
hereby before granted and released or mentioned and intended so
42 to be and every part or parcel thereof with the appurtenances unto and to
the use of the said **Sir Walter Stirling**, his Heirs and Assigns, according to
the true intent and meaning of these presents. And also that he, the said
43 Sir Walter Stirling, his Heirs and Assigns, shall and may, from time to time
and at all times for ever hereafter, peaceably and quietly, have, hold, use,
occupy, possess and enjoy all and singular the said Hereditaments and
premises with the appurtenances, and every part and parcel thereof,
without the lawful let, suit, trouble, hindrance, molestation, eviction or
disturbance of them, the said Earl of Moira and Charles James, or either of
44 them,
their or either of their Heirs or assigns or of any other person or persons

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- lawfully claiming or to claim by, from or under them either or any of them
and that free and clear and freely and clearly and absolutely
45 acquitted, exonerated and discharged or otherwise by the said Earl of
Moira, his Heirs, Executors and Administrators, well and sufficiently
saved, kept harmless and indemnified of, from and against all and all
manner
- 46 of former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages,
Jointures, Dowers, Right and Title of Dower, Uses, Wills, Intails, Trusts,
Fines, Bonds, Recognizances, Extents, Judgements, Rents and Arrears of
Rents and all
- 47 Debts and Legacies and, of and from, all other charges, Estates, Rights,
Titles, Troubles and Incumbrances, whatsoever)¹¹³, had made, done,

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another “)” without the opening bracket having been found

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committed or suffered by the said Earl of Moira or Charles James or either
of them, their,
48 or either of their, Heirs or any other person or persons rightfully claiming or
to claim by, from or under them either or any of them. **And further** that,
to the said Earl and his Heirs and all and every other person and
49 persons and his and their Heirs having or lawfully claiming or that shall or
may hereafter claim any Estate, Right, Title, Trust or Interest of, in or to
the said Hereditaments and Premises hereby before granted and released
50 or any part thereof by, from or under the said **Earl of Moira** and **Charles**
James, or either of them, shall and will from time to time and at all times
hereafter upon the reasonable request and at the proper costs and
51 charges in the Law of the said **Sir Walter Stirling**, his Heirs or Assigns,
make, do, acknowledge and execute or cause or procure to be made, done,
acknowledged and executed all and every such further and other lawful
52 and reasonable act and acts, thing and things, conveyanced and
assuranced in the Law whatsoever for the further better and more perfect

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granting, conveying, releasing, confirming an assuring of all and singular
the

53 Hereditaments and Premises aforesaid with the appurtenances and every
part and parcel thereof unto the said Sir Walter Stirling, his Heirs and
Assigns, for ever as aforesaid as by the said Sir Walter Stirling, his Heirs
and

54 Assigns, or his or their Counsel learned in the Law, shall be reasonably
advised, devised or required. *In witness* whereof the said parties to
these presents have hereunto set their hands and seals the day and year
first

55 above written.

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Moira (seal)

Charles James (seal)

Received on the Day and Year first above written of and from }
the above named Sir Walter Stirling the sum of Ten thousand, three }
hundred and fifty pounds being the Consideration money above mentioned }
to be paid by him to me, As Witness my Hand }

Moira

Witness

Thos. Hill Mortimer

Sealed and Delivered by the above named }
Francis, Earl of Moira and Charles James }
in the presence of }

Thos. Hill Mortimer

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on back of document:

Received the Day and Year first written of and from
the within named John Taylor, Thomas Taylor and Clement Taylor, the

}

}

£50

0

Sum of five hundred pounds being the full Consideration Money within
mentioned to be paid by them to me

}

}

Witness:

William Taylor

Rich. Crow

In. Lake

Sealed and **Delivered** by the within named William Taylor
and Thomas Romball (being first duly stamped) in the
Presence of

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Lease 7th December 1809; Sir Walter Stirling and Horace Watson
Document 1809

Rich. Crow

In. Lake, Clerk to Mr. Crow

On outside:

Sir Walter Stirling,	}	
Bart	}	
to	}	Lease
Horace Watson, Esq.	}	

This Indenture

made the seventh day of December in the fiftieth
year of the Reign of our Sovereign Lord George the
third by the Grace of God of the
United Kingdom of Great Britain and Ireland King,

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Lease 7th December 1809; Sir Walter Stirling and Horace Watson
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Defender of the Faith and in the year of our Lord
one thousand eight hundred

3 and nine. **Between *Sir Walter Stirling*** of
Shoreham in the County of Kent, Baronet, of the
one part, and

4 ***Horace Watson*** of ***Finchley*** in the County of
Middlesex, Esquire, of the other part.

5 **Witnesseth** that for and in
consideration of the yearly Rents, Covenants and
Agreements hereinafter reserved and contained on
the part and behalf of the
6 said Horace Watson, his executors, administrators
and assigns, to be paid, kept done and performed,
He, the said Sir Walter

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Lease 7th December 1809; Sir Walter Stirling and Horace Watson
Document 1809

- 7 Stirling **Hath** demised¹¹⁴, leased, set and to farm, let and by these
presents **Doth** demise, lease, set and to farm, let unto the said Horace
Watson, **All** that Messuage, Farm house and Tenement called
8 **Dunstalls** with all Houses, Barns, Stables, Outhouses, Buildings, Yards,
Gardens and Orchards thereunto belonging. And also all the several
Closes of Arable, Meadow, Pasture Ground, Wood, Wood Grounds
9 and Coney Grounds to the said Messuage, Farm house and Tenement
likewise belonging and therewith now or later held, used and enjoyed as
part, parcel or member except the whole of **Gold Hill Field** on which a New
built
- 10 Messuage has been lately erected and built and also except such parts of
Gold Field Hill and **Shoulder of Mutton Fields** as are below the **Military?**

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“demised” can mean “transferred”

Lease 7th December 1809; Sir Walter Stirling and Horace Watson
Document 1809

- 11 *Road* in the Occupation of *Richard Frederick Thompson*¹¹⁵ and also except
seventeen acres which are demised with certain other Premises called the
Maggie Farm, the remainder of which said Premises contain, by an
estimation lately made, then of two hundred and seventy five acres¹¹⁶, be
the
- 12 same more or less, situate, lying and being in the parishes of *Shoreham*,
Eynsford and *Otford*, or in some or one of them, in the county of Kent,
formerly in the occupation of *Thomas Broomfield*, *William Round* and
Michael

¹¹⁵ ten months later, in the lease of October 1810, this was William
Frederick Thompson

¹¹⁶ the two Gold Hill Fields and the Shoulder of Mutton Fields total
33.5 acres; subtracting this from the total of 316 acres for all
Dunstalls land leaves 282.5 acres

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Lease 7th December 1809; Sir Walter Stirling and Horace Watson
Document 1809

13 **Wood**, since of **John Russell**, afterwards of **John Smith**, then of **Robert**
Blandford, since of **Robert Jones** and of **Richard Frederick Thompson** and
now or late in the Tenure or occupation of the said Robert Jones. **And**
14 **also all** those Little Cottages or Tenements situate near the said
Messuage and Farm house with the yards and Gardens thereto
respectively belonging, late in the Tenure or Occupation of John Russell
and
15 late of the said John Smith or by whatsoever Name or Names, quantities,
number of acres, descriptions or other certainties the said Messuages or
Tenements, farm Lands, Cottages, Hereditaments
16 and Premises or any Part thereof now are, or at any time heretofore usually
have or hath been called, known or described, Together with all Houses,
Outhouses, Edifices, Buildings, Barns, Stables, Ways, Paths, Passages
17 except along the Lane near the new built House in Gold Hill Field
beginning from the Turnpike Road leading from Eynsford to Otford and
proceeding between Gold Hill and Shoulder of Mutton Fields,

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- 18 waters, water courses, lights, easements, commons, profits, commodities,
advantages, Hereditaments, Rights, Members, Privileges and
appurtenances whatsoever to the said Premises hereby demised, or
intended so
- 19 to be or any part thereof belonging, or in any wise appertaining, Subject
Nevertheless to free liberty to the said **Sir Walter Stirling**, his Heirs or
Assigns, fowling, Hunting, Hawking, Coursing and otherwise Sporting
- 20 in, over and upon the said demised Premises, or any part thereof, and of
ingress, egress and regress to and for the said Sir Walter Stirling, his Heirs
and Assigns, and his and their Gamekeeper, Guest, Stewards and
- 21 others, with his and their leave, in, over and upon the said demised
Premises, and every part thereof, for the purposes aforesaid, doing no
damage to the said **Horace Watson**, his executors, administrators or
Assigns,
- 22 And also except and always reserved all manner of Timber and Timbers,
like Trees which now are standing, growing and being in and upon the

Lease 7th December 1809; Sir Walter Stirling and Horace Watson
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said demised Premises. ***To have and to hold***

- 23 the said Messuages or Tenements, Cottages, Farm Lands, Hereditaments
and all and singular other the Premises hereby demised, except as before
excepted, unto the said Horace Watson, his executors, admors.
24 and Assigns from the twenty ninth day of September last past for and
during and unto the full end and Term of ***Forty four Years***.from thence
next ensuing and fully to be complete and ended
25 but subject Nevertheless to the Rents, Reservations, Provisos, Conditions,
Stipulations, Restrictions, Covenants and Agreements hereinafter
mentioned and contained. ***Yielding and Paying***
26 therefore yearly, and every year during the first nine years of the said
Term, or the continuance thereof, unto the said Sir Walter Stirling, his
Heirs or Assigns, the rent or sum of ***Two hundred and eighty***
27 ***Pounds*** of lawful money of Great Britain, payable quarterly (that is to say)
on the twenty fifth day of December, twenty fifth of March, twenty fourth

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28 of June and the twenty ninth day of September in every year, by even
and equal portions and clear of all taxes, deductions and out goings
whatsoever, the Land tax and quit rent only excepted, the first quarterly
payment thereof to begin, and be made, on the twenty fifth day of
December next

29 ensuing the date hereof. *And also Yielding and Paying* after the
expiration of the first nine years of the said Term of forty four years and
during the next fourteen years of the said term, the further yearly

30 sum of Forty six pounds thirteen shillings and four pence, making the Sum
Three hundred and twenty six pounds thirteen shillings and four pence, on
the days and times aforesaid. *And also Yielding and Paying*

31 during the continuance of the remaining twenty one years of the said term
of forty four years a further increased yearly rent of forty six pounds,
thirteen shillings and four pence increasing the yearly sum of three
hundred and seventy three pounds, six shillings

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32 and eight pence on the days and times before reserved as aforesaid. **And**
the said **Horace Watson**, for himself, his Heirs, executors, administrators
and assigns, doth Covenant, promise and agree, to and with the said **Sir**
33 **Walter Stirling**, his Heirs and Assigns, by these presents that he, the said
Horace Watson, his Executors, Administrators and Assigns, shall and will,
well and truly, pay or cause to be paid unto the said Sir Walter Stirling
34 his Heirs and Assigns, the said several yearly Rents or Sums of money
hereby reserved or made payable as and when the same shall respectively
become due at such times respectively and in such manner as are
hereinbefore limited for payment
35 thereof and according to the true intent and meaning of the Presents and
also shall and will, from time to time and at all times during the
continuance of this Demise?, at his and their own proper Costs and
Charges, bear, pay
36 and discharge all and all manner of rates, taxes, charges, assessments and
impositions whatsoever, as well ordinary as extraordinary, which by

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Authority for a ?? or otherwise howsoever, shall and may, at any time or
times hereafter, be laid, rated, taxed, charged
37 or imposed upon, in, for or in respect of the said demised Premises, or any
part thereof, or on the Occupier of the same in respect thereof (save with
respect to the Land tax which it is hereby agreed shall, from time to time,
38 and at all times during this demise, be paid or allowed by the said Sir
Walter Stirling, his Heirs and Assigns. And also that he, the said Horace
Watson, his executors, admors. and Assigns, shall and will at all times
during
39 the continuance of this demise, use, order and manage the said Demised
Premises in a good and Husbandlike manner and at his and their own
Costs and Charges, well and sufficiently, support, repair, ??, maintain,
uphold,
40 cleanse, amend and keep the said Messuages or Tenements and All and
Singular the Premises hereby demised. And also all new Erections and
Buildings which may hereafter be erected and built during this demise

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and also

- 41 all Walls, Penfolds, Hedges, Ditches, Gates, Stiles, Tunnels, Drains,
Watercourses, Mounds, Banks, Bridges and Fences thereto belonging in,
by and with all and all manner of needful and necessary reparations and
amendments
- 42 whatsoever, when, where and as often as occasion shall be or require,
Damage by Fire or Tempest only excepted upon Being allowed, rough
Timber for that purpose within two Miles of the said Premises and also
that the said **Horace Watson**,
- 43 his executors, admors. or Assigns, shall not cut or fell any Timber or
Timberlike Trees now standing and growing, or hereafter to be standing
and growing, on the said Premises and that He and they shall, at the end
of the expiration or other sooner
- 44 determination of this demise, Leave and yield unto the said **Sir Walter
Stirling**, his heirs or Assigns, all the said demised Premises, with the
Appurtenances, in such good and Tenantable repair, order and condition

The Wood Family & Land called Dunstalls

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Lease 7th December 1809; Sir Walter Stirling and Horace Watson
Document 1809

as aforesaid

page 2:

So as he, or they, may enter into and upon the same without any suit, hindrance, molestation or disturbance whatsoever and also all the muck, dung
2 and compost, which shall be made on the said demised Premises in the last years of the said term, shall and will leave and yield up in the Yards,
3 of the said demised Premises in an husbandlike manner, cast into heaps in due time to and for the use and benefit of the said **Sir**
Walter Stirling,
4 his heirs or Assigns, or any succeeding or incoming tenant and without any allowance for the same and that the said Horace Watson, his executors, administrators and assigns,
5 shall and will, at the end, expiration or other sooner determination of this

The Wood Family & Land called Dunstalls

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Lease 7th December 1809; Sir Walter Stirling and Horace Watson
Document 1809

Demise, leave and yield up to the said Sir Walter Stirling, his heirs and assigns, or to such incoming

6 Tenant as he or they shall nominate or appoint the said demised Premises under such Cultivation and in such reparations and in such manner as is hereinafter mentioned

7 and described, that is to say, thirty four acres, little more or less, part thereof which shall have been laid down in husbandlike manner, two years after a Summer

8 fallow, with Cinque foil, forty four acres, little more or less, other part thereof, with Rye Grass and Trefoil of the preceding Spring sowing, fourteen acres, little more or less, with

9 Clover of the preceding Spring sowing, thirty acres, little more or less, of the Summer fallow, forty five acres, little more or less, of Wheat, Stubble and the residue of the

10 said demised Premises of barley, oat or bean stubble, or seeds, the said

The Wood Family & Land called Dunstalls

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Lease 7th December 1809; Sir Walter Stirling and Horace Watson
Document 1809

fallow and also so much of the said land as shall be so left in seeds to be paid for by the said Sir

11 Walter Stirling, his heirs or assigns or his or their incoming tenant at a fair valuation. *And further* that the said *Sir Walter Stirling*, his heirs or assigns or any

12 incoming tenant whom he, or they, shall nominate or appoint, shall and may be at liberty on the last year of the said term, to enter upon such part or parts of the

13 said demised premises as shall be sown with barley and oats and, at the time of sowing the same for him, the said Sir Walter Stirling, his heirs or assigns or any

14 incoming Tenant as aforesaid, to sow the same with Clover, or other Grass Seeds to be harrowed in by the said Horace Watson, his Executors, Administrators or

15 Assigns, as aforesaid, with his barley or oats, and also in such last years as aforesaid (with the like privilege) to enter upon such part or parts of the

The Wood Family & Land called Dunstalls

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Lease 7th December 1809; Sir Walter Stirling and Horace Watson
Document 1809

said

- 16 demised premises which shall have produced Clover, beans, pease or
other pulse, from and after the tenth day of October, in order to prepare
and sow the same
- 17 with wheat or any other Seeds and also, in such last year as aforesaid,
with the like priviledge¹¹⁷, to enter upon such part or parts of the said
demised premises as
- 18 shall have produced Turnips, Coal seeds or Cabbages, as soon as the same
shall have been eaten off, in order to prepare and sow the same with
Spring Corn or
- 19 otherwise and also in such last year, as aforesaid, with the like privilege to
enter upon such part or parts of the said demised Premises as shall have
- 20 produced a Crop of White Grain, at any time after the first day of January

117

“d” included here but not in lines 15 or 19

Lease 7th December 1809; Sir Walter Stirling and Horace Watson
Document 1809

21 then last past, in order to plough and prepare the same for a Fallow or
22 otherwise. **And** the said Horace Watson doth hereby further covenant
23 and agree to and with the said Sir Walter Stirling, his heirs or assigns, and
24 he, the said Horace Watson, his executors, Administrators and assigns,
25 shall and will put and order the Woodland hereby demised according to
26 the coum? of the
Country and not under ten years growth at the least and shall give ten
days notice before such cutting to the said Sir Walter Stirling, his heirs or
Assigns, and
shall also permit the said Sir Walter Stirling, his heirs and Assigns, to enter
on the said Premises to mark the Standiles, Tellers and Waivers and
shall, when so marked, preserve the same from damage. **And** it is hereby
further agreed by and between the said Sir Walter Stirling and Horace
Watson
that he, the said Horace Watson, his Executors, Administrators or Assigns,
shall be paid by the said Sir Walter Stirling, his heirs or Assigns or

Lease 7th December 1809; Sir Walter Stirling and Horace Watson
Document 1809

27 his or their incoming Tenant, the value of such underwood at the time of
the expiration of this Demise (The Tellers/Waivers and Standells
excepted).

28 ***Provided always*** and these Presents are upon this express Condition
nevertheless that, if the said yearly rents or Sums hereby reserved, or any
of them or any

29 part thereof, shall be behind and unpaid by the space of twenty one days
next after any of the days or times hereinbefore limited or appointed for
the payment

30 thereof respectively as aforesaid being lawfully demanded contrary to the
true intent and meaning of the reservation thereof and of these Presents, it
shall and may be lawful to and

31 for the said Sir Walter Stirling, his heirs or assigns, into or upon the said
demised premises, or any part thereof, in the name of the whole wholly to
reenter and the same from

32 thenceforth to have again, repossess and enjoy in his and their former

The Wood Family & Land called Dunstalls

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Lease 7th December 1809; Sir Walter Stirling and Horace Watson
Document 1809

Estate and the said Horace Watson, his Executors, Administrators or
Assigns, and all Undertenants thereof,
33 thereout and from thence utterly to expel, put out and ?? this Indenture or
any thing herein contained to the contrary in any wise notwithstanding .
And further also that he, the said
34 Horace Watson, his executors, admors. and assigns, shall and may have
the Use of the Barn and Stack Yards belonging to the said Premises until
the Midsummer succeeding the last year of the
35 said term in order for him, or them, to thresh out and carry away his, or
their, neat or dressed Grain which shall be then remaining upon the said
demised premises. **And** the said Sir Walter
36 Stirling doth hereby for himself, his Heirs and Assigns, covenant, promise
and agree to and with the said Horace Watson, his Executors, Admors and
Assigns, by these Presents in manner following,
37 that is to say, that he, the said Sir Walter Stirling, his heirs and assigns,

The Wood Family & Land called Dunstalls

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Lease 7th December 1809; Sir Walter Stirling and Horace Watson
Document 1809

shall and will during the continuance of the said Term hereby granted,
allow the said Horace Watson, his Executors,
38 Administrators and Assigns, rough Timber for the necessary repairs of all
Erections and Buildings, gates, posts, pales, rails and stiles which now are
or during this demise shall be erected or built,
39 such Timber to be provided and got within two miles of the said demised
premises. And also that it should and may be lawful to and for the said
Horace Watson, his Executors, admors and assigns, upon
40 paying the said rents and performing and keeping and fulfilling all the
covenants and provisos, stipulations or agreements herein reserved and
contained and which, on his or their parts and
41 behalfts. ought to be paid, done, observed, performed, fulfilled and kept
according to the purport, true intent and meaning of these Presents, shall
and may, peaceably and quietly, have, hold
42 and enjoy the said Messuages, farm, lands, tenements, hereditaments and
premises hereby demised or intended so to be with the Appurtenances for

The Wood Family & Land called Dunstalls

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Lease 7th December 1809; Sir Walter Stirling and Horace Watson
Document 1809

and during the said term of forty four

43 years, and every part thereof, without any let, suit or interruption
whatsoever of, from or by the said Sir Walter Stirling, his heirs or assigns,
or any person or persons whomsoever lawfully
44 claiming or to claim under or in trust for him, them or any of them. And
lastly it is hereby declared and agreed that, in case the said **Horace**
Watson. his executors, admors or assigns, shall be minded
45 and desirous to have and continue the possession of the said Premises at
the end of the said term of forty four years for twenty one years longer than
the term hereby granted, at the rent
46 of three hundred and seventy three pounds six shillings and eight pence a
year and thereof shall give notice in writing to or have the sum at the then
dwelling house of the said Sir Walter
47 Stirling, his heirs or assigns, twelve calendar months before the expiration

The Wood Family & Land called Dunstalls

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Lease 7th December 1809; Sir Walter Stirling and Horace Watson
Document 1809

48 of the said forty four years hereby granted that then, and in such case, and
upon payment to the said Sir Walter Stirling, his heirs or
assigns, of the Sum of five hundred pounds, the said Sir Walter Stirling, his
heirs or assigns, shall and will grant a new Lease of the said premises to
the said Horace Watson, his Executors, Admors and Assigns, for twenty
one

49 years longer to commence at the expiration of these Presents. **In**
Witness whereof the said Parties to these Presents have hereunto set
their hands and seals the day and year first above written.

Walter (seal) Stirling

Horace (seal) Watson.

On outside:

The Wood Family & Land called Dunstalls

232

Lease 7th December 1809; Sir Walter Stirling and Horace Watson
Document 1809

Sealed and delivered being first }
being first duly stamped in the }
presence of

James Holmes

There are three further documents concerned with the land called Dunstalls. This land is mentioned by name only in:

1810-4 Lease for a year 22nd October 1810
between Sir Walter Stirling and Sir Thos. Theophilus Metcalfe, George Abercrombie Robinson, Sir Richard Carr Glyn and Joseph Dorin.

But the other two:

1810-5 Mortgage 23rd October 1810
between Sir Walter Stirling and Sir Thos. Theophilus Metcalfe, George Abercrombie Robinson, Sir Richard Carr Glyn and Joseph Dorin

1814-1 Indenture 12th October 1814
Between George Abercrombie Robinson, Sir Richard Carr Glyn, Joseph Dorin and Sir Walter Stirling

seem to be concerned with the same land, particularly since the indenture dated 1814 is written on the back of the Mortgage of 1810. Both 1810-4 and 1814-1 had

The Wood Family & Land called Dunstalls

234

Lease and Mortgage 1810; Indenture 1814

spaces left for the day and month which were added later.

There is a copy of the Mortgage but this does not include the Indenture of 1814. It is titled "Counterpart" and is presumably the copy made for the other party.

On outside:

Sir Walter Stirling, Bart.

to

Sir Thos. Theophilus Metcalfe,
Bart. and others

}
}
}
}

Lease for a year

This Indenture¹¹⁸

2

made the twenty second day of October in the year of our Lord one thousand eight hundred and ten. ***Between Sir Walter Stirling*** of ***Shoreham*** in the County of Kent, Baronet, of the one part, and ***Sir Thomas Theophilus***

Lease 1810: Document 1810-4

3 *Metcalfe* of *Portland* in the County of
Middlesex, Baronet, **George Abercrombie**
4 *Robinson* of *Rockampton*
in the county of Surrey xx xx¹¹⁹ Esquire, **Sir**
Richard Carr Glyn of *Arlington Street* in the
5 said County of Middlesex,
Baronet, and **Joseph Dorin** of *Bockley Street, Portman Square* in the
said County of Middlesex, Esquire, four of the Trustees of the **Globe**
6 **Witnesseth** that for and in consideration of five shillings, of
lawful money of the United Kingdom of Great Britain and Ireland
current in Great Britain, to the
7 said Sir Walter Stirling in hand paid by the said Thomas Theophilus

119

“Rockhampton in the county of Surrey” added later with
“squiggles” added to fill the extra space

Lease 1810: Document 1810-4

Metcalfe, George Abercrombie Robinson, Sir Richard Carr Glyn and
Joseph Dorin at or before the ensealing and delivery of
8 these presents the script whereof is hereby acknowledged S??¹²⁰, the said
Sir Walter Stirling ***hath*** bargained and sold and by these Presents ***Doth***
bargain and sell unto the said Sir Thomas Theophilus Metcalfe,
9 George Abercrombie Robinson, Sir Richard Carr Glyn and Joseph Dorin
All that Messuage, Farm house and Tenement, now or herebefore
commonly called or known by the name of ***Dunstalls***, otherwise ***Shoreham***
Hill
10 and all Outhouses, Edifices, Buildings, Barns, Stables, Yards, Gardens and
Orchards thereunto belonging or appertaining or therewith now, or
heretofore, holden, used, occupied or enjoyed as part, parcel or member
thereof.

120

this three letter word occurs, in the same context, in line 18 of
the mortgage document of 1810

- 11 And all those several Closes, Pieces or Parcels of Arable meadows and
pasture land, wood, woodgrounds and Coney grounds to the said
Messuage, Farm house and Tenement belonging or appertaining or
therewith
- 12 now or heretofore holden, used, occupied or enjoyed containing, in the
whole by estimation or survey thereof sometime since made or taken,
three hundred and sixteen acres or thereabouts, be the same more or less
and
- 13 situate, lying and being in the several parishes of *Shoreham, Eynsford* and
Otford, or in some or one of them, in the county of Kent, and heretofore in
the tenure or occupation of *Thomas Broomfield, William Round*
- 14 and *Michael Wood*, or some or one of them, afterwards of *John Russell* and
John Smith or their respective Tenants or Undertenants. Afterwards of
Robert Blandford, his undertenants or Assigns and which
- 15 premises, except about seventeen acres, are now in the tenure or

occupation of *Robert Jones* and of *William Frederick Thompson*¹²¹, their undertenants or assigns under a Lease bearing date the twelfth day of July One

16 thousand, eight hundred and five, whereby the same premises were demised to them in moietied¹²² for the term of forty nine years at the yearly rents therein mentioned and which said seventeen Acres of
17 Land are now in the tenure or occupation of the said Robert Jones, his undertenants or assigns, under a Lease bearing the date the thirtieth day of October one thousand, eight hundred and four Whereby the
18 same, with other Hereditaments, were demised to the said Robert Jones for the Term of Thirty years at the rent of forty five pounds. And all which several Closes or pieces or parcels of Land or

121 ten months earlier, in the lease of December 1809, this was Richard Frederick Thompson

122 presumably a variation of "moiety" - a half portion

19 meadow and pasture Land, Wood, Woodground and Coney grounds now
are, or heretofore have been, called and known by the several and
respective names of and the same, together with the said Orchards and
20 Gardens and the Scite of the said Farm house and the Roads and Waste
thereof or thereunto belonging, do contain, according to a late or modern
survey or estimate thereof, the several or respective quantities
21 or number of Acres mentioned and expressed as follows (that is to say) All
that Farm house, Orchards and Gardens containing three Acres, two
Roods and twenty-nine perches¹²³. And all that Close commonly called
22 or known by the name the **Six Acre Field** containing Six Acres, three Roods

123

a rood (or rod), pole or perch could be a linear or square measure with their actual value varying, often locally. Here it would seem that a rood and a perch had different values, possibly 0.25 acres and about 30 sq. yds, respectively. This would give the total area of about 3.68 acres. The areas in acres of the other fields, etc. are given in the Summary of this lease - see Summary 1804.

and six perches. And also all that Close commonly called or known by the name of the **Kitchen Field** containing thirteen acres and three roods.

23 And also all that other Close commonly called or known by the name of **Pound Field** containing Sixteen acres, one Rood and thirty-six Perches.

24 And also that other Close commonly called or known by the name of **East Field** containing fifteen acres, one rood and thirty-five perches. And

also all that other Close commonly called or known by the name of **White Ways Field** containing Seventeen Acres and thirty perches. And also
25 all that other Close commonly called or known by the name of **Well Field** containing Eleven acres. And also all that other Close commonly called or

known by the name of **Great Ponder's Field** containing Fifteen Acres
26 and one perch. And also all that other Close commonly called or known by the name of **Little Ponder's Field** containing Ten Acres, one rood and thirty two perches. And also all that other Close commonly called

27 or known by the name of **Little Twenty Acre Field** containing twelve Acres, two roods, and fifteen perches. And also all that other Close commonly called or known by the name of **Willis Field** containing four

- acres,
- 28 two roods and thirteen perches. And also all that other Close commonly called or known by the name of **Further North Field** containing eight acres, one rood and twenty six perches. And also all that other Close commonly called
- 29 or known by the name of **Middle North Field** containing nine acres, two roods and seventeen perches. And also all that other Close commonly called or known by the name of **Great North Field** containing fourteen
- 30 acres, three roods and thirty perches and also all that other Close commonly called or known by the name of **Little Barn Field** containing nine acres and twenty-six perches. And also all that other Close commonly called
- 31 or known by the name of **Great Barn Field** containing thirteen acres and thirty-eight perches. And also all that other Close commonly called or known by the name of **the Two Acres** containing two Acres, one rood and six perches.

- 32 And also all that other Close commonly called or known by the name of **Little White Hill** containing Seven acres, Three roods and sixteen perches. And also all that other Close commonly called or known by the name of
- 33 **Great White Hill** containing, by estimation, Eleven Acres and nineteen perches. And also all that other Close commonly called or known by the name of **Slip** containing Two acres and ten perches. And also all that other
- 34 Close commonly called or known by the name of **Great Baggles** containing Nine acres and twenty-four perches. And also all that other Close commonly called or known by the name of **Little Baggles** containing Eight acres.
- 35 And also all that other Close commonly called or known by the name of the **Shoulder of Mutton Field** containing Ten acres, one rood and two perches. And also all that other Close commonly called or known by the name of
- 36 **Hither Gold Hill** containing Eleven acres, one rood and twenty-eight perches. And also all that other Close commonly called or known by the

name of *Further Gold Hill* containing Eleven Acres, three roods and

- 37 twenty-five Perches. And also all that other Close commonly called or known by the name of the *Six Acre Field* containing six Acres and twenty-three perches¹²⁴. And also all that other Close called the *Shaw*¹²⁵ containing
- 38 One rood and twenty-seven perches. And also that other Close commonly called or known by the name of *Friezeland Shaw* containing Two Acres, one rood and thirty eight perches. And also all that other Close commonly
- 39 called or known by the name of *Pound Field Shaw* containing Two acres, one Rood and six perches. And also all that other Close commonly called or known by the name of the *East Field Shaw* containing One acre, one

124 from its area this is a different one from the Six Acre Field mentioned in line 19

125 a small wood

40 rood and thirty four perches. And also all that other Close commonly
called or known by the name of **White Ways Shaw** containing Two acres,
one rood and fourteen perches. And also all those two other Closes
41 commonly called or known by the name of **Shaw Fields** containing one
acre and thirty-four perches, the other containing Three roods and
seventeen perches. And also all that other Close called or known by
42 the name of the **Willis Shaw** containing One Acre and three roods. And
also all that other Close commonly known by the name of the **North Field
Shaw** containing four acres, two roods and five perches. And also
43 all that other Close commonly called or known by the name of **the Shaw**
containing one rood and twenty four perches. Together with the roads
and waste grounds containing Two acres and thirty perches or by
whatsoever
44 other names or name, quantities, qualities or number of acres the said
Messuage, Farm house and Land now are, or at any time heretofore have
been called or known. And also all those other two small Cottages or

Tenements

- 45 situate near to the said Messuage or Farm house with the yards and
Gardens thereunto respectively belonging or appertaining, heretofore in
the several tenures or occupations of *William Brookham* and ¹²⁶
46 afterwards in the tenure or occupation of the said *John Russell* and now, or
late of his undertenants or Assigns, Together with all and singular houses,
outhouses, edifices, buildings, barns, stables, coach
47 houses, Cottages, Yards, Gardens, Orchards, Backsides, Lofts, Lands,
Meadows, Pastures, Commons, Common of Pasture, Common of

Turbarry¹²⁷, Mines, Minerals, Quarries, Furzes¹²⁸, Trees, Wood, Underwood,
Coppices and the ground
48 and soil thereof, mounds, fences, hedges, streets, ways, waters,
watercourses, privileges, easements, profits, commodities, hereditaments
and appurtenances whatsoever to the said Messuage or Tenement, Farm,
Lands, Hereditaments and
49 Premises belonging, or in any wise appertaining or with the same. or any
of them respectively, now or at any time heretofore, demised, leased, held,
used, occupied or enjoyed or accepted, reputed, seemed taken or known as
part, parcel or
50 member of them, or any part of them or appurtenant thereunto with their,
and every of their, Appurtenances. And the reversion and reversions,
remainder and remainders, yearly and other rents, issues and profits of all

¹²⁷ the right to take peat from another's ground

¹²⁸ furze - gorse; what this was used for is nor known

and singular the messuage,
51 tenement, hereditaments and premises hereby bargained and sold or
intended so to be. ***To have and to hold*** the said messuage or
tenement, farm house, hereditaments and all and singular other the
premises hereby bargained and sold or expressed and intended
52 so to be, with their appurtenances, unto the said ***Sir Thomas Theophilus
Metcalf, George Abercrombie Robinson, Sir Richard Carr Glyn and Joseph
Dorin***, their Executors, Administrators and Assigns, from the day next
before the day of the date of these presents for and during and
53 unto the full and ?? term of one whole year. ***Yielding and Paying***
therefore unto the said ***Sir Walter Stirling***, his heirs or assigns, the rent of
one pepper corn at the end of the same Term if the same shall be lawfully
demanded. To the intent and purpose
54 that, by virtue of these presents and the Statute for transferring uses into
possession, the said Sir Thomas Theophilus Metcalf, George Abercrombie
Robinson, Sir Richard Carr Glyn and Joseph Dorin may be in the actual
possession of the said premises hereby bargained and sold and so

- 55 thereby enabled to accept and take a Grant and Release of the reversion
and inheritance of the same premises to them, the said Sir Thomas
Theophilus Metcalfe, George Abercrombie Robinson, Sir Richard Carr Glyn
and Joseph Dorin, their heirs and assigns. To, for and upon such uses,
trusts,
56 intents and purposes as shall be thereof mentioned, expressed and
declared in and by one indenture already prepared and intended to bear
date the day next after the day of the date of these presents and to be
made between the said persons as are parties to these presents.
- 56 **In Witness** whereof the said Parties to these Presents have hereunto set
their hands and seals the day and year first above written.

Walter (seal) Stirling

On outside:

The Wood Family & Land called Dunstalls

250

Lease 1810: Document 1810-4

Sealed and delivered being first }
being first duly stamped in the }
presence of

James Holmes

The Wood Family & Land called Dunstalls

251

Mortgage 1810

Document 1810-5

On outside:

Sir Walter Stirling, Bart.	}	Mortgage to Secure an
to	}	Amount opened by the Globe
Sir Thomas Theophilus	}	Insurance Company with Messrs.
Metcalfe, Bart. and others	}	Hodsell Stirling and Co.

lines 39 (page 1) to 37 (page 2) are almost an exact copy of lines 13 to 50 of the Lease of 1810 written the day before (22nd October) - document 1810-4

This Indenture¹²⁹ made the twenty third day of October in the fiftieth year of the Reign of our Sovereign Lord

Mortgage 1810

Document 1810-5

2

George, the

Third by the Grace of God of the United
Kingdom of Great Britain and Ireland King,
Defender of the

3

Faith and in the year of our Lord one thousand
eight hundred and ten. *Between Sir Walter*

4

Stirling of *Shoreham* in the County of Kent,
Baronet, of the one part, and *Sir Thomas*
Theophilus

5

Metcalf of *Portland* in the County of Middlesex, Baronet,
George Abercrombie Robinson of *Rockampton* in the county
of Surrey

Mortgage 1810

Document 1810-5

6 xx xx¹³⁰ Esquire, **Sir Richard Carr Glyn** of **Arlington Street**
7 in the said County of Middlesex, Baronet, and **Joseph**
8 **Dorin** of **Bockley Street, Portman Square** in the said County of Middlesex,
9 Esquire, (four of the Trustees of the **Globe Insurance Company**) of the other
10 part.
8 **Whereas** the said Sir Walter Stirling is seized of, or intitled to, the
9 Messuage or Tenement and other Hereditaments hereinafter particularly
10 mentioned and
intended to be hereby granted and released, with their Appurtenances, for
an Estate of Inheritance in fee simple in possession. **And whereas** the
said
Sir Walter Stirling, having been appointed one of the Treasurers of the said

130

“Rockhampton in the county of Surrey” added later with
“squiggles” added to fill the extra space

Mortgage 1810

Document 1810-5

Globe Insurance Company, an Account¹³¹ had been opened by the said Company

11 with the Banking House of "Hodsoll Stirling & Co."¹³². **And whereas** in
12 order to secure the Repayment and Redelivery of all such sums of
13 Money and Securities as now are, or at any times hereafter, may be placed
14 in the said Banking House of the said Company, or any of
them, the said Sir Walter Stirling hath agreed to make and execute, to the
said Sir Thomas Theophilus Metcalfe, George Abercrombie Robinson, Sir
Richard Carr Glyn and Joseph Dorin, a mortgage of the said Messuage or
Tenement and other Hereditaments in the manner hereinafter expressed.

131 the paper is damaged and only "Ac" can be read

132 " " in document

Mortgage 1810

Document 1810-5

- 15 ***Now this Indenture Witnesseth*** that in pursuance and performance
of the said Agreement in this behalf and in Consideration of the Promises
16 and for and in Consideration of the sum of ten shillings, of lawful money of
Great Britain, to the said Sir Walter Stirling paid by the said Sir Thomas
17 Theophilus Metcalfe, George Abercrombie Robinson, Sir Richard Carr Glyn
and Joseph Dorin at or immediately before the Sealing and Delivery of
these
18 Presents (the script whereof is hereby acknowledged) S??¹³³, the said Sir
Walter Stirling ***hath*** granted, bargained, sold, released and confirmed
And by these
19 Presents ***Doth*** grant, bargain, sell, release and confirm, unto the said Sir
Thomas Theophilus Metcalfe, George Abercrombie Robinson, Sir Richard

133

this three letter word occurs, in the same context, in line 8 of the
lease document of 1809

Mortgage 1810

Document 1810-5

Carr Glyn

20 and Joseph Dorin (in their actual possession now being by virtue of
Bargain and Sale to them thereof made by the said Sir Walter Stirling in
21 Consideration of five shillings by an Indenture bearing date the day next
before the day of the date of these Presents for the term of one whole
22 year commencing from the day next before the day of the date of the said
Indenture of Bargain and Sale and by force of the Statute made for
23 Transferring uses into possession) and to their Heirs. *All* that Messuage,
Farm house and Tenement, now or heretofore commonly called or known
by the
24 general Name of *Dunstalls*, otherwise *Shoreham Hill* and all Outhouses,
Edifices, Buildings, Barns, Stables, Yards, Gardens and Orchards
thereunto belonging
25 or appertaining or therewith now, or heretofore, holden, used, occupied or
enjoyed as part, parcel or member thereof. And all those several Closes,
Pieces or

Mortgage 1810

Document 1810-5

- 26 Parcels of Arable meadows and Pasture Land, Woods, Wood Grounds and
Coney Grounds to the said Messuage, Farm house and Tenement
belonging or
- 27 appertaining or therewith now or heretofore holden, used, occupied or
enjoyed containing, by Estimation or Survey thereof, some time since
- 38 made or taken, Three hundred and sixteen acres or thereabouts be the
same more or less, situate, lying and being in the several parishes of
Shoreham,
- 39 *Eynsford* and *Otford*, or in some or one of them, in the county of Kent, and
heretofore in the tenure or occupation of *Thomas Broomfield*, *William*
- 40 *Round* and *Michael Wood*, or some or one of them, afterwards of *John*
Russell and *John Smyth* or their respective Tenants or Undertenants.
Afterwards of *Robert*
- 41 *Blandford*, his undertenants or Assigns and which premises, except about
Seventeen acres are now in the tenure or Occupation of *Robert Jones* and

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William

- 42 *Frederick Thompson*¹³⁴, their undertenants or Assigns under a Lease
bearing date the twelfth day of July One thousand, eight hundred and five,
whereby the same
- 43 Premises were demised to them in moietied¹³⁵ for the term of forty nine
years at the yearly Rents therein mentioned and which said Seventeen
- 44 acres of Land are now in the Tenure or Occupation of the said Robert
Jones, his undertenants or Assigns, under a Lease bearing the date the
thirtieth day

¹³⁴ ten months earlier, in the lease of December 1809, this was
Richard Frederick Thompson but William in the lease of 1810

¹³⁵ presumably a variation of "moiety" - a half portion

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45 of October one thousand, eight hundred and four whereby the same, with
other Hereditaments, were demised to the said Robert Jones for the Term
of
46 Thirty years at the Rent of forty five pounds and all which said several
Closes or Pieces or Parcels of Land, Meadow and Pasture Land, Woods,
Wood
47 Ground and Coney Grounds now are, or heretofore have been, called and
known by the several and respective Names of and the same, together
with the said
48 Orchards and Gardens and the Scite of the said Farm house and the Roads
and Waste thereof or thereunto belonging, do contain, according to a late
and Modern
49 Survey or Estimate thereof, the several or respective Quantities or Number
of Acres mentioned and expressed as follows (that is to say) All that Farm
house,

- 50 Orchards and Gardens containing three Acres, two roods and twenty-nine
perches¹³⁶. And all that Close commonly called or known by the name the
Six
- 51 **acre Field** containing Six Acres, three roods and six perches. And also all
that Close commonly called or known by the name of **The Kitchen Field**
containing Thirteen
- 52 acres and three roods. And also all that other Close commonly called or

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a rood (or rod), pole or perch could be a linear or square measure with their actual value varying, often locally. Here it would seem that a rood and a perch had different values, possibly 0.25 acres and about 30 sq. yds, respectively. This would give the total area of about 3.68 acres. The areas in acres of the other fields, etc. are given in the Summary of this lease - see Summary 1804.

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known by the name of **Pound Field** containing Sixteen acres, one Rood and thirty-six

53 Perches. And also that other Close commonly called or known by the name of **East Field** containing fifteen acres, one rood and thirty-five perches.

54 And also all that other Close commonly called or known by the name of **White Ways Field** containing Seventeen Acres and thirty perches.

page 2:

And also all that other Close commonly called or known by the name of **Well Field** containing Eleven acres. And also all

2 that other Close commonly called or known by the name of **Great Ponder's Field** containing Fifteen Acres

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- 3 and one perch. And also all that other Close commonly called or known
by the name of *Little Ponder's Field* containing Ten Acres, one rood and
thirty two
- 4 perches. And also all that other Close commonly called or known by the
name of *Little Twenty Acre Field* containing Twelve Acres, two roods and
fifteen
- 5 perches. And also all that other Close commonly called or known by the
name of *Willis Field* containing four Acres, two roods and thirteen perches.
And
- 6 also all that other Close commonly called or known by the name of *Further
North Field* containing eight acres, one rood and twenty six perches. And
also
- 7 all that other Close commonly called or known by the name of *Middle
North Field* containing nine acres, two roods and seventeen perches. And
also

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- 8 all that other Close commonly called or known by the name of **Great North Field** containing fourteen acres, three roods and thirty perches and also all that
- 9 other Close commonly called or known by the name of **Little Barn Field** containing nine acres and twenty-six perches. And also all that other Close commonly
- 10 called or known by the name of **Great Barn Field** containing thirteen acres and thirty eight perches. And also all that other Close commonly called or known by
- 11 the name of **the Two Acres** containing two Acres, one rood and six perches. And also all that other Close commonly called or known by the name of **Little White**
- 12 **Hill** containing Seven acres, three roods and sixteen perches. And also all that other Close commonly called or known by the name of **Great White Hill** containing, by
- 13 estimation, Eleven Acres and nineteen perches. And also all that other

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Close commonly called or known by the name of *Slip* containing Two
acres and ten
14 perches. And also all that other Close commonly called or known by the
name of *Great Baggles* containing Nine acres and twenty-four perches.
And also
15 all that Close commonly called or known by the name of *Little Baggles*
containing Eight acres. And also all that other Close commonly called or
known by the
16 name of the *Shoulder of Mutton Field* containing Ten acres, one rood and
two perches. And also all that other Close commonly called or known by
the name
17 of *Hither Gold Hill* containing Eleven acres, one rood and twenty-eight
perches. And also all that other Close commonly called or known by the
name of *Further Gold*
18 *Hill* containing Eleven Acres, three roods and twenty-five Perches. And
also all that other Close commonly called or known by the name of the *Six*

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Acre Field

- 19 containing six Acres and twenty-three perches¹³⁷. And also all that other
Close called the ***Shaw***¹³⁸ containing One rood and twenty-seven perches.
And also all
- 20 that other Close commonly called or known by the name of ***Friezeland***
Shore containing Two Acres, one rood and thirty eight perches. And also
all that other
- 21 Close commonly called or known by the name of ***Pound Field Shaw***

¹³⁷ from its area this is a different one from the Six Acre Field
mentioned in line 19

¹³⁸ a small wood often on the side of a hill; an alternative spelling is
"Shore" which is used on the next line although in the Lease of
1810 it is "Shaw".

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- containing Two acres, one Rood and six perches. And also all that other Close commonly
- 22 called or known by the name of the **East Field Shaw** containing One acre, one rood and thirty four perches. And also all that other Close commonly called or
- 23 known by the name of **White Ways Shaw** containing Two acres, one rood and fourteen perches. And also all those two other Closes commonly called or
- 24 known by the name of **Shaw Fields** containing one acre and thirty-four perches, the other containing Three roods and seventeen perches. And also all
- 25 that other Close called or known by the name of the **Willis Shaw** containing One acre and three roods. And also all that other Close commonly
- 26 known by the name of the **North Field Shaw** containing four Acres, two

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27 roods and five perches. And also all that other Close commonly called
or known by the name of **the Shaw** containing one rood and twenty four
perches. Together with the roads and waste grounds containing Two
28 acres and thirty
perches or by whatsoever other names or name, quantities, qualities or
number of acres the said Messuage, Farm house and Land now are, or at
any time
29 heretofore have been called or known. And also all those other two small
Cottages or Tenements situate near to the said Messuage or Farm house
with the yards and
30 Gardens thereunto respectively belonging or appertaining in the several
tenures or occupations of **William Brookham** and ¹³⁹ afterwards in the

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as in the lease of 1810, spaces were left here and on the next line
for a name which was never entered

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- 31 tenure or occupation of the said *John Russell* and now, or late of
his undertenants or Assigns, Together with all and singular Houses,
Outhouses, Edifices,
32 Buildings, Barns, Stables, Coach houses, Cottages, Yards, Gardens,
Orchards, Backsides, Lofts, Lands, Meadows, Pastures, Commons,
Common of Pasture, Common of Turbarry¹⁴⁰,
33 Mines, Minerals, Quarries, Furzes¹⁴¹, Trees, Wood, Underwood, Coppices
and the Ground and Soil thereof, Mounds, Fences, Hedges, Streets, Ways,
Waters, Watercourses, Liberties,
34 Privileges, Easements, Profits, Commodities, Emoluments, Hereditaments
and Appurtenances whatsoever to the said Messuage or Tenement, Farm,
Lands, Hereditaments and Premises

¹⁴⁰ the right to take peat from another's ground

¹⁴¹ furze - gorse; what this was used for is nor known

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35 belonging, or in any wise appertaining or with the same. or any of them
respectively, now or at any time heretofore, demised, leased, held, used,
occupied or enjoyed or accepted,
36 reputed, seemed taken or known as part, parcel or member of them, or any
part of them or appurtenant thereunto with their, and every of their,
Appurtenances. And the reversion and
37 reversions, remainder and remainders, yearly and other rents, issues and
profits of all and singular the Messuage or Tenement, Hereditaments and
Premises hereby granted and released or
38 intended so to be. And all the Estate, right, title, interest, inheritance,
reversion, use, trust, possession, property, claim and demand whatsoever,
both at Law and in Equity, of him, the said *Sir Walter*
39 *Stirling* of, in and to the same promised and every part and parcel thereof.
To have and to hold the said Messuage or Tenement, Farm, Land,
Hereditaments and all and singular
40 other the premises hereby granted and released or expressed and intended

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so to be, with their appurtenances, unto the said *Sir Thomas Theophilus Metcalfe, George Abercrombie Robinson, Sir Richard Carr Glyn and Joseph Dorin*, their Heirs and Assigns,

41 To the use of them, the said Sir Thomas Theophilus Metcalfe, George Abercrombie Robinson, Sir Richard Carr Glyn and Joseph Dorin, their Heirs and Assigns, for ever. Subject, nevertheless to the proviso hereinafter contained for redemption of the same promised

page 3:

Provided always that it is hereby agreed and declared and by the said Sir Walter Stirling and the said Sir Thomas Theophilus Metcalfe, George Abercrombie Robinson, Sir Richard Carr Glyn and

3 Joseph Dorin and the true intent and meaning of them and of these

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Presents, Nevertheless is that, if the said Sir Walter Stirling, his Heirs,
Executors or
4 Administrators, so and shall, from time to time, on the Demand of the said
Globe Insurance Company, or the Officers or Officer of the said Company
in
5 that behalf authorized, for the time being, well and truly pay, or cause to
be paid, unto the said Company or the Officers or Officer of the said
6 Company for the time being authorized or entrusted to receive the same
All and every the Sums and Sum of Money, Securities or other Property or
7 Effects which now are, or at any or times hereafter, shall or may be
deposited or lodged in the said ***Banking House of Hodsoll Stirling and Co.***
8 by or on the part of or belonging to the said Globe Insurance Company or
which shall or may, at any time or times hereafter, in any other
9 manner or on any other Account whatsoever become due or owing to the
said Company from the said Banking House of Hodsoll Stirling and
10 Co. or which they shall or may, in any wise, be liable to pay or deliver or

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11 account for as Bankers or Banker of the said Company or in
consequence of any Payments, Dealings or Transactions in or about the
Premises. Then, and in such Case, they, the said Sir Thomas
12 Theophilus Metcalfe, George Abercrombie Robinson, Sir Richard Carr Glyn
and Joseph Dorin, their Heirs or assigns, upon the request and
13 at the Costs and Charges of the said Sir Walter Stirling, his Heirs or
Assigns, Reconvey the said Message or Tenement, Hereditaments
14 and Premises, hereinbefore granted and released or mentioned or intended
so to be, with their Appurtenances, unto the said Sir Walter Stirling,
15 his Heirs and Assigns, or as he or they shall in that behalf order or direct,
free from all Incumbrances whatsoever, made, done or committed
16 by the said Sir Thomas Theophilus Metcalfe, George Abercrombie
Robinson, Sir Richard Carr Glyn and Joseph Dorin, their said Executors,
17 Administrators or Assigns, or any of them, so as for the doing thereof
respectively, the said Sir Thomas Theophilus Metcalfe, George
18 Abercrombie Robinson, Sir Richard Carr Glyn and Joseph Dorin, their said

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19 Executors, Administrators or Assigns, or any of them, be not compelled
or obliged to go or travel from the Place or Places of his, their or any of
their usual abode or dwelling. **And** the said Sir Walter
20 Stirling doth, for himself, his Heirs, Executors or Administrators, Covenant
and Promise to and with Sir Thomas Theophilus
21 Metcalfe, George Abercrombie Robinson, Sir Richard Carr Glyn and
Joseph Dorin, their Executors and Administrators or Assigns, that he, the
said
22 Sir Walter Stirling, his Heirs, Executors or Administrators, shall and will,
from time to time on the demand of the said Globe
23 Insurance Company, or the Officers or Officer of the said Company in that
behalf authorized for the time being, well and truly
24 pay, or cause to be paid unto the said Company or the Officers or Officer of
the said Company for the time being authorized
25 or entrusted to receive the same, all and every the sums and sum of

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26 Money, Securities, or other Property or Effects which now
are, or at any time or time hereafter shall or may be deposited or lodged in
the said Banking House of Hodsoll Stirling and
27 Co. by or on the part of or belonging to the said Company or which shall or
may, at any time or times hereafter, in any other
28 manner or on any other account whatsoever become due or owing to the
said Company from or by the said Banking House of
29 Hodsoll Stirling and Co. or which they ought or shall or may, in any wise,
be liable to pay or deliver or account for as
30 Bankers or Banker of the said Company or in consequence of any
Payments, Dealings or Transactions in or about the
31 Premises. **And** the said Sir Walter Stirling, for himself, his Heirs,
Executors and Administrators, doth Covenant, Promise
32 and Agree with and to the said Sir Thomas Theophilus Metcalfe, George
Abercrombie Robinson, Sir Richard Carr
33 Glyn and Joseph Dorin, their Heirs and Assigns, by these presents in

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manner following, that is to say, that for and notwithstanding

34 any Act, Deed, Matter or Thing, whatsoever made, done, committed,
executed or knowingly or willingly suffered to the Contrary, he,
35 the said Sir Walter Stirling, at the time of the Sealing and Delivery of these
Presents, is lawfully, rightfully and absolutely
36 seized of and in or well and sufficiently entitled to the said Messuage or
Tenement and other Hereditaments,
37 hereby granted and released or expressed or intended so to be, and every
part thereof, for a good sure perfect,
38 absolute and indefeazible Estate of Inheritance in fee simple without any
manner of Condition, Use, Trust, Property,
39 Power of Revocation, Equity of Redemption, Remainder or Limitation of
any Use or Uses or other Restraint, Cause,
40 Matter or Thing, whatsoever to alter, change, defeat, incumber, revoke or
make void the same except the Leases

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41 hereinbefore referred to. And that for and notwithstanding any Act, Deed,
Matter or Thing whatsoever as
42 aforesaid, He, the said Sir Walter Stirling, now hath, in himself, good right,
full power and lawful and absolute
43 Authority to grant, bargain, sell and convey the said Messuage or
Tenement, Hereditaments and
44 Premises hereby granted and released or mentioned, or intended so to be,
with their Appurtenances, unto and

page 4:

To the use of the said Sir Thomas Theophilus Metcalfe, George
Abercrombie Robinson, Sir Richard Carr Glyn and Joseph
2 Dorin, their heirs and assigns, in manner aforesaid and according to
the intent and meaning of these presents. **And**
3 **also** that if default shall be made in payment of delivery of any sum or

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4 sums of money, securities or other property or effects intended
5 to be secured by these presents, contrary to the aforesaid Proviso or
6 Agreement for Payment or delivery of the same and the true intent and
7 meaning of these presents, then, and in such case, it may and shall be
8 lawful to and for the said Sir Thomas Theophilus Metcalfe, George
9 Abercrombie Robinson, Sir Richard Carr Glyn and Joseph Dorin, their heirs
10 or assigns, at any time or times thereafter, into and upon all
and every the said Messuage or Tenement, Hereditaments and Premises
hereby granted and released or mentioned, or intended so to be or
any of them, or any part or parts thereof, to enter and the same from
thenceforth, peaceably and quietly, to have, hold, occupy and enjoy
and receive and take the rents, issues and profits thereof to and for his and
their own use without any let, trouble, interruption or
disturbance whatsoever of, from or by the said Sir Walter Stirling, his heirs
or assigns or any other person or persons whomsoever, any

11 estate, right, title or interest having or lawfully or equitably claiming or to
12 have or lawfully or equitably claim in or to the said Messuage,
13 Tenement, Hereditaments and Premises, or any of them or any part or
14 parts thereof. And that free and clear, and freely and clearly, and
15 absolutely acquitted, exonerated and discharged or otherwise by the said
16 Sir Walter Stirling, his heirs, executors or administrators, saved, protected,
17 kept harmless and indemnified of, from and against, all and all manner of
former and other Gifts, Grants, Bargains, Sales, Jointures, Dowers,
Mortgages, Uses, Wills, Intails, Annuities, Rents, Charges, Rents, S?? and
Arrears of Rents, Fines, Issues, Amerciaments, Statutes, Recognizances,
Indaments, Executions, Extents, Seizures, Sequestrations and all other
Estates, Titles, Troubles, Charges and Incumbrances whatsoever (except the
aforesaid leased). ***And moreover*** if default shall happen to be made of
or in payment or delivery of any sum or sums of money,

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18 securities, property or effects intended to be secured by these presents,
contrary to the aforesaid proviso and covenant and the true intent and
meaning
19 of these presents, then and in such case, he, the said Sir Walter Stirling
and his heirs and all and every other persons and person
20 whomsoever having or lawfully or equitably claiming or who shall or may
have or lawfully or equitable claim any estate, right, title or
21 interest of, in or to the said Messuage or Tenement, Hereditaments and
Premises hereby granted, released or mentioned or intended so to
22 be, or any of them, or any part or parts thereof, shall and will, from time to
time and at all time thereafter, upon the request of
23 the said Sir Thomas Theophilus Metcalfe, George Abercrombie Robinson,
Sir Richard Carr Glyn and Joseph Dorin, their heirs or Assigns,

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24 but at the costs and charges of the said ¹⁴² Hodsooll, Sir Walter
Stirling and or some or one of them, their
25 or some or one of their heirs, executors or administrators, make, do and
execute, or cause and procure to be made, done
26 acknowledged, levied, suffered and executed all and every such further
and lawful and reasonable acts, deeds, things, devices,
27 conveyances and assurances in the law whatsoever for the further better,
more perfectly and absolutely granting, conveying and assuring
28 All the said Messuage or Tenement, Hereditaments and Premises hereby
granted and released or mentioned, or intended so to be, with their
29 Appurtenances, unto the said Sir Thomas Theophilus Metcalfe, George
Abercrombie Robinson, Sir Richard Carr Glyn and Joseph Dorin, their heirs
and

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two spaces left for other names which were never added

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30 assigns, as by the said Sir Thomas Theophilus Metcalfe, George
Abercrombie Robinson, Sir Richard Carr Glyn and Joseph Dorin, their heirs
or
31 assigns or their, any of their Counsel in the law, shall be reasonably
devised or advised and required. ***Provided also*** And it is
32 hereby Agreed and declared between and by the said Sir Thomas
Theophilus Metcalfe, George Abercrombie Robinson, Sir Richard Carr Glyn
and
33 Joseph Dorin and the said Sir Walter Stirling and the true intent and
meaning of them and of these presents nevertheless further
34 is that it shall and may be lawful to and for the said Sir Walter Stirling, his
heirs and assigns, peaceably and quietly to
35 have, hold, occupy, possess and enjoy all the said Messuage or Tenement,
Hereditaments and Premises hereby granted and released or
36 mentioned, or intended so to be, with their Appurtenances, and receive
and take the rents, issues and Profits thereof to his and

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37 their own use until default shall be made in payment or delivery of some
38 sum of money, Security or Securities, property or
39 effects intended to be hereby secured contrary to the aforesaid Proviso or
40 Covenant for Payment and delivery of the same and
41 the true intent and meaning of these Presents without any let, suit,
42 trouble, interruption or disturbance whatsoever of, from or
43 by the said Sir Thomas Theophilus Metcalfe, George Abercrombie
44 Robinson, Sir Richard Carr Glyn and Joseph Dorin,
their heirs or assigns or any other Person or Persons whomsoever lawfully
claiming or to claim by, from or under them or
any of them. ***Provided always*** And it is hereby Agreed and Declared
that this present Indenture shall not be
a security at any one time for more than the sum of fifteen thousand
pounds and that no greater sum than the sum of
fifteen thousand pounds shall be recoverable by virtue thereof.

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

Walter (seal) Stirling (seal) (seal) (seal) (seal)¹⁴³

¹⁴³

four seals but with no signatures, presumably those of Sir
Thomas Theophilus Metcalfe, George Abercrombie Robinson, Sir
Richard Carr Glyn and Joseph Dorin

Indenture Between Three Trustees and Sir Walter Stirling
12th October 1814; Document 1814-1

This Indenture made the twelfth day of October
2 in the fifty fourth year of the Reign of our Sovereign Lord George the Third
by the
3 Grace of God, of the United Kingdom of Great Britain and Ireland, King,
Defender of
4 the Faith. And in the year of our Lord God one thousand eight hundred
and fourteen.
5 *Between* the within named *George Abercrombie Robinson, Sir*
6 *Richard Carr Glyn* and *Joseph Dorin*, three of the Trustees
7 within mentioned who have survived the within named *Sir*
8 *Thomas Theophilus Metcalfe* of the one part and the within
9 named *Sir Walter Stirling* of the other part. *Witnesseth*
10 that for and in Consideration of five shillings of lawful Money of Great
Britain
11 to the said George Abercrombie Robinson, Sir Richard Carr Glyn and

Indenture Between Three Trustees and Sir Walter Stirling
12th October 1814; Document 1814-1

12 Joseph Dorin, in hand paid by the said Sir Walter Stirling at or before the
13 Ensealing and delivery of these Presents, The Recital whereof is hereby
acknowledged
14 by the said George Abercrombie Robinson, Sir Richard Carr Glyn and
Joseph
15 Dorin **have** and each of every of them **hath** Bargained and Sold And
16 by these Presents **Do**, and each and every of them **Doth**, Bargain and Sell
17 unto the said Sir Walter Stirling **All that** and those the within mentioned
18 Messuage, Farm house and Tenement, Cottages, Closes, Pieces or Parcels
of Land,
19 Hereditaments and all and singular other the Premises which in and by
20 the within written Indenture were Bargained and Sold unto the said Sir
21 Thomas Theophilus Metcalfe, George Abercrombie Robinson, Sir Richard
22 Carr Glyn and Joseph Dorin, their Heirs and Assigns as therein is
mentioned

Indenture Between Three Trustees and Sir Walter Stirling
12th October 1814; Document 1814-1

23 with their and every of their Rights, Members and Appurtenances. And
the
24 Reversion and Reversions, Remainder and Remainders, yearly and other
25 Rents, Issues and Profits thereof and of every part and parcel thereof.
26 **To have and to hold** the said Messuage, Farm house and Tenement,
27 Cottages, Closes, Pieces or Parcels of Land, Hereditaments and all and
singular
28 other the Premises hereby Bargained and Sold or mentioned and intended
so
29 to be with their, and every of their, Rights, Members and Appurtenances,
30 unto the said **Sir Walter Stirling**, his Executors, Administrators and
Assigns,
31 from the day next before the day of the sale of these Presents for and
during
32 and unto the full end and Term of one whole year from thence next
ensuing and

Indenture Between Three Trustees and Sir Walter Stirling
12th October 1814; Document 1814-1

33 fully to be complete and ended. ***Yielding and Paying*** therefore unto
34 the said ***George Abercrombie Robinson, Sir Richard Carr Glyn*** and ***Joseph***
35 ***Dorin***, their Heirs or Assigns, the rent of one pepper Corn at the end of the
36 said Term (if the same shall be lawfully demanded). To the Intent
37 and Purpose that, by virtue of these Presents and of the Statute for
38 transferring Uses into possession, the said Sir Walter Stirling may be in the
39¹⁴⁴ actual possession of the said Premises hereby Bargained and Sold and be
thereby enabled to accept and take a Grant and Release of the Reversion
and Heritance of the same Premises, to him, the said Sir Walter Stirling,
his

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up to here this indenture id written on one third of the width of
the document but the last few lines are written across the full
width

The Wood Family & Land called Dunstalls

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Indenture Between Three Trustees and Sir Walter Stirling
12th October 1814; Document 1814-1

40 Heirs and Assigns, In such manner and form as shall be thereof
mentioned, expressed and declared in and by an Indenture already
prepared and intended to bear the day next after the day of the date of
these Presents
41 and to be made between the same Persons as are parties to these
Presents. *In Witness* whereof the said Parties to these have hereunto set
their hands and seals the day and year first above written.

Signed, Sealed and	}	G.A. Robinson	(seal)
Delivered by the above named	}		
George Abercrombie Robinson	}	R.C.Glyn	(seal)
Sir Richard Carr Glyn and	}		
Joseph Dorin in the presence of	}	Jo. Dorin	(seal)

J.Rooker
5 Newbank Buildings

13th October 1814; Document 1814-2

This Indenture is written on the back of the Mortgage dated 23rd October 1810

This Indenture made the thirteenth day of October in the fifty
fourth year of the Reign of our Sovereign Lord George the Third by the
2 Grace of God, of the United Kingdom of Great Britain and Ireland, King,
Defender of the Faith. And in the year of our Lord God one thousand eight
hundred and fourteen. ***Between*** the within
3 named ***Sir Walter Stirling*** of the one part and the within named ***George***
Abercrombie Robinson, Sir Richard Carr Glyn and ***Joseph Dorin***, three of
the Trustees within
4 mentioned who have survived the within named ***Sir Thomas Theophilus***
Metcalf of the other part. ***Whereas*** the said Sir Thomas Theophilus
Metcalf departed this Life on or
5 about the seventeenth day of November last ***And whereas*** the said Sir
Walter Stirling, being desirous of substituting some other security to the
Globe Insurance Company in ?? of the within written

13th October 1814; Document 1814-2

6 Indenture of Mortgage, hath this day executed and given to the said Globe
Insurance Company such other Security accordingly and hath requested
the said George Abercrombie Robinson,
7 Sir Richard Carr Glyn and Joseph Dorin, as such surviving Trustees as
aforesaid, to release the Premises within mentioned and to reconvey the
same to him, the said Sir Walter
8 Stirling. *Now therefore this Indenture witnesseth* that, in
Consideration of the Promises¹⁴⁵ and of the sum of Ten shillings of lawful
money current in Great Britain to each
9 of them, the said George Abercrombie Robinson, Sir Richard Carr Glyn and
Joseph Dorin, paid by the said Sir Walter Stirling at or immediately before
the sealing and delivery of these presents,

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“premises”?; it looks the same as the word on the above line but
“promises” makes more senses

13th October 1814; Document 1814-2

10 the Recital whereof is hereby respectively acknowledged, they, the said
George Abercrombie Robinson, Sir Richard Carr Glyn and Joseph Dorin, as
such surviving Trustees as aforesaid, **have** and each and every of
11 them **hath** Granted, Bargained, Sold, Released and Confirmed, And, by
these Presents **Do**, and each and every of them **Doth**, Grant, Bargain.
Sell, Release and Confirm, unto the said Sir Walter Stirling,
12 (in his actual possession now being by virtue of a Bargain and Sale to him
thereof made by the said George Abercrombie Robinson, Sir Richard Carr
Glyn and Joseph Dorin in Consideration of
13 five shillings by Indenture bearing date the day next before the day of the
date of these Presents, for one whole year commencing from the day next
before the date of the said
14 Indenture of Bargain and Sale by force of the Statute made for transferring
Uses into Possession) and to his Heirs, **All** that and those the within
mentioned Messuage, Farm House and
15 Tenement, Cottages, Closes, Pieces or Parcels of Land, Hereditaments and

13th October 1814; Document 1814-2

all and singular other the Premises which in and by the within written
Indenture were granted. released and confirmed or
16 otherwise assured unto the Use of the said Sir Thomas Theophilus
Metcalf, George Abercrombie Robinson, Sir Richard Carr Glyn and
Joseph Dorin, their Heirs and Assigns, as there is
17 mentioned, with their and every of their Rights, Members. And the
Reversion and Reversions. Remainder and Remainders, Yearly and other
Rents, Issues and profits thereof and
18 and of every part and parcel thereof. And all the Estate Right, Title,
Interest, Property, Claim and Demand whatsoever, both of Law and in
Equity of them, the said George Abercrombie Robinson, Sir
19 Richard Carr Glyn and Joseph Dorin, as such Trustees as aforesaid, and
each and every of them, of, in to or out, of the said Messuage, Farm House
and Tenement, Cottages, Closes, Pieces or
20 Parcels of Land, Hereditaments and Premises hereby granted and released
or expressed or intended so to be, every or any parcel thereof. ***To have
and to hold*** the said Messuage, Farm House

13th October 1814; Document 1814-2

21 and Tenement, Cottages, Closes, Pieces or Parcels of Land, Hereditaments
and all and singular other the Premises hereby granted and released, or
mentioned and intended so to be, with their, and every of their,
22 Rights, Members and Appurtenances, unto the said Sir Walter Stirling, his
Heirs and Assigns, To the only proper Use and Behoof of the said Sir
Walter Stirling, his Heirs and Assigns, forever. **And** each of them,
23 the said George Abercrombie Robinson, Sir Richard Carr Glyn and Joseph
Dorin, so far as relates to and concerns his own Acts and Deeds only and
not further or otherwise ?? for himself, his Heirs,
24 Executors and Administrators, Covenant and Declare with and to the said
Sir Walter Stirling, his Executors, Administrators and Assigns, by these
Presents, That they, the said George Abercrombie Robinson,
25 Sir Richard Carr Glyn and Joseph Dorin, have not, nor hath either of them,
at any time heretofore made, done, committed or executed or knowingly or
willingly permitted or suffered or been parties
26 or privies or party or privy to any Act, Deed, Matter or Thing whatsoever
whereby, or by reason or means whereof the said Freehold, Hereditaments

13th October 1814; Document 1814-2

27 and Premises hereby granted, released and confirmed or expressed and intended so to be, with their and Appurtenances, or any part thereof, are, is, can, shall or may be impeached, charged, incumbered or affected in Title, Charge, Estate or otherwise,

28 howsoever. *In Witness* whereof the said Parties to these presents have hereunto set their Hands and Seals the day and year first above written.

Signed, Sealed and	}	G.A. Robinson	(seal)
Delivered by the above named	}		
George Abercrombie Robinson	}	R.C.Glyn	(seal)
Sir Richard Carr Glyn and	}		
Joseph Dorin in the presence of	}	Jo. Dorin	(seal)

J.Rooker

5 Newbank Buildings

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Note on the outside:

28th May 1759
Admission of John Bird

/2/¹⁴⁶

Prepositur or

2

To wit, At the Court Baron of *Sir Thomas Farnaby*, Baronet,
and *William Wall*, Gentleman, Lords of the
said Manor there holden on Monday, the twenty eighth day

146

all the Manor of Otford Documents have a number written under
the date and description; presumably this is a document
reference.

Manor of Otford

of May in the Thirty second year of the Reign of our
Sovereign Lord George the second, by the grace of God of
Great Britain, France and Ireland, King, Defender of the
Faith and
4 so forth and in the Year of our Lord one thousand, seven
hundred and fifty nine before **William Jewell**, Steward there
of it
5 is thus Inrolled.

6 **That** the Homage there did upon their oaths present that **William Hartup**,
who lately held to him and his Heirs of the
7 Lord of this Manor by Copy of Court Roll at the will of the Lords according
to the custom of the said Manor **All** those
8 two pieces or parcels of Customary or Copyhold Land called by the name
of **Bishops Lease** lying upon the **East Hill** in the
9 parish of **Shoreham** within the said Manor, containing by estimation thirty

10 acres, more or less, at the yearly Rent of Six
11 Shillings and Eight Pence and other services since the last Court died
12 seized thereof and that he, by his last will
13 and Testament Devised the said two pieces or parcels of Customary or
14 Copyhold Land and premises with the
15 appurtenances unto his Cousin **John Bird** and to his heirs to be holden of
16 the Lords at the Will of the Lords
17 according to the Custom of the said Manor and that the said John Bird,
being present there in Court in his own
proper person desired to be admitted Tenant to the said two pieces or
parcels of Customary or Copyhold Land and
premises with the appurtenances according to the Custom of the said
Manor to whom the Lords, by their said
Steward, hath granted and Delivered Seizin thereof by the Rod **To have
and To Hold** the said two
pieces or parcels of Customary or Copyhold Land and premises with the

18 appurtenances unto the said John
19 Bird, his Heirs and Assigns for Ever of the Lords by Copy of Court Roll at
20 the will of the Lords according to
21 the Custom of the said Manor by the Rents, Customs and Services
22 therefore first due and of right accustomed
23 and so the said John Bird is admitted Tenant thereof in Form aforesaid
24 and Gives the Lords a fine for such
25 his admission six shillings and eight pence.

22 **And** they also present that the said John Bird in the said Court Remaining
23 did immediately afterwards at
24 the same Court surrender and yield up into the hands of the Lords of the
25 said Manor by the hands and acceptance
of the said Steward by the Rod according to the Custom of the said Manor,
All and singular the said two pieces
or parcels of Customary or Copyhold Land and premises with the
Appurtenances **To** the use and behoof of such

26 person or persons, and for such Estate and Estates, use or uses, ends,
intents¹⁴⁷ and purposes as he shall in and by
27 his last will and Testament to be by him duly Executed, Give, Devise,
Direct, Limit or appoint the same or any
28 part thereof.

29 **And** that they also present that, at the same time Court, Licence¹⁴⁸ was
granted to the said John Bird to Demise his two
30 pieces or parcels of Customary or Copyhold Land and premises before
mentioned from time to time for any Term or

31 Number of Years not Exceeding Eleven Years in possession so as the
Rents, Customs and services due to the Lords

147 "Jintents"

148 "Lycence"; also on line 32

32 and of right accustomed be well and Sufficiently Rendered and paid otherwise this licence to be void.

?? by
?? Jewell, Steward
of the said Mannor

The signature, etc. was written, presumably by the Steward, William Jewell, in a different ink which has faded; it also looks to have been written in a different hand with "Manor" spelled differently.

Bishops Lease

Manor of Otford - Admission of John Bird
Document 1759

8

On outside:

Manor of Otford

Bird & Taylor }
to } ?? Surrender
JKipps }

20th August 1761

/ 4 /¹⁴⁹

¹⁴⁹

all the Manor of Otford Documents have a number written under the date and description; presumably this is a document reference.

Bishops Lease

Manor of Otford - 20th August 1761
Document 1761-1

10



Prepositur or } To wit **At a special Court Baron** of *Sir Charles Farnaby*, Baronet, and *Sampson Waring*, Gent,

Manor of Otford } Lords of the said Manor, there holden on the
 3 twenty eighth day of August in the first year of
 4 the reign of his present Majesty King George the
 5 Third over Great Britain. etc. and in the year of our
 6 Lord one thousand, seven hundred and sixty one
 7 before *William Jewell*, Gent, Steward thereof

8 **Homage** } *Samuel Edwards* } Sworn
 9 } *Edward Herufield* }

The Homage aforesaid Do, upon their oaths, present that, on Friday the first day of June which was in the year of our Lord one thousand, seven hundred and fifty nine, at **Dunton Green** within the said Manor, *John Bird*, one of the Customary or Copyhold Tenants of this Manor, Came before me and in the presence of *James Sharpe* and *John*

10 **Rogers**, Two Customary or Copyhold Tenants of the said Manor, xxx¹⁵⁰
11 did Surrender into the hands of the Lords of the
12 Manor aforesaid, by the hands and Acceptance of me, their Steward,
13 All those two Customary or Copyhold pieces or
14 parcels of ~~~ Land Called the **Bishops Lease**, otherwise Bishops
15 Lees, Lying upon the **East Hill** in the parish of
16 **Shoreham** within the Manor aforesaid, Containing by Estimation Thirty
Acres, more or less, and all his Estate
and Interest therein which he held of the Lords, to him and his Heirs,
forever, at the Will of the Lords by Copy of
Court Roll and yearly Rent of Six Shillings and Eight pence and other
services. **To hold** the same Copyhold parcels
of Land To the Use of **James Taylor** of **Kingsdown** in the county of Kent,
Yeoman, his Heirs and Assigns, forever,

150

was this a word crossed out? also on line 12

17 in token whereof Seizin was delivered by the Rod, Subject Nevertheless
to a Condition that if the said John Bird,
18 his Heirs, Executors, Administrators or Assigns, should pay to the said
James Taylor, his Executors, Administrators
19 or Assigns, the Sum of Seventy five pounds at the rate of four pounds
Ten Shillings for the hundred by the
20 year on the Second day of September then next ensuing, that the said
Surrender Should be void. Now, at this Court
21 the Homage present that the said Sum of Seventy five pounds was not
paid according to the proviso or Condition
22 before mentioned and that the said Sum of Seventy five pounds is now
paid unto the said James Taylor in full
23 discharge thereof by *John Kipps* of *Kemsing* in the said county,
Malster, Together with the sum of One hundred and
24 Twenty five pounds more by the said John Kipps unto the said John
Bird. And that the said James Taylor
25 and John Bird, being both present here in Court, Surrendered the same

premises, which are now and have
26 been for sometime past divided into four pieces or parcels, into the
hands of the Lords of the said Manor by the
27 Acceptance of their Steward, freed and discharged from the proviso or
Condition before mentioned. **To have and**
28 **to hold** the same Copyhold Premises to the Use of the said John
Kipps, his heirs and Assigns, forever, Subject
29 Nevertheless to a Condition that, if the said John Bird, his Heirs,
Executors, Administrators or Assigns, Shall and do
30 well and truly pay, or Cause to be paid, unto the said John Kipps, his
Executors, Administrators or Assigns, the full
31 and Just Sum of Two hundred and five pounds xxxxxxxxxx the first day
of March next Ensuing the said
32 Surrender at the dwelling house of the said John Kipps situate in
Kemsing aforesaid without fraud or further
33 delay that then the said Surrender shall be void and of no effect
otherwise to remain in full force and Effect. (ends here)

This bond seems to say that John Bird will be liable to pay £400 to John Chapman unless he pays him £205 within six months.

1 **Know all Men** by these presents that
2 I, **John Bird** of **Shoreham** in the county of Kent, yeoman, am
3 ?? and firmly Bound unto **John Chapman** of Shoreham aforesaid,
4 Shopkeeper, in Four Hundred Pounds of good and lawful money
5 of Great Britain, To be paid to the said John Chapman, or his
6 ?? Executors, Administrators or Assigns, for which
7 Payment to be well and truly made I bind myself, my Heirs,
8 Executors and Administrators, Firmly by these presents,
9 Sealed with my Seal, Dated this Twenty Fourth day of May in
10 the Sixth year of the Reign of our Sovereign Lord George the
11 Third, by the Grace of God of Great Britain, France and Ireland
12 King, Defender of the Faith and in the year of our Lord one
13 thousand seven hundred and sixty six.

14 **Whereas** **John Kipps** of **Kemsing** in the said county of Kent, ?alvster,
and

15 the above ?ender, John Bird, Did at a special Court Baron Holden for the
Manor of

16 **Otford** in the said county of Kent, on the day of the date of the above
Obligation, Surrender

17 into the hands of the Lord of the said Manor, according to the Custom
thereof, certain

18 Customary or Copyhold Land lying within the said Manor To the use of
the said

19 John Chapman, his Heirs and Assigns, forever upon Condition That if the
said

20 John Bird, his Heirs, Executors or Administrators, should pay unto the
said John

21 Chapman, his Executors, Administrators or Assigns, the sum of Two
Hundred

22 and five pounds on the Twenty Fourth Day of November then next
Ensuing, the day

23 of the date thereof, Then the said surrender to be void. Now the
Condition of
24 the Obligation is such That if the said John Bird, his Heirs, Executors or
25 Administrators, shall and Do well and truly pay, or Cause to be paid unto
the Said

26 John Chapman, his Executors, Administrators or Assigns, the said Sum of
27 of November now next ensuing the Date of the said Surrender at the
Dwelling House of the said John Chapman in Shoreham aforesaid, Then
the said Surrender should be void and of no effect otherwise to remain in
full force.

?? Fra. Austen, Steward¹⁵¹

Bishops Lease

Bond from John Bird to John Chapman; 24th May 1766
Document 1766-1

19

On outside:

John Bird
Cond. Surrender to John Chapman

24th May 1766

(5)¹⁵²

Prepositor or

At the special Court Baron of Sir
Charles Farnaby, Baronet, and
Sampson Wareing, Gent. of the Manor
of Otford, there holden Saturday, the

¹⁵²

all the Manor of Otford Documents have a number written under the date and description; presumably this is a document reference.

Manor of Otford

Twenty Fourth Day of May in the year
of our Lord one thousand, seven
hundred and Sixty six and in the Sixth
Year of the Reign of our Sovereign Lord
George

3 the Third, by the Grace of God, of Great Britain,
France and Ireland, King, Defender of the Faith and
so forth. Before **Francis Austen**, Esquire,
4 Steward & others.

5 **It is thus Recorded**

6 **That** the Homage being Sworn and Charged upon their Oaths, present
and say that at a Special Court Baron Holden for the said Manor on Friday
the twenty eighth day of August One thousand,
7 seven Hundred and Sixty one, The Homage of that Court Did then and
there present that on the first day of August One thousand Seven hundred
and fifty nine, **John Bird**, one of the Customary Tenants

8 of the said Manor, did Surrender into the Hands of the Lord of the said
Manor All those two Customary or Copyhold peices or parcels of Land
called the *Bishops Leese*,
9 otherwise Bishops Lees, lying upon *East Hill* in the parish of *Shoreham*
within the said Manor, containing by estimation, Thirty acres, holden of
the said Manor by copy of Court Roll at the Will of the Lord and
10 yearly Rent of six shillings and eight pence. To hold the same Copyhold
parcels To the use of *James Taylor* of *Kingsdown*, yeoman, his heirs and
assigns, forever. Subject to a condition for making void the said
11 Surrender on Payment, by the said John Bird, his Heirs, Executors,
Administrators or Assigns, unto the said James Taylor, his Executors,
Administrators or Assigns, of Seventy Five Pounds and Interest on the
12 Second Day of September then next Ensuing. And at that Court the
Homage did further present that the said sum of Seventy Five pounds had
not been paid according to the said Condition. But was then at
13 the said Court paid unto the said James Taylor in discharge thereof by

John Kipps of *Kemsing*, Maltster¹⁵³, together with the Sum of One Hundred and Twenty Five pounds more by the said John Kipps unto the said John

- 14 Bird. And that the said James Taylor and John Bird, being both then present in Court, Surrendered the said Benefice which was then, and had been for some time past, divided into four
- 15 peices or parcels into the Hands of the Lord of the said Manor by the Acceptance of the said Steward freed and discharged from the proviso or Condition before mentioned. To hold the same Copyhold or
- 16 Customary Premises to the use and behoof of the said John Kipps, his heirs and assigns, forever. Subject nevertheless to a Condition that if the said John Bird, his Heirs, Executors, Administrators or Assigns,
- 17 should pay unto the said John Kipps, his Executors, Administrators or Assigns, the Sum of Two Hundred and Five pounds on the first day of

153

In the "Abstract of Title of George Daysh Bartholomew" John Kipps is described as "Maltster", here the word is "Malster"

March then next Ensuing the said Surrender, Then the
18 Surrender to be void. **And now at this Court** the said Homage Do
further present and say that the said Sum of Two Hundred and Five
pounds was not paid according to the Condition last mentioned but that
19 the Sum of One Hundred and Eighty Pounds five shillings was then
remaining and thereon to the said John Kipps. And that the said John
Kipps, being present in Court, the remainder was paid and satisfied to
him by **John**
20 **Chapman** of **Shoreham** in the county of Kent, Shopkeeper, by the
Direction of the said John Bird in full Discharge of the Condition before
mentioned. And that the said John Chapman also paid the further sum of
Eleven pounds
21 fifteen shillings to the said John Bird making together, in the whole, the
sum of Two Hundred Pounds. And that the said John Kipps (by the
Direction of the said John Bird) and the said John Bird being both present
in Court

- 22 Surrendered into the Hands of the Lord of the said Manor, by the Hands
and Acceptance of the said Steward by the Rod, according to the Custom
of the said Manor, All those the said Two Customary or Copyhold peices
or parcels
- 23 of Land called *Bishops Lease*, otherwise Bishops Lees, now and for some
time past Divided into four peices or parcels, lying upon the *East Hill* in
the said parish of *Shoreham*, containing by estimation Thirty Acres, more
or less,
- 24 freed and discharged from the previous Condition with before mentioned
Surrender Contained And ? the Estate Right Title Interest Trust proper
by Claims, Demand whatsoever of them the said John Kipps and John
Bird, or either of them, of, into or
- 25 out of the same. **To have and to hold** the said premises to the use and
behoof of the said John Chapman, his heirs and assigns, forever. Upon
this Condition, nevertheless, that if the said John Bird, his Heirs,
Executors, Administrator
- 26 or Assigns, shall and Do, well and truly, pay, or cause to be paid, unto the

27 said John Chapman, his Executors, Administrators or Assigns, the full and just Sum of Two Hundred and five pounds, of good and lawful money of Great Britain, on the twenty fourth day of November now next ensuing the Date of the said Surrender at the Dwelling House of the said John Chapman in Shoreham aforesaid, Then the said Surrender should be void and of no effect otherwise to remain in full force.

?? Fra. Austen, Steward¹⁵⁴

On outside:

Manor of Otford

Copy of John Chapman's Admission
to Bishops Lees

9th January 1770
/ 6 /¹⁵⁵

Prepositur or } To wit **The special Court Baron** of *Sir Charles
Farnaby*, Baronet, and *Sir Jeffrey Amherst*, Knight,

¹⁵⁵

all the Manor of Otford Documents have a number written under the date and description; presumably this is a document reference.

Manor of Otford }

Lords of the said Manor, Holden on
Tuesday, the ninth day of January in the year of our
Lord one thousand, seven hundred and seventy
and in the tenth year of the reign of our Sovereign
Lord, King George the Third before *Francis Austen*,
Gentleman, Steward thereof

3

4

It is Thus Recorded

5

Whereas at a special Court Baron holden for the said manor, Friday
the Twenty eighth day of August one thousand, seven hundred and
sixty one, the Homage of that Court Did
then and there present That on the first day of June One thousand
seven Hundred and fifty nine, *John Bird*, one of the Customary Tenants
of the said Manor, Did Surrender into the Hands
of the then Lords of the said Manor, by the Acceptance of the Steward

6

7

there, All those two Customary or Copyhold Peices or Parcels of Land
called the **Bishops Lease**, otherwise Bishops Lees,
8 lying upon the **East Hill** in the parish of **Shoreham** within the said
Manor, containing by estimation Thirty Acres, holden of the said
Manor by Copy of Court Roll at the will of the Lords
9 according to the Custom of the Manor and yearly rent of Six Shillings
and Eight Pence. **To hold** the same Copyhold Parcels of Land To the
use of **James Taylor** of **Kingsdown**, yeoman,
10 his Heirs and Assigns, forever, Subject to a Condition for making void
the same on payment by the said John Bird, his Heirs, Executors,
Administrators or Assigns, unto the said James Taylor,
11 his Administrators, Executors or Assigns, of Seventy Five Pounds and
Interest on the second Day of September then next ensuing. And at
that Court the Homage did further present
12 and say that the said sum of Seventy Five Pounds had not been paid
according to the said Condition But that then at that Court, the said
was paid unto the said James Taylor in discharge

13 thereof by *John Kipps* of *Kemsing*, Malster. And that he also then
advanced and paid the further Sum of One Hundred and Twenty Five
14 Pounds unto the said John Bird. And that thereupon the said
James Taylor and John Bird, being both then present in Court,
Surrendered the same Premises which was then, and had been for
15 sometime, part divided into four or more Peices or Parcels, into the
hands of the then Lords of the said Manor by the Acceptance of the
then Steward, Freed and Discharged from the Proviso or Condition
before mentioned. To hold the same Copyhold or Customary
16 Premises To the use and behoof of the said John Kipps, his Heirs and
Assigns, forever, Subject nevertheless to a Condition that, if the said
John Bird, his Heirs, Executors, Administrators
17 or Assigns, should Pay unto the said John Kipps, his Executors,
Administrators or Assigns, the Sum of Two Hundred and Five Pounds
on the first Day of March then next ensuing
18 then the said Surrender to be void. **And whereas** at another Special
Court Baron holden for the said Manor on Saturday, the Twenty Fourth

19 Day of May, one thousand, seven hundred and
sixty six, the Homage of that Court , after presenting to the Effect
herein recited, Did further present and say that the Sum of Two
20 Hundred and Five Pounds was not paid according
to the Condition last mentioned. And that the Sum of One Hundred
and Eighty Five Pounds Five Shillings was then remaining due? on the
said Surrender to the said John Kipps. And that the
21 said John Kipps, being then present in Court, the same was then paid
and satisfied to him by *John Chapman*, of Shoreham in the county of
Kent shopkeeper, by the Direction of the said
22 John Bird in full discharge of the Condition Prev¹⁵⁶ mentioned. And
that the said John Chapman also paid the further sum of Eleven
Pounds Fifteen Shillings to the said John Bird making

156

previously?

23 together, in the whole, the Sum of Two Hundred Pounds¹⁵⁷. And that
thereupon, the said John Kipps (by the Direction of the said John Bird)
and the said John Bird, being then both present
24 in Court, Surrendered into the Hands of the Lords of the said Manor by
the Hands and Acceptance of the said Steward by the Rod **All** the said
Two Customary or Copyhold peices or
25 parcels of Land before mentioned, with the Appurtenances, freed and
Discharged from the said Proviso or Condition last mentioned. And all
the Estate, Right, Title, Interest, use ??
26 Property, Claim and Demand whatsoever of them, the said John Kipps
and John Bird, or either of them, of, into and out of the same **To Hold**
the same Premises To the use and
27 behoof of the said John Chapman, his Heirs and Assigns, forever,
Subject nevertheless to a Condition that if the said John Bird, his Heirs,

¹⁵⁷

£185 5s and £11 15s totals only £197

28 Executors, Administrators or Assigns,
should pay, or cause to be paid, unto the said John Chapman, his
Executors, Administrators or Assigns, the Sum of Two Hundred and
Five Pounds on the Twenty Fourth
29 Day of November then next ensuing, that then the said last mentioned
Surrender should be void. **And** the Homage of this Court Do hereby
further present and say
30 that the said Sum of Two Hundred and Five Pounds was not paid
according to the Condition of the said last mentioned Surrender and
that the same is now due and
31 owing to the said John Chapman with a Considerable Arrear of
Interest. And that such Surrender and Estate thereby granted became
absolute. **Now** at this
32 Court comes the said John Chapman and humbly prays of the Lords of
this manor to be admitted to the said Two Customary or Copyhold
peices or parcels of
33 Land now divided into four or more peices or parcels, with the

appurtenances, according to the Form and Effect of the last mentioned Surrender.

34 **To whom** the Lords, by their Steward aforesaid, Granted and Delivered Seizin thereof by the Rod. **To have and to hold** the said Customary or

35 Copyhold pieces or parcels of Land before mentioned, with the Appurtenances, unto the said John Chapman, his Heirs and Assigns, forever. By Copy of

36 Court Roll at the Will of the Lord according to the Custom of the said Manor. By the Rents and Services for the same due and of right accustomed. And he paid

37 to the lords, for a fine for such his Estate, Six Shillings and Eight Pence and Did his Fealty and is Admitted Tenant in Form aforesaid.

Fran. Austen, Steward

Bishops Lease

Manor of Otford - 9th January 1770
Document 1770

35

Note on the outside:

Manor of Otford
Copy of the Admission of
John Bird and his Conditional
Surrender to John B

10th August 1775

/7/¹⁵⁸

Prepositur or

(to wit) **At the Court Baron** of *Sir Charles Farnaby*,
Baronet, and

¹⁵⁸

all the Manor of Otford Documents have a number written under the date and description; presumably this is a document reference.

Manor of Otford *Sir Jeffery Amherst. Knt*, Lords of the said Manor holden on
Thursday
3 the tenth day of August in the year of our Lord one thousand,
seven
4 Hundred and Seventy five and in the Fifteenth year of the Reign
of our
5 Sovereign Lord King George the Third, Before *Francis Austen,*
Esq. Steward.

6 **It is thus Inrolled**

7 **That** the Homage being Sworn and Charged upon their Oath present and
Say that *John*
8 *Chapman*, One of the Customary Tenants of this manor came Into Court
and, then and there, in full
9 and open Court Surrendered into the Hands of Lords of the said Manor by

the Stand and
10 Acceptance of the said Steward by the Rod according to the Custom of the
said manor **All** those
11 two Customary or Copyhold pieces¹⁵⁹ or parcels of Land called the **Bishops**
Lease otherwise
12 **Bishops Lees** now and for sometimes past divided into four pieces or
parcels lying upon **East**
13 **Hill** in the Parish of **Shoreham** within the said Manor, containing by
Estimation Thirty Acres,
14 more or less, holden of the said manor by Copy of Court Roll at the Will of
the Lord according
15 to the Custom of the said Manor and yearly Rent of Six Shillings and Eight
pence. **To**

¹⁵⁹

spelled “peices” throughout this document but “pieces” in some other documents

16 **the use and behoof** of John Bird of Shoreham aforesaid, yeoman, and
his Heirs
17 who, being present in Court, humbly prayed to be admitted thereto. To
whom the
18 Lords, by their said Steward, Granted and Delivered Seizin thereof by the
Rod. **To have**
19 **and to hold** the said Customary pieces or parcels of Land, with the
Appurtenances
20 unto the said John Bird, his Heirs and Assigns, for ever By Copy of Court
Roll at the
21 Will of the Lords according to the Custom of the said Manor by the Rents
and Services for
22 the same due and of right accustomed. And He gave to the Lords for a
Fine for such his
23 Estate and Admission Six Shillings and Eight pence and his Fealty and is

24 admitted
Tenant.

25 **And immediately afterwards sitting the same Court** He, the said
John
26 Bird, did then and there Surrender into the hands of the Lords of the said
Manor by the Acceptance
27 of the said Steward by the Rod according to the Custom of the said Manor,
All the said
28 Customary pieces or parcels of Land called the Bishops Lease, otherwise
Bishops Lees, to
29 which he was admitted as aforesaid with their, and every of their, Rights,
Members and
30 Appurtenances And their Reversion and Reversions, Remainder and
Remainders, thereof
31 **To have and to hold** the same **To the use and behoof** of *John*

Bennet of Kemsing

32 in the county of Kent, farmer, his Heirs and Assigns forever. Upon this
Condition nevertheless
33 that if the said John Bird, his Heirs, Executors or Administrators, shall and
do well and truly
34 pay, or Cause to be paid, unto the said John Bennet, his Executors,
Administrators or Assigns,
35 the full and just Sum of Two Hundred and Seventy five pounds of good and
lawful money of
36 Great Britain, together with Interest for the same at and after the rate of
Five Pounds in the
37 Hundred by the year on the Tenth day of February now next ensuing the
date hereof without any
38 Deduction or Abatement whatsoever, Then this Surrender to be void and of
no Effect otherwise to
39 remain in full Force and Virtue.

Bishops Lease

Manor of Otford - 10th August 1775
Document 1775

42

Fra. Austin Steward

A note on the back:

10th March 1780. I do hereby Acknowledge to have this Day had and received

and from the within named John Bird the sum of Three Hundred and ten Pounds Eight shillings and sixpence full for the Principal and interest due on the within surrender

Witness: *Tho. Dyer*

John Bennet
X
his Mark

This was 4½ years after the original document; 5% on £275 is nearly £62 whereas it seems that Bennet paid only £35.33.

On outside:

10 March 1780

Manor of Otford

The Surrender of John Bird to
Thomas Forsyth, Esq. & his Admission

/8/¹⁶⁰

Prepositor or

Manor of Otford At the special Court Baron of the Right Honourable

¹⁶⁰

all the Manor of Otford Documents have a number written under the date and description; presumably this is a document reference.

2 *Jeffrey, Lord Amhurst* and Sir
3 *Charles Farnaby*, Baronet, Lords of the said Manor, holden at
4 the accustomed place on Friday, the
5 Tenth Day of March in the Twentieth year of the Reign of our
6 sovereign Lord King George the Third and in
7 the year of our Lord One thousand seven hundred and eighty
8 Before *Francis Austin*, Esquire, Steward

5 **That** at a Court Baron holden for the said Manor on the Tenth Day of
6 August one thousand seven Hundred and Seventy
7 five, *John Bird*, one of the Customary Tenants of the said Manor,
8 Surrendered into the Hands of the Lord of the said
9 Manor, by the Acceptance of the said Steward by the Rod, according to
10 the Custom of the said Manor, **All** those
11 two Customary or Copyhold peices¹⁶¹ or parcels of Land called the *Bishops*

161

as written

9 *Lease*, otherwise Bishops Lees, then and
now and for sometime past, divided into four pieces or parcels, lying upon
10 *East Hill* in the Parish of *Shoreham*
11 within the said Manor, containing by Estimation Thirty Acres, more or
less, holden of the said Manor by Copy of
12 Court Roll at the Will of the Lords according to the Custom of the said
Manor and yearly Rent of six shillings and
13 Eightpence¹⁶². To the use and Behoof of *John Bennett* of *Kemsing* in the
county of Kent, Farmer, his Heirs and
14 Assigns for ever. Subject, nevertheless, to a proviso in the said Surrender
contained for making void the same
15 on payment by the said *John Bird* unto the said John Bennett of Two
Hundred and Seventy five Pounds and Interest
at the Day and time therein mentioned. **Now** at this Court it is presented

¹⁶²

see also Abstract of Title of George Daysh Bartholomew

16 that the said Sum of Two Hundred and
Seventy Five Pounds and Interest had not been paid by the said John Bird
17 to the said John Bennett according to the
Condition of the said Surrender whereby the Estate in Law of the said
18 John Bennett of and in the Premises became
absolute. And that said John Bennett thereupon came into Court &
19 humbly prayed to be admitted to the said
peices or parcels of Land so Surrendered to him by the said John Bird as
20 aforesaid. **To whom** the Lords, by their
Steward, Granted and Delivered Seizen and Possession thereof by the Rod.

To Have and to Hold the said
21 Customary or Copyhold peices or parcels of Land with their
Appurtenances, unto the said John Bennett, his Heirs and
22 Assigns, for ever by Copy of Court Roll at the Will of the Lords according to
the Custom of the said Manor by the Rents and
23 Services for the same due and of right accustomed and he Gave to the

24 Lords for such his Estate and Admission as
appears, etc.

25 **And** that Sitting of the same Court, the said John Bennett being present,
admitted that he is now paid and satisfied the
26 whole of the said Two Hundred and Seventy Five Pounds and Interest in
full of the said Surrender and, Thereupon, the John
27 Bird prayed that the said John Bennett would Surrender back the said
peices or parcels of Land to him that he might be reinstated
28 thereto. And the said John Bennett, in Consideration of his having been
paid and Satisfied the whole of his Principal and Interest
29 as aforesaid, Did then, in full and open Court, Surrender into the Hands of
the Lords of the said Manor by the Acceptance of their said
30 Steward by the Rod according to the Custom of the said manor, All the
said several Customary or Copyhold peices or parcels
31 of Land with the Appurtenances to which he had been admitted as
aforesaid. And all his Estate, Right, Title and Interest

32 therein, To the use and Behoof of him, the said John Bird, his Heirs and
33 Assigns, forever who, being present in Court, humbly
34 prayed to be admitted thereto. To whom the Lords, by their said Steward,
35 Granted and Delivered Seizin thereof by the Rod. To
36 have and to Hold the said Customary peices or parcels of Land and
37 Premises, with the Appurtenances, unto the said John Bird,
38 his Heirs and Assigns, forever by Copy of Court Roll at the Will of the Lords
39 according to the Custom of the said Manor by the Rents and
40 Services for the same due and of right accustomed and he Gave to the
Lords for a Fine for such his Estate and Admission as appears
& Did his Fealty and is Admitted Tenant in form aforesaid.

38 **And Sitting the same Court**, the said John Bird being present Did
39 then and there, in full and open Court, Surrender into
40 the Hands of the Lords of the said Manor, by the Acceptance of their said
Steward by the Rod, according to the Custom of the said Manor,
All the said Customary or Copyhold peices or parcels of Land to which he

41 was admitted as aforesaid and all other his Customary Lands
and Premises holden of the said manor by Copy of Court Roll as aforesaid.
And all his Estate, Right of Title and Interest therein. And the
42 Reversion and Reversions, Remainder and Remainders thereof. **To the
use and Behoof** of *Thomas Forsyth* of *Bond Street*
43 in the County of Middlesex, Esquire, his Heirs and Assigns, forever, who
being also present in Court, Humbly prayed to be admitted thereto.
44 **To whom the Lords**, by their said Steward, Granted Seizin thereof by
the Rod. **To have and to hold** the said Customary or
45 Copyhold peices or parcels of Land as Surrendered by the said John Bird
as aforesaid, with their Appurtenances, into the said Thomas
46 Forsyth, his Heirs and Assigns, forever, by Copy of Court Roll at the Will of
the Lords according to the Custom of the said Manor by the Rents
47 and Services for the same due and of right Accustomed. And he Gave to
the Lord for a Fine for such his Estate and Admission as appears
48 he Did his Fealty and is admitted Tenant.

49 And that Sitting the same Court Lycence was granted to the said Thomas
Forsyth to Demise? the said several Customary or Copyhold
50 pieces or parcels of Land, with the Appurtenances, from time to time for
any Term or Number of years not exceeding, in the whole, Twenty one
years
51 in possession and to be computed from the Twenty ninth day of
September next So as the Rents, Customs and Services due to the Lords
and of
52 right Accustomed be well and sufficiently rendered, paid and performed,
otherwise this Lycence to be void.

?? Francis Austen Steward¹⁶³

On outside:

Dated 27th June 1812

Prepositor or Manor of Otford

Admission of Mrs Jane Forsyth;
Surrender of the said to Jane Forsyth to Alexander Murray
Esq. and Admission of the said Alexander Murray to
Copyhold Premises at Shoreham

Prepositur or

At a special Court Baron of the Right
Honorable *William Pitt, Lord Amherst* and *Sir*
Charles Francis

Manor of Otford

Famaby, Baronet, Lords of the said Manor, holden at the

Bull in Otford within the said Manor on the twenty seventh Day of June
One thousand, eight hundred and twelve. Before *John Fellows Claridge*, Steward

It is thus Inrolled

5 **The Homage** being sworn and charged upon their oaths, present and
say that *Thomas Forsyth*, late one of the customary Tenants of this
Manor, died seized of All
6 those Customary or Copyhold Pieces or Parcels of Land called the
Bishops Leese, otherwise Bishops Lees, and now, and for some time
past, divided into four pieces or parcels
7 lying upon *East Hill* in the Parish of *Shoreham* within the said Manor,
containing by Estimation thirty Acres, more or less, holden of the said
Manor by Copy of Court Roll at
8 the Will of the Lords according to the Custom of the said Manor and

Yearly Rent of six Shillings eight Pence. And that the said Thomas Forsyth, in and by his last
9 Will and Testament, in Writing bearing date in or about the twentieth day of June, one thousand, eight hundred and nine, gave and devised all and singular his Freehold
10 Messuages, Farms, Lands, Tenements and Hereditaments and Freehold Estate whatsoever and wheresoever situated in the county of Kent or other Counties therein named with
11 Appurtenances, to his Wife, *Jane Forsyth*, and her Heirs. To hold to and to the Use of her, the said Jane Forsyth, her Heirs and Assigns, for ever. And did also give and devise all
12 and singular his Copyhold and Customary Hereditaments and Estates, with the appurtenances, to his said Wife, Jane Forsyth. To hold to and to the Use of her, his said Wife,
13 her Heirs and Assigns, according to the Custom of the respective Manors whereof the same were respectively holden. **Now at this Court** comes the said Jane Forsyth,

14 by **William Burton**, her Attorney by Virtue of a Letter of Attorney, under
the Hand and Seal of the said Jane Forsyth bearing date the thirteenth
day of June one thousand, eight
15 hundred and twelve which said letter of Attorney is now produced in
open Court and enrolled and is in the Words following (that is to say)
“Know all Men by these Presents
16 “That I, Jane Forsyth of **Upper Wimpole Street** in the Parish of **Saint
Mary le Bone** in the County of **Middlesex**, Widow, Have made,
ordained, constituted and appointed and by these
17 “Presents, Do make, ordain, constitute and appoint William Burton of
Cornhill in the City of **London**, Gentleman, my true and lawful attorney
for me, the said Jane Forsyth, and in
18 “my Name and in my Stead, to appear at any General or Special Court
Baron to be holden in and for the Prepositur or Manor of Otford in the
county of Kent and, then and there, for
19 me, and in my Name, to be admitted Tenant of the said Prepositur or
Manor, according to the Custom thereof, to all those two Customary or

Copyhold Pieces or Parcels of Land

- 20 “called the Bishops Lease, otherwise Bishops Lees, now and for
sometime past, divided into four pieces or parcels of land lying upon
the East Hill in the parish of Shoreham
- 21 “within the said Manor, containing by Estimation thirty Acres, more or
less, holden of the said Manor by Copy of Court Roll at the Will of the
Lords according to the Custom of
- 22 “the said Manor and Yearly Rent of six Shillings eight Pence and, after
being admitted Tenant thereof according to the Custom of the said
Prepositur or Manor then, for me the
- 23 “said Jane Forsyth and in my name and Stead, to Surrender into the
Hands of the Lord or Lords, Lady or Ladies, of the said Prepositur or
Manor, according to the Custom
- 24 “thereof, All my Estate and Interest of, in and to the aforesaid Pieces or
Parcels of Land with their, and every of their, Appurtenances unto and
to the use of **Alexander Murray**
- 25 “of **Symonds Inn** in the County of Middlesex, Esquire, his Heirs and

Assigns, forever, according to the Custom of the same Prepositur or Manor and for me, the said Jane Forsyth,

26 “to do and execute all and every Act and Thing, Acts and Things, needful and requisite in the Premises as fully, to all Intents and Purposes, as if I was personally present.

27 “and had done and transacted the sme in my own proper person hereby ratifying and confirming all and whatsoever my said Attorney shall lawfully do, or cause to be

28 “done in and about the premises. In witness whereof I have hereunto set my Hand and Seal the thirteenth Day of June in the Fifty second Year of the Reign of our

29 “Sovereign Lord George the Third, by the Grace of God, of the United Kingdom of Great Britain and Ireland, King, Defender of the Faith and in the Year of our Lord

30 “One thousand, eight hundred and twelve. Jane Forsyth ¹⁶⁴ Signed,
Sealed and Delivered in the presence of **Crosier Raine Turner**, Inner
Temple, **John W. Hays**, Clerk to **Mr. Murray**
31 “**Symonds, Jun.**” and humbly prayeth to be Admitted to the said
Customary or Copyhold Premises with the Appurtenances of which the
said Thomas Forsyth died seized.
32 To whom the Lords by their said Steward granted and delivered seizin
by the Rod. **To have and to hold** the said Customary or Copyhold
premises, with the
33 Appurtenances, unto the said Jane Forsyth, her Aeirs and Assigns,
forever by Copy of Court Roll at the Will of the Lords according to the
Custpm of the said Manor by the
34 ¹⁶⁵ Rents and Services for the same due and of right accustomed and she

¹⁶⁴ two letters, which look like “SS”, in a circle

¹⁶⁵ Fine 6^s 8^d in margin

gave to the Lords for a Fine for such her Estate and Admission as
appeareth in the Margin and was
34 admitted Tenant and Fealty was Respited. **And immediately**
afterwards sitting the Court, the said Jane Forsyth by the said William
Burton her said Attorney,
35 by the said Letter of Attorney, in that behalf duly Authorized in
consideration of five hundred Pound of lawful British Money, to her in
hand paid by the said Alexander Murray,
36 surrendered into the Hands of the Lords of the said Manor, by the
Acceptance of the said Steward by the Rod according to the custom of
the said Manor, All and singular
37 the said Customary or Copyhold Premises, with the Appurtenances, to
which she was admitted in form aforesaid, To the Use and Behoof of
the said Alexander Murray, his Heirs and
38 Assigns, for ever. **And** the said Alexander Murray, being present here
in Court, humbly prays to be admitted to the said Copyhold or
Customary premises. To whom the

39 said Lords, by their said Steward, granted and delivered Seizin thereof
by the Rod, To have and hold all and singular the said Customary or
40 Copyhold Premises, with the
Appurtenances, unto the said Alexander Murray, his Heirs and
Assigns, forever, by copy of Court Roll at the Will of the Lords according
to the Custom of the said Manor by
41 ¹⁶⁶ the Rents and Services for the same due and of Right accustomed. And
he gave to the Lords for a Fine for such his Estate and Admission as
appears in the Margin and
42 was admitted Tenant and Fealty was respited. **And immediately**
afterwards sitting, the Court, the said Alexander Murray surrendered
into the Hands of the
43 Lords of the said Manor, by the Hands and Acceptance of the said
Steward by the Rod according to the Custom of the said Manor, All

¹⁶⁶Fine 6^s 8^d in margin

44 and singular the said Customary or
Copyhold Premises, with the Appurtenances, to which he was
admitted in Form aforesaid. To the use and Behoof of such Person or
Persons, and for such Estate and
45 Estates, Ends, Intents and Purposes, as he, the said Alexander Murray,
shall in and by his last Will and Testament in Writing, under his Hand
and Seal, to be by
46 him duly executed, give, devise, limit and appoint.

Examined ?? Claridge
Steward.

On outside:

30th July 1834

Prepositor or Manor of Otford

Admission

Of Mrs Jane Bartholomew
and
conditional surrender
to Miss Elizabeth Wiggins

Prepositor

At the special Court Baron of The
Right Honorable *William*

Pitt, Earl Amherst, Lord of the said Manor,

holden at the
or

Rose and Crown Inn at *Dunton Green*
in the parish of *Otford*

and within the said Manor on the thirtieth day of

July one

Manor of Otford

thousand, eight hundred and thirty four
Before *George*

Lennard Austen, gentleman, Steward

It is thus Enrolled

8 **The Homage** being sworn and charged upon their oaths, present and
say that at a Special

9 Court Baron holden for the said Manor on the twenty seventh day of June

10 One thousand, eight hundred
and twelve **Alexander Murray**, Esquire, late one of the Customary Tenants
of the Manor, was admitted
11 Tenant to All those two customary or copyhold pieces or parcels of land
called **Bishops Leese**,
12 otherwise Bishops Lees, ?? now and for some time past devised into four
pieces or parcels,
13 lying upon **East Hill** in the parish of **Shoreham** within the said Manor,
containing by estimation,
14 thirty acres, more or less, holden of the said Manor by copy of Court Roll at
the Will of the Lord
15 according to the custom of the said Manor at the yearly rent of six shillings
and eight pence. To hold
16 to the said Alexander Murray, his heirs and assigns, forever. And that, at
the same Court, the said Alexander Murray, duly
17 surrendered the same copyhold or customary lands and premises to the
use of his last will and Testament and

18 that the said Alexander Murray, in and by his last will and Testament in
writing bearing date on or about the sixth
19 day of June One thousand eight hundred and twenty nine, gave and
devised his freehold messuage, cottage and outbuildings
20 and freehold and copyhold closes and parcels of land called *Little Porters
Farm* situate on *Shoreham Hill* in the said parish of

21 Shoreham in the said county of Kent, with the appurtenances, then in the
occupation of *William Vaughan* or his
22 undertenants, unto the said testator's *daughter, Jane Murray* , and her
heirs. To hold the copyhold part thereof
23 unto her, her heirs & assigns according to the custom of the Manor of
which the same were holden. And whereas the said
24 Alexander Murray hath lately departed this life.

25 **Now at this Court** comes the said Jane Murray (now the wife of *George
Daysh Bartholomew*) in her

26 own proper person and prayed to be admitted Tenant to the said
27 customary or copyhold pieces or parcels of land and premises,
28 with the appurtenances, according to the form and effect of the last Will
29 and Testament of the said Alexander Murray and
30 according to the custom of the said Manor. To whom the Lord, by his said
31 Steward, grants seizen thereof by the rod. **To have**
32 **and to hold** the said customary or copyhold pieces or parcels of land and
premises, with the appurtenances, unto the said Jane Bartholomew
(late the said Jane Murray), her heirs and assigns, for ever of the Lord by
Copy of Court Roll at the Will of the Lord according
to the custom of the said manor by the rents, customs and services
therefore due and of right accustomed. And so the said
Jane Bartholomew (late the said Jane Murray) as aforesaid is admitted
Tenant thereof in form aforesaid and gives to the Lord for

33 a fine for such her admission as appears in the margin¹⁶⁷ and fealty is respited

34 **And immediately** afterwards sitting the Court, the said Jane
Bartholomew, with the concurrence of her husband,
35 the said George Daysh Bartholomew, being severally present in Court in
their proper persons and the said Jane Bartholomew,
36 having been first examined secretly and apart from her said husband and
freely and voluntarily consenting
37 thereto, surrendered into the hand of the Lord of the said Manor, by the
Rod by the hands and acceptance of his said
38 Steward there according to the custom of the said manor, All and singular
the said customary or copyhold pieces
39 or parcels of land and premises To the use and behoof of *Elizabeth Wiggins*

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6^s/8^d written in the margin

(#64) of *Arlington Street, Camden Town*

40 in the County of Middlesex, spinster, her heirs and assigns, for ever at the
will of the Lord, according to the
41 custom of the said Manor, Provided always and upon this condition that, if
the said George Daysh
42 Bartholomew and Jane, his said wife, or either of them or their or either of
their heirs, executors,
43 administrators or assigns, shall well and truly pay, or cause to be paid, to
the said Elizabeth Wiggins, her
44 executors, administrators or assigns, the full sum of Seven hundred and
fifteen pounds of lawful
45 British money with lawful Interest for the same after the rate of five pounds
per cent
46 per annum, at or upon the twenty eighth day of November now next
ensuing
47 without any deduction or abatement whatsoever, according to a covenant
in that behalf

48 contained in and the tenor and effect of a certain Indenture of Mortgage
bearing date
49 the twenty eighth day of November One thousand, eight hundred and
thirty three
50 made between the said George Daysh Bartholomew and Jane, his said
wife, of the one part
51 and the said Elizabeth Wiggins of the other part, then the said Surrender to
be void
52 or else to remain in full force and virtue.

G. L. Austen
Steward

This special Court Baron was held on the same date as the previous one
On outside:

30th July 1834

Prepositor or Manor of Otford

Conditional
Surrender to Miss
Jane Ann Wanga

Prepositor

or

Manor of Otford

At the special Court Baron of The
Right Honorable

William Pitt, Earl Amherst, Lord of the said
Manor, holden at the *Rose and Crown
Inn* at

Dunton Green in the parish of *Otford* and within
the said Manor on the thirtieth day of
July one

thousand, eight hundred and thirty four Before
George Lennard Austen, gentleman, Steward

It is thus Enrolled

- 9 **The Homage** being sworn and charged upon their Oaths, present and
say that at
10 this Court came *Jane, the wife of George Dyash Bartholomew*, Esquire (

late *Jane Murray (#60)*,
11 Spinster) and, with the concurrence of her said husband, the said **George**
Dyash Bartholomew (#59),
12 being severally present in Court in their own proper persons and the said
Jane Bartholomew,
13 having been first examined secretly and apart from her said husband and
freely
14 and voluntarily consenting thereto, surrendered into the hands of the Lord
of the
15 said Manor by the rod by the hands and acceptance of his said Steward
there
16 according to the custom of the said Manor, All and singular those two
17 customary or copyhold pieces or parcels of land called the **Bishops Leese**,
18 otherwise the Bishops Lees, and divided into four pieces or parcels,
19 lying upon the **Easthill** in the parish of **Shoreham** within the said
20 Manor, at the yearly rent of six shillings and eight pence to which said
21 premises the said Jane Bartholomew had been admitted Tenant at the

22 same Court. To the use and behoof **Jane Ann Waugh (#61)** of **Wellington**
23 in the county of **Somerset**, spinster, her heirs and assigns, for ever at
24 the will of the Lord according to the custom of the said Manor
25 provided always and upon this condition that, if the said George
26 Dyash Bartholomew and Jane, his said wife, or either of them,
27 shall well and truly pay, or cause to be paid, unto the said Jane Ann
Waugh
28 her executors, administrators or assigns, the full sum of four hundred
29 and seventy pounds of lawful British money, with lawful interest for
30 the same at the rate of five pounds per cent per annum, at or upon the
31 thirtieth day of July which will be in the year of our Lord One
32 thousand, eight hundred and thirty five, without any deduction or
33 abatement whatsoever according to a covenant in that behalf contained
34 in and the tenor and effect of a certain Indenture of Mortgage
35 dated this present thirtieth day of July Lord One thousand, eight hundred
36 and thirty four and made between the said **George Dyash Bartholomew**,
37 and Jane, his wife, of the one part and the said Jane Ann

38 Waugh of the other part tha? that the said Surrender should
39 be void or else to remain in full force and virtue.

G. L. Austen
Steward

Many words are abbreviated in the abstracts. These abbreviations, some of which are obvious, have been expanded wherever possible, sometimes with a note to indicate this. There are many places where it seems impossible to decide what actually occurred and some of these problems are described in a note added at the end by one of the lawyers involved with the case.

Notes in the margin are given here as footnotes.

On outside:

Abstract of Title
of ***George Daysh Bartholomew***,
Esquire, to a copyhold Estate
upon ***East Hill, Shoreham***
in the county of Kent, held
of the ***Manor of Otford***

George Waugh

5 Great James Road, Bedford Row

page 1:

Abstract of Title of *George Daysh Bartholomew (#59)*, Esq., to a copyhold Estate situate upon *East Hill, Shoreham* in the county of Kent, held of the *Manor of Otford*

28th May 1759

At a Court Baron was presented the death of *William*

2 168 *Hartrop (#56)* and that he died seized of two pieces or parcels
of
3 land called *Bishops Leaze* lying upon the *East Hill* in the
parish of Shoreham containing 30 acres at the yearly rent
4 of 6^s/8^d having devised the same, by his will, unto his Cousin
5 *John Bird (#40)* and to his heirs to be holden of the Lords of
the said

6 Manor
7 *same date* At that same Court came the said John Bird in his own
8 person and was admitted to the said two pieces of land
9 To hold the same unto the said John Bird, his heirs

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notes: admittance is proved . B.T.U.H. (**these initials appear at the
end of a number of such notes**)

and afterwards divided into 4, see ???
as to the will of Wm. Hartnop ?? ??

10 and assigns for ever and gave to the Lords for a fine
11 6^s/8^d
12 At the same Court the said John Bird surrendered the
13 same two pieces of land to the use of his wife.

28th August 1761¹⁶⁹ At a Special Court holden for the said manor, It was
presented the said
15 **John Bird (#40)** surrendered on 1st June 1759 into the hands of
the Lords of the Manor
16 aforesaid
17 All the said two Copyhold pieces of land
18 called Bishops Leaze containing thirty
19 acres

169

changed from 1st June 1759 Copy surrender ?? ?? B.T.U.H.

20 To hold to the use of *James Taylor of Kingsdown* in
21 Kent, Yeoman, his heirs and assigns for ever
22 Subject to redemption on payment by said John
Bird,
23 his heirs, executors and assigns, to said James
Taylor,
24 his executors, administrators and assigns, of £75
with interest at the
25 rate of £4. 10s per cent per annum on 2nd Dec.
then next

page 2:

28th August 1761¹⁷⁰

At a Special Court Baron holden for the said Manor

¹⁷⁰

see "Manor of Otford 24th May 1766, Document 1766-2" for the full text of this document

2 After reciting the last Conditional Surrender and that the said
sum of £75
3 ¹⁷¹ was not paid according to the proviso therein contained but
that the said
4 sum of £75 was then paid unto the said James Taylor in full
discharge
5 thereof by *John Kipps* of *Kimsing*¹⁷² in the said County,
Maltster, together with
6 the sum of £125 more, unto said John Bird. And that said
James Taylor
7 and John Bird, being both present there in Court, surrendered
the same
8 premises which were then, and had been for some time past,

¹⁷¹ Copy surrender proved ??, B.T.U.H.

¹⁷² strange spelling of Kemsing

divided into 4
9 pieces or parcels, into the hands of the Lords of the said
Manor, by the acceptance
10 of their Steward freed and discharged from the proviso before
mentioned.

11 **To hold** the same to the use of the said
John Bird, his heirs and assigns
12 forever

13 **Subject** to a condition for making void
the surrender on payment by said John
14 Bird, his heirs ,
executors, administrators or assigns, unto
said John Kipps, his executors,
15 administrators or
assigns, of the sum of £205 on the 1st day
16 of March then
next.

24th May 1766¹⁷³ **At a Special Court Baron** After presenting the last
18 abstracted Conditional Surrender to said John Kipps
19 ¹⁷⁴ **It was** further presented that the said sum of £205 was not
 paid
20 according to the condition last mentioned but that the sum of £180
 5s was
21 then remaining due thereon to said John Kipps and that the said
 John Kipps,
22 being present in Court, the same was paid to him by **John**
 Chapman of

173

again, see "Manor of Otford 24th May 1766, Document
1766-2" for the full text of this document

174

Copy surrender proved ??, B.T.U.H.

23 ¹⁷⁵ Shoreham in Kent, Shopkeeper, by the direction of said John Bird in
full
24 discharge of the condition before mentioned..
25 **And that** the said John Chapman also paid the further
sum
26 of £11 15s to the said John Bird making together £200. And that
the said John Kipps
27 (by the direction of said John Bird) and the said John Bird, being
both present, surrendered
28 into the hands of the Lords of said Manor
29 **All** the said 2 Copyhold pieces of land
called ***Bishops Lease*** otherwise Bishops
Lees then

175

So the manor, by mistake, have called James ? (question mark in
note followed by an unreadable word, unreadable line) , £19 15s ??

29 and for some time past divided
30 into 4 pieces or parcels lying upon the
31 East Hill in the said parish of Shoreham,
30 acres more or less

32 **To hold** the same To the use of the said John Chapman,
his
33 heirs and assigns for ever.

34 **Subject** to redemption on payment by said John Bird, his
heirs
35 executors and administrators unto the said John Chapman,
his executors, administrators or
36 assigns of the sum of £205 on the 24th November then
next.

9th January 1770

At a Special Court Baron then holden After
presenting the several

2 ¹⁷⁶ before abstracted Conditional Surrenders. And that sum of £205
3 was not paid according to the condition of the last Surrender and
4 that the
5 same was then due and owing to the said John Chapman with a
6 considerable
7 arrear of Interest and that such Surrender and Estate thereby
8 granted
9 became absolute.

Then at same Court came the said John Chapman and
prayed

to be admitted Tenant to

All the aforesaid premises

10 To whom the Lords, by their Steward, granted seizen
thereof
11 by the rod
12 **To hold** the same unto the said John Chapman, his
heirs
13 and assigns, forever, according to the custom of the
said manor.

10th August 1775¹⁷⁷

15 **At a Court Baron** then holden The said John
Chapman
surrendered
16 **All** those two customary or Copyhold pieces or
17 parcels of land called the Bishop's Lease
otherwise

18 Bishops Lees then and for some time past
divided into
19 4 pieces or parcels lying upon East Hill in the
20 Parish of Shoreham within the said Manor
containing,
21 by estimation, 30 acres more or less, holden of
the said Manor
22 by Copy of Court Roll at the Will of the Lord
according
23 to the custom of the said Manor at the yearly
rent of 6^s/8^d
24 **To the Use and Behoof** of the said John Bird and
his heirs who,
25 being present in Court, prayed to be admitted
thereto.

26 **To whom** the Lords, by their Steward, granted seizen

thereof by the Rod.

27 **To hold** the same unto the said John Bird, his heirs
and assigns
28 for ever by Copy of Court Roll at the Will of the Lord
according
29 to the custom of the said Manor by the rents and
services for the
30 same due and of right accustomed and he gave to
the Lord
31 for a Fine 6^s .8^d and was admitted tenant.
32 At the same Court and Sitting said John Bird surrendered
into the hands
33 of the Lords of the said Manor¹⁷⁸

178

this part of the document is also given in the document
detailing the Court Baron of 1780 - see Manor of Otford
1780

34

All the aforesaid premises

35

To hold the same unto and to the use of **John
Bennett of Kemsing**

page 4:

1

in the County of Kent, Farmer, his heirs & assigns for
ever.

2

Subject to a proviso for redemption on payment by
the

3

said John Bird, his heirs, executors or administrators,
unto the said John

4

Bennett, his executors, administrators or assigns, of
£275 with Interest at

5

5 per cent per annum on the 10th of February then
next.

10 March 1780

At a Special Court Baron then holden. The last

Surrender

7 to John Bennett was presented & that said sum of £275 and
interest had
8 ¹⁷⁹ not been paid according to the condition of the said Surrender
whereby the
9 estate in Law of the said John Bennett of and in the premises
became
10 absolute. And that said John Bennett thereupon came into Court &
11 prayed to be admitted to

12 All the aforesaid premises

13 **To whom** the Lords, by their Steward, granted seizen
thereof by the

14 Rod

15 **To hold** the same, with the appurtenances, unto the

said John
Bennett, his heirs and assigns, for ever.

16

17

18

At that same Court said John Bennett admitted that
he was then paid the whole of the £275 and interest and thereupon,
at

19

the request of said John Bird, surrendered back

20

All the aforesaid premises

21

To the Use and Behoof of said John Bird, his heirs and
assigns,

22

for ever, who, being present in Court, prayed to be admitted

23

thereto

24

To whom the Lords, by their Steward, granted seizen thereof

25

by the Rod

26

To hold the same unto the said John Bird, his heirs
and

27 assigns, for ever.

28 **At that same Court and Sitting**, the said
29 John Bird being present, Did surrender into the hands of the Lords
30 of the said Manor, according to the custom of the said Manor,
31 All the said Customary or Copyhold pieces or
32 parcels of land to which he was admitted as
aforesaid
33 And all other his customary Lands and premises

page 5:

1 Holden of the said Manor by copy of
2 Court Roll as aforesaid. And all his estate,
3 right title and interest therein. And the
reversion
4 and reversions, ?? and ??s

18 and devised

19 All and singular his copyhold and
20 ¹⁸⁰ customary hereditaments and estates (which
21 he had previously surrendered to the use of
22 ¹⁸¹ his will) with the appurtenances

23 ?? **his wife, Jane**, To hold the same to and to the
24 use of his said wife, her heirs and assigns, according to
25 the customs of the respective Manors whereof the same were
26 respectively holden.

180 Does this appear? no

181 x I presume the Copy Roll has been examined to ascertain the
fact. But even if it should be omitted to be entered there I think
that after such a length of time it might be presumed (initialled)
Court Rolls since searched but no surrender entered (see end of
page 14 of abstract)

page 6:

1812 June 13

By Indenture between *Jane Forsyth* of *Upper Wimpole*

2

Street in the Parish of *St. Maryle bone* in the said County of
Middlesex, widow,

3

of the 1st part, *John Fellows Claridge* of *Sevenoaks* in the county of
Kent,

4

Gent. of the 2nd part & Alex. Murray of Symonds Inn in the said

5

County of Middlesex, Gent. & *William Burton* of *Cornhill*, in the City
of

6

London, Gent, of the 3rd part.

7

Reciting the Will, death and probate of the Will of

8

the said Thomas Forsyth

9

And Reciting that the said Jane Forsyth had agreed

10

with the said Alex. Murray for the complete sale to him of the

11

absolute estate of inheritance in fee simple in possession of
the

12 customary or copyhold lands thereafter mentioned freed
from

13 Land Tax (the same having been redeemed).

14 **It is witnessed** that, in pursuance of the said agreement
and

15 in con? of £500 being then apportioned con?? for the purchase of
the copyhold hereditaments to the said Jane Forsyth ?? by ?? ??,
the said Jane Forsyth did covenant, promise,

16 grant and agree to and with the said Alex. Murray, his heirs and
assigns,

17 that the said Jane Forsyth and her heirs, and all and every other
person

18 and persons seized of the customary or copyhold hereditaments
thereinafter mentioned,

19 or in any wise interested therein, should and would at the next or
20 some subsequent Court Baron General or Special to be holden for

21 the
Prepositur or Manor of **Otford** in said county of Kent, at the request
and
22 expense of the said Alexander Murray, his heirs or assigns,
surrender,
23 or cause to be surrendered, into the hands of the Lord or Lords,
Lady
24 or Ladies of the said Prepositur or Manor according to the custom
25 thereof and effectually assure
26 **All** those two customary or copyhold pieces
27 of land in the Surrender of 10th August 1775
28 described
29 And all ways, etc.
30 Together with the copies of Court Roll relating
31 to said premises
32 Unto the said Alex. Murray, his heirs and assigns, for ever
33 according to the custom of the same Prepositur or Manor

34 Covenants from said Jane Forsyth
35 That she was lawfully seized
36 Had good right to surrender

page 7:

1 For quiet enjoyment, freed from encumbrance
2 (except the rents, duties and services to the Lords of
the Manor
3 and a certain ?? of lease since expired)
4 For further assurance
5 Executed by all parties and attested
6 Receipts for ?? money endorsed, signed and
7 witnessed

1812 June 27th At a Special Court Baron then holden, the Homage presented

9 182 that said Thomas Forsyth died seized of
10 All those his customary or copyhold pieces or parcels
11 of land called the *Bishop's Leese* otherwise *Bishop's*
12 *Lees* & then & for some time past divided into 4
13 pieces or parcels lying upon *East Hill* in the parish of
14 Shoreham within the said Manor, containing, bu
 estimation,
15 30 acres, more or less, holden of the said Manor by
 copy
16 of Court Roll at the will of the Lords according to the
17 custom of the said Manor at the yearly rent of
18 6^s/8^d
19 And the Homage also presented the said ?? ?? of the said
20 Thomas Forsyth

21 Then at that Court came the said Jane Forsyth, by *William Burton*,
her attorney¹⁸³,

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[inserted on the back of this page:](#)

by virtue of a Letter of attorney? under her hand & seal dated
13th June 1812 then
produced & enrolled ?? "Know all ?? by those Present that I,
Jane Forsyth
of ?? . . . ?? Have made, constituted & appointed by those
present Do
make, ordain ?? and appoint William Burton of Cornhill in the
City of London,
Gentleman, my lawfully ?? ?? my name and in my stead, to
appear at any
General or Special Court Baron ?? ?? for the Manor of Otford
and
?? free use and in my name to be admitted . . .
. . . those 2 ?? pieces or parcels of land
the Bishop's Lease or Bishop's Lees . . .

22 & humbly prayed to be admitted to the said customary or copyhold
pieces
23 with the appurtenances, of which the said Thomas Forsyth died
seized.
24 To whom the Lords, by their Steward, granted and delivered
seizin by the rod
25 To hold the same premises, with the appurtenances, unto
the said Jane Forsyth,
26 her heirs and assigns, for ever by copy of Court Roll at the will
of the Lords
27 according to the custom of the said Manor, by the rents and
services
28 for the same. due & of rights accustomed

. . . and after being admitted thereto to surrender the same to
Alex. Murray
of Symonds Green, Esq., his heirs and assigns, forever.

29 And immediately afterwards sitting the Court, the said Jane
30 Forsyth, by the said William Burton, her said attorney, by the said
letter duly authorised, in consideration of £500 to her
32 ¹⁸⁴ in hand paid by the said Alex. Murray, surrendered with the Lands
of
33 the Lords of the said manor by the acceptance of the said Steward
34 by the rod according to the custom of the said Manor.
35 All and singular the said customary or copyhold
36 premises, with the appurtenances, to which she was
admitted
37 in form aforesaid

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Qu. Is there mention of a Power of Attorney?

Yes

That is satisfactory

[Note on back of sheet - see footnote 12 - presumably answers the question](#)

page 8:

1 To the use of the said Alex. Murray¹⁸⁵, his heirs and assigns,
forever.

2 And the said Alex. Murray, being present in Court, humbly prayed
3 to be admitted to the said copyhold or customary premises
4 To whom the said Lords, by their said Steward, granted &
delivered seizin thereof by
5 the rod.

6 To hold the same, with the appurtenances, unto the
said Alexander
7 Murray, his heirs and assigns, for ever, by Copy of
Court Roll at
8 the will of the Lord according to the custom of the
said Manor,

185

see Manor of Otford 30th July 1834

9 by the rents and services for the same due and of
right accustomed.

10 And immediately afterwards sitting the Court, the said
Alexander

11 Murray surrendered into the hands of the Lords of the said Manor,
by the hands &

12 acceptance of the said Steward, by the rod, according to the
custom of the said

13 Manor.

14 All and singular the said customary or
15 copyhold premises, with the appurtenances,
16 to which he was admitted in form aforesaid

17 To the use of such person or persons and for such
estate or estates,

18 ends, intents, and purposes as he, the said Alexander
Murray,

19 should ?? by his last will & testament in writing

under his hand

20 & seal to be by him duly executed. given, devised, ??
??

21 & appointed.

1829 June 6th By his will of this date the said Alexander Murray gave &
devised

23 His freehold cottage & outhouses & freehold
24 & copyhold closes & parcels of land called **Little**
25 **Porters Farm** situate on **Shoreham Hill** in the
26 parish of Shoreham in the county of Kent, with
the appurtenances,
27 then in the occupation of **William Vaughan**, Esq.
or his
28 undertenants unto his **daughter, Jane Murray**,
and her
29 heirs.

30 To hold the copyhold part thereof unto her, her heirs
& assigns
31 according to the custom of the Manor of which the
same was
32 holden.

33 And the said Testator appointed Sir **Francis John Hartwell**,
Bar., Sir **Thomas**
34 **William Blomfield**, Bart., & **Charles Venner**, Esq. and his said
daughter Jane Murray, Executors
35 & Executrix of his will.

36 Executed in the presence of, & attested by, 3
witnesses
37 Proved in the Prerogative Court of Canterbury
15th Feb
38 1830.

page 9:

1833 Feb 12th

The said Jane Murray intermarried with **George Daysh
Barthololew**

28th Nov 1833

By Indre of Rele¹⁸⁶ of this date made before said George
Daysh Bartholomew

3 ¹⁸⁷

& Jane, his wife, theretofore said Jane Murray, spinster of the one
part & **Elizabeth**

4

Wiggins of **Arlington Street, Camden Town** in the County of
Middlesex, spinster

5

of the other part

186

Indenture of Release?

187

Orig. will ?? B.T.W.J.

6 **Reciting** (interalia) that at a special Court Baron holden in &
for
7 the Manor of Otford on the 27th June 1812, said Alexander
Murray
8 was admitted Tenant in fee of the Copyhold or customary
lands &
9 hereditaments therein after described & cov^d. to be
surrendered (on a surrender
10 thereof made by Jane Forsyth, widow) & at same Court said
Alexander
11 Murray surrendered said copyhold or customary
hereditaments to the uses of his
12 Will.

13 **And Reciting** that said Alexander Murray duly signed &
published
14 his last will in ?? dated 6th of June 1829 & thereby (amongst

15 ¹⁸⁸ other things)
 devised his copyhold closes & parcels of land called Little
 Porters Farm situate on
16 Shoreham Hill in said county of Kent, with the
 appurtenances, then in the
17 occupation of William Vaughan, Esq., or his undertenants, to
 his said Testor's
18 daughter, said Jane Bartholomew (then Jane Murray) & her
 heirs, to hold
19 unto her & her heirs & aforesaid according to the custom of
 the Manor of which
20 same were holden.

21 **And Reciting** that said testator died shortly after the date

& execution

- 22 of his said will without having altered or revoked the same &
shortly after his death
- 23 said will was proved by the executors & executrix thereof, in
the proper Ecclesiastical
- 24 Court.

- 25 ¹⁸⁹ **And Reciting** the xxxx abstracted Indre of settlement of
9th February 1833

- 26 **And Reciting** that the marriage between Jane
Bartholomew & George Daysh

27 Bartholomew was solemnized shortly after the date &
28 execution of said Indre
of settlement

29 **And Reciting** that said Jane Bartholomew had not as yet
been admitted
30 tenant of the copyhold pieces or parcels of land &
hereditaments situate at Shoreham
31 aforesaid thereinafter referred to & thereinafter covenanted to
be surrendered

32 **And Reciting** that said George Daysh Bartholomew & Jane,
his wife, having
33 occasion for the loan of £715, had applied to said Elizabeth
Wiggins who had
34 agreed to advance same to them upon ?? the repayment
thereof with interest
35 at £5 per cent per Annum secured as then mentioned.

page 10:

1 **It is by the now abstract of Indre of Rele witned**¹⁹⁰
 that, in consideration of
2 £715 to him paid by said Elizabeth Wiggins, said G. D.
 Bartholomew did for himself
3 his ?? executors & administrators, with said Elizabeth Wiggins, her
 heirs & ??,
4 **That** said Jane, the wife of said G. D. Bartholomew, should.
 at the expense of said G.D.
5 Bartholomew, within 6 Calendar months from the date of now
 abstract Indre,
6 procure herself to be duly admitted tenant in fee according to
 the custom of the

190

witnessed?

7 Manor of Otford in the county of Kent to the ??¹⁹¹ copyhold or
customary closes or
8 parcels of land therein after described. And also that he, said
G. D. Bartholomew and said
9 Jane, his wife, or their respective heirs & every other person
whose concurrence should
10 be decreed necessary, should, on the request of said
Elizabeth Wiggins, her executors.
11 administrators aforesaid, but at the costs of said G. D.
Bartholomew, his heirs or assigns, at the
12 next Court to be holden for said Manor of Otford or as soon
thereafter as might
13 be or out of Court if required, surrender into the hand or
hands of the

191

number of pounds?

14 Lord or Lords of said Manor according to the custom that all
the aforesaid customary
15 or copyhold pieces or parcels of land And all the estate of the
said
16 G. D. Bartholomew & Jane, his wife, then and thereto to the
use of said Elizabeth
17 Wiggins, her heirs and assigns, for ever at the Will of the Lord
according to the
18 custom of the Manor aforesaid, subject to a proviso to be
contained in such
19 surrender for making void same on payment of said principal
sum
20 of £715 & interest in manner therein before expressed.
21 **Executed** by said G. D. Bartholomew & Jane,
his wife, &
22 attested as to their signatures. Receipt for £715
indorsed,

23 signed & witnessed.

30th July 1834 **At** a Special Court Baron then holden the Homage presented
25 ¹⁹² to the effect contained in the recitals set forth in the last abstracted
26 Indre as to the administration of said Alexander Murray to the aforesaid
27 customary or copyhold parcels of land at Shoreham in said county of Kent, his ?? thereof to the
28 use of his Will, his said Will & that he had lately departed this life.
29 **Then**, at that Court came said Jane Murray (then the wife of
George Daysh

30 Bartholomew) & prayed to be admitted tenant to said
customary or copyhold pieces
31 or parcels of land & premises according to the custom of said
Manor.
32 To whom the Lord, by his Steward, granted seizen thereof, by
the rod.
33 **To hold** same premises, with the appurtenances, unto the
said Jane Bartholomew
34 & her heirs as aforesaid for ever of the Lord by Copy of Court
Roll at the Will of the
35 Lord according to the custom of said Manor by the rents,
customs & services thereof

page 11:

1 due & of right accustomed.

2 **And** immediately afterwards, sitting the Court said Jane
Bartholomew, with the

3 concurrence of her husband, said G. D. Bartholomew, being
severally present in
4 Court & said Jane Bartholomew, having been first examined
secretly and
5 apart from her said husband & freely consented thereto,
surrendered into the hands
6 of the Lord of said manor by the rod by the hands & acceptee of his
said steward
7 according to the custom of said Manor
8 **All** & singular said customary or copyhold
pieces
9 or parcels of Land & premises
10 To the use of Elizabeth Wiggins, spinster, her heirs and
assigns, for ever.
11 **Subject** to a proviso for surrender? on payment, by said G. D.
Bartholomew & Jane his wife,
12 or either of them, then or either of their heirs, executors,

13 administrators or ??, to said Elizabeth
Wiggins, her executors, administrators or ??, of £715 with interest
14 for same at £5 per cent
per Annum, upon the 28th of Nov. then next ensuing according to a
covenant in their
15 behalf contained in the heretobefore abstracted Indre of mtge¹⁹³ of
28th Nov 1833.

30th July 1834 **At** a Special Court Baron then holden the Homage presented
that
17 **At** that Court came said Jane, the wife of said G. D.
Bartholomew, &, with

18 ¹⁹⁴ the concurrence of her husband, surrendered into the hands of the
Lord of said Manor
19 by the rod by the hands & acceptee of said Steward there,
according to the custom
20 of said Manor.
21 ¹⁹⁵ **All** & singular said customary or copyhold premises,
22 with the appurtenances, to which she had been admitted
23 tenant.

¹⁹⁴ Copy Surrender proved & executed; B.T.U. & J.

¹⁹⁵ All these and those 2 customary or copyhold pieces or parcels of land called the Bishop's Leas & divided into 4 pieces or parcels being & upon the East Hill in the parish of Shoreham within the said Manor

24 To the use of *Jane Ann Waugh*, spinster, her, his & aforesaid,
forever.

25 **Subject** to redemption on payment by said G. D.
Bartholomew & Jane, his

26 wife, or either of them, or either of their heirs, executors,
administrators aforesaid, to said *Jane*

27 *Ann Waugh*, her executors, administrators, aforesaid, of £470
with interest at £5 per cent per

28 annum on 30th July 1835 according to the tenor of a certain
Indre of mortgage

29 dated 30th July 1834 made between said G. D. Bartholomew
and Jane, his wife,

30 of the one part & said Jane Ann Waugh of the other part.

1st May 1838 **By an Agreement** of this date made between said G. D.
Bartholomew
32 ¹⁹⁶ of the one part & **George Waugh** of *Gt. James Street, Bedford Row,*
in the County of
33 Middlesex, Gent, of the other part
34 The said G. D. Bartholomew (in consideration of £130 in hand
paid to him by said George

[Note: from here on the abbreviations used get more difficult to read](#)
page 12:

1 Waugh & of the other considerations? therein mentioned) Did
covenant & agree with said George
2 Waugh, his executors, ? that he, said G. D. Bartholomew, his heirs
& assigns?, & all necessary

3 parties? should, when thereunto required by said George Waugh,
his executors, administers, execute
4 to him and them a valid mortgage in fee by proper sum? with
powers of
5 sale, etc.? (inter alia)

6 **All** said premises at Shoreham
7 To secure payment of £130 & interest at £5 per cent per
annum &
8 certain other monies therein mentioned not exceeding in
the whole for
9 principal £1000

10 **Duly** executed by said G. D. Bartholomew
received for
11 £130, £30 & 50 indorsed signed by said G. D.
12 Bartholomew & attested.

25th June 1838 **By Memorandum** of this date under the hand of said G. D.
Bartholomew

14 indorsed on said hereinbefore abstracted Indre of release of 28th
Nov 1833.

15 ¹⁹⁷ **It is stated** that by said hereinbefore abstracted said Indre
of ?? & Release of 29th & 30th

16 July 1834 said Messuage¹⁹⁸ & premises called ***Little Porters Farm***
were as to the copyhold

17 part thereof covenanted to be surrendered to said J.A.Waugh¹⁹⁹, her
heirs and assigns, for

18 ? & payment of said £470 & interest at £5 per cent per annum

¹⁹⁷ original proved & Executed; B.T.U. & J.

¹⁹⁸ Messe

¹⁹⁹ page 11, line 30

19

Signed by said G. D. Bartholomew

25th June 1838

By Memorandum of this date under the hand of said G. D. Bartholomew

21

indorsed on said hereinbefore abstracted Indre of 28th Nov 1838²⁰⁰

22 ²⁰¹

It is stated that by said hereinbefore abstracted agreement or deed of covenant of 1st May

23

1838, said G. D. Bartholomew, for the considerations therein mentioned, did Covenant with said

24

G. Waugh that he, said G. D. Bartholomew, and all necessary

200

this date is earlier than that of the memorandum above. The will to which it refers was proved on 18th February 1839, a codicil having been added in September 1838

201

original proved & Executed; B.T.U. & J.

25 parties, should when
requested by said G. Waugh, his heirs & executors?, to him & them,
a valid ?? in
26 fee, by proper surrender of (inter alia) said premises at Shoreham to
secure payment
27 of £150 & interest at £5 per cent per annum & certain other monies
therein mentioned
28 advanced by said George Waugh to aforesaid G. D. Bartholomew
with interest at the rate aforesaid
29 & all other monies then due to said George Waugh or to him &
William Fisher, his cofituer
30 for business performed & monies expended in & about same by him
and them
31 not exceeding, in the whole, for principal £1000.

32 Signed by said G. D. Bartholomew

7th Feb 1838²⁰²

Said Elizabeth Wiggins, described as of *East Place* in the
Parish of

202

this date is six months prior to previous one but next
one is September 1838

page 13:

1 ***Saint Mary Lambeth*** in the County of ***Surrey***²⁰³, by her Will of this
date

2 **Gave** & bequeathed to ***Jonathan Hayne***, Esq. of ***Red Lion***
Street, Clerkenwell

3 in the county of Middlesex,

4 All the property, real or personal, of which
she
5 might die possessed

6 **In trust** to be disposed of in manner thereafter
mentioned.

7 **And** said testator, after directing the payment of her funeral
expenses &

203

described as of ***Arlington Street, Camden Town, Middlesex***,
spinster, in July 1834

8 just debts, named and appointed said Jonathan Haynes, sole
9 executor under her said
10 Will.

11 **And** said testator, after bequeaths divers pecuniary &
12 specific legacies,
13 appointed her **brother, Samuel Wiggins**, residuary legatee under her
14 said Will.

15 **Signed** & sealed by said testatrix &
attested by two
witnesses, proved by the Executor,
Jonathan Haynes
in the Prerogative Court of Canterbury on
the 10th
Feby. 1839

27th Sept. 1838 **By** a codicil of this date to the Will of Elizabeth Wiggins
17 **She**, said testatrix, gave, devised & bequeathed unto said
 Jonathan Haynes
18 therein described of **Croydon**²⁰⁴ in the County of Surrey, Esq.
19 **All** & every trust este²⁰⁵ & trust estes,
 whether in fee
20 or for a term or terms of years, vested in
 her by way
21 of mortgage or otherwise howsoever

22 **To hold** same unto said Jonathan Haynes, his heirs,
 executors, administrators

²⁰⁴ of Clerkenwell, Middlesex in previous February

²⁰⁵ "estate" ?

23 as aforesaid according to the several and respective
natures & tenancies? thereof &
24 upon & for & subject to such & the same or the like
trust este
25 & ests as were then vested in her & to be dealt with
& disposed
26 of accordingly.

27 **Signed** by said testatrix & attested by
two witnesses
28 proved with said hereinbefore abstracted
will in the
29 Prerogative Court of Canterbury.

17th May 1839 **Indre of Rele** made between said Jonathan Haynes of 1st part,
said Geo:

Daysh

- 31 Bartholomew (#59) & Jane (#60), his wife, of 2nd part & **Joanna**
32 ²⁰⁶ **Westron (#131)** of **Guildford**
in the County of Surrey, widow, of 3rd part.
33 **Reciting** (inter alia) the hereinbefore abstracted mortgage of
28th Nov. 1833
34 **And Reciting** the hereinbefore abstracted Will & Codicil of
said Elizabeth

page 14:

- 1 Wiggins & the proving thereof by her said executor.
2 **And Reciting** that sum of £715 was not paid at the time
3 for that purpose app^d but was still owing to said Jonathan
Haynes
4 as such executor as aforesaid upon said recited security but

all interest had been

5 paid to the day of the date of now abstracted Indre.

6 **And Reciting** that said Jonathan Haynes, having occasion
for said £715,

7 had requested said G. D. Bartholomew to discharge same but,
it

8 not being convenient for him so to do, he had requested said
Joanna

9 Westron to pay same which she had consented to do upon
having

10 such. Also? of said mortgage see 7²⁰⁷ as thereafter
continued.

11 **It is Witnessed** that in consideration of £715 to said Jonathan
Haynes paid by

12 said Joanna Westron at the request, & by the nomination, of said G.
D. Bartholomew,
13 to Jane, his wife, testified etc.?. the received etc?, said Jonathan
Haynes did convey
14 to said Joanna Westron certain freehold estates then mentioned
and did thereby? for
15 himself, his heirs, executors & administrators at the request of said
G. D. Bartholomew
16 & Jane, his wife, testified as aforesaid Cov^t with said Joanna
Westron, her heirs
17 & assigns.

18 **That** he, or his heirs, would, on the request (but not
otherwise) & at the
19 costs of said Joanna Westron, her heirs or assigns,
acknowledge or
20 cause to be acknowledged satisson? on the records or Court
Rolls

21 of said Manor for said £715 & interest or at the like request &
costs
22 cause himself or themselves to be admitted tenant or tenants
23 of said Customary or copyhold hereditaments & premises &
thereupon surrender
24 same to the use of such person or persons as said Joanna
Westron,
25 her heirs or assigns, should direct & in the meantime hold
same
26 in trust for said Joanna Westron, her heirs and assigns, for
sec^{d208} payment
27 of said £715 & interest & all other principal monies & interest
secured
28 by said Indre of mortgage.

29 Executed by said G. D. Bartholomew & Jane,
30 his wife, & said Jonathan Haynes & attested as
31 to all their signatures
32 Received for £715 indorsed, signed by said
33 Jonathan Haynes & witnessed

In 1842 a long note was written at the bottom of this page and on its reverse with notes written later in the left hand margin as throughout the abstract.

34 I have perused this abstract & subject to the following observations
approve the Title
35 Mr. Forsyth, by his will in 1809, devised all his Copyholds (which it
is stated he had surrendered

36 ²⁰⁹ to the use of his Will) but no such surrender appears by the abstract
to have been made. This should

back of page 14:

1 be seen on examining the Court Rolls. Does the Power of Attorney
appear by which Mr.
2 Forsyth empowered Mr. Burton to surrender to Mr. Murray?
3 ²¹⁰ If (as I presume) there has no been any admittance under the
Mortgage²¹¹ surrender

209 No surrender mentioned in the Court Rolls. but see Mr. Turmen
note at page 5 of this abstract written subsequent to this opinion.
(note to page 5: line 22)

210 There has been no admission

211 here spelled out in full

4 then I think that acknowledgements of satisfaction in them by Mr.
Haynes as Executor
5 of Miss Wiggins (pursuant to his Covenant for that purpose, see
Abstract folio 14) by Miss
6 Jane Ann Waugh will be sufficient to vacate & discharge such
surrender
7 & subsequently that the surrender to the Purchaser may be taken
from Mr. & Mrs.
8 Bartholomew only. But in the Deed of Conveyance of the Freehold,
to which Mrs.
9 Westron (the Assignee of Miss Wiiggins's Mortgage) will be a party,
she (Mrs. Westron)
10 should release the copyhold to Mr. & Mrs. Bartholomew in order &
to the intent the
11 better to enable them to surrender & assure the premises to the use
of the Purchaser.
12 The usual search should be made of the Court Rolls to

ascertain there are
13 no incumbrances besides what appear in the abstract.
14 It appears that the Lease comprises the Copyhold. It should
therefore
15 ²¹² be shown that a Licence was obtained from the Lord of the Manor
to grant the Lease
16 or a Dispensation be obtained of the forfeiture in granting it.
²¹³

J?? Turner

Grays Inn

28 May 1842

²¹² This to be attended to. J. ?. 10 June 1842

²¹³ License confirming the Lease since obtained

Documents concerning the three heiresses of Francis Paxton were written from at least 1777 onwards but, from the documents investigated during this study, these are only known from references in later documents which also refer to the wills of Robert Titchborne and his wife Elizabeth. These are listed here²¹⁴:

1777-1M Indentures of Lease and Release 1810-2; 1810-3
between Samuel Bell of Shoreditch, Brewer, and Mary, his wife, of the first part, Robert Titchborne of *Otford Place near Seven Oaks*, Esquire, of the second part, and Stevene Totton of Spital Square Gentleman, of the third part.

214

“M” indicates that the document is only known from reference to it in the document given at the end of the line

1778-1M	Indentures of Fine	1810-2
18 th Geo. 3 rd	between Robert Titchborne, Esquire and Stevene Totten, Gentleman, Plaintiffs	
Hilary Term	and Samuel Bell and Mary, his wife, Deformiants.	
1786-1M	Will of Robert Titchborne	1810-2; 1810-3
	then described of the Town of Oakingham in the County of Berks.	
1788-1M	will of Elizabeth Titchborne	1810-2; 1810-3
1790-1M	a codicil to 1788-1.	1810-2; 1810-3

There is also a document labelled Ab3: An Abstract of Deed of Separation between Mr & Mrs **Hales** of –.

	Document date - reference	page
Lease from Robert Samuel Everest to Walter Stirling	1810-1	4
Deed of Covenant: Mr. William Everest to Sir Walter Stirling	1810-2	13
Indenture of Five Parts	1810-3	23
Abstract of Deed of Separation between Mr & Mrs. Hales of –	Abstract3	58

Lease for a Year from Robert Samuel Everest to Walter Stirling 1st June 1810
Document 1810-1

1 ***This Indenture*** made the first day of June in the year of our Lord
 one thousand eight hundred and ten
2 **Between Robert Samuel Everest** of *Cornhill,*
 London, gentleman, and **Francis**
3 **Everest** of *Croydon* in the County of Surrey,
 Spinster, which said Robert Samuel Everest and
 Frances
4 Everest are two of the Grand Children and two of
 the Devisers named in the will of **Elizabeth**
 Titchborne, deceased,
5 late of **Man Street** in the parish of **Saint John**
 Hackney in the County of **Middlesex**, widow, and
 Devisee named in the will of Richard Titchborne,
 deceased,
6 the said Robert Samuel Everest being therein called Robert Everest, and

The 3 Heiresses

5

Lease for a Year from Robert Samuel Everest to Walter Stirling 1st June 1810
Document 1810-1

Samuel Margerum, late of *Man Street* in the parish of *Saint John Hackney*

7 but now of *Riley Street* in the parish of *Saint Luke* in the County of
Middlesex, Esquire, who hath Survived, *James Hale*, late of the parish of
8 *Saint Nicholas*,
Deptford, in the county of Kent, Brewer, his Co Trustee named and
appointed in and by the said will of the said Elizabeth Titchborne of the
one part and
9 **Sir Walter Stirling** of *St James's Place* in the County of *Middlesex*,
Baronet, of the other part **Witnesseth** that in consideration of the Sum
10 of five shillings of of lawful English money to each of them in hand well
and truly paid by the said Sir Walter Stirling the receipts whereof are
hereby respectively

The 3 Heiresses

6

Lease for a Year from Robert Samuel Everest to Walter Stirling 1st June 1810
Document 1810-1

- 11 acknowledged. **They**, the said Robert Samuel Everest and Samuel
Margerum **Have**, and each of them **Hath**, bargained and sold and by
12 these presents **Do**, and each of them **Doth**, bargain and sell unto the said
Sir Walter Stirling, **All those** two undivided third parts (the whole into
three
13 equal parts to be divided) of them the said Robert Samuel Everest and
Frances Everest of and in All that one undivided third part to which the
said Elizabeth
14 Titchborne became intituled as one of the Co-Heiresses at-law of Francis
Everest Paxton, Of and in All those several pieces or parcels Arable,
Meadow and Woodland
15 called or known by the name of *Paxton's Land* containing in the whole, by
Estimation, Thirty four acres, more or less, acres situate, lying and being

The 3 Heiresses

7

Lease for a Year from Robert Samuel Everest to Walter Stirling 1st June 1810
Document 1810-1

at or in the
16 the parish of *Shoreham* in the said County of Kent and late in the tenure or
occupation of *Thomas Waring*, his undertenants or assigns, but now in the
occupation
17 of *Mr. William Everest*, half-brother of the said Robert Samuel Everest and
Francis Everest, parties hereto, his undertenants or assigns. And also all
those two undivided
18 third parts (the whole into three equal parts to be divided of them the said
Robert Samuel Everest and Francis Everest of and in all that other
undivided third

19 part of and in the said several pieces or parcels of Arable, Meadow and
Woodland called or known by the name of Paxton's Land to which she, the
said
20 Elizabeth Titchborne became intituled under and by virtue of the last will

The 3 Heiresses

8

Lease for a Year from Robert Samuel Everest to Walter Stirling 1st June 1810
Document 1810-1

and testament of **Robert Titchborne, Esquire, her husband**, and which he, the said Robert

- 21 Titchborne, purchased of and from **Samuel Bell** and of and in all Houses, Outhouses, Barns, Stables, Woods, Underwoods, Trees, Hedges, Commons, Common of Pasture, Ways,
- 22 Water, Watercourses, rights, profits, Commodities, Advantages, Emoluments and hereditaments and parts and Shares of all Houses, Outhouses, Barns, Stables, Woods, Trees, Hedges,
- 23 Commons, Common of Pasture, Ways, Waters, Watercourses, rights, profits, privileges, Commodities, Advantages, Emoluments, Hereditaments and all appurtenances whatsoever to the said undivided
- 24 parts of and in the said Lands, Tenements and Hereditaments hereby bargained and sold or expressed or intended so to be, or any part thereof belonging or in any wise appertaining, or to or with the same or

The 3 Heiresses

9

Lease for a Year from Robert Samuel Everest to Walter Stirling 1st June 1810
Document 1810-1

25 any part thereof, now or at any time heretofore used, occupied, possessed
or enjoyed or accepted, deemed, taken or known as part, parcel or member
thereof²¹⁵. **To have and to hold** the said undivided
26 parts and shares of and in the said Lands, Tenements and Hereditaments
hereby bargained and sold or so intended to be unto the said Sir Walter
Stirling, his Executors,
27 Administrators and Assigns from the day next before the day of the date
hereof for and during and unto the full end and term of one whole year
from thence next ensuing and fully
28 to be complete and ended. **Yielding and Paying** therefore unto the
said Robert Samuel Everest, Frances Everest and Samuel Margerum, their
heirs and assigns, the rent
29 of a pepper corn on the last day of the said term if the same shall be

²¹⁵

lines 21 to 25 are repeated as lines 25 to 30 in document 1810-3

Lease for a Year from Robert Samuel Everest to Walter Stirling 1st June 1810
Document 1810-1

lawfully demanded. **To the intent** that, by the virtue of these present
and by the force of the statute made for
30 transferring uses into possession the said Sir Walter Stirling may be in the
actual possession of and in the said undivided parts or shares of and in the
said Land, Tenements
31 and premises above mentioned and intended to be hereby bargained and
sold, and every part thereof, with the appurtenances and may be thereby
enabled to accept and take a Grant and
32 Release of the Reversion and Inheritance thereof to him and his Heirs. To
such uses, and upon and for such Trusts and intent and purposes as are
mentioned, expressed and declared of and concerning
33 the same in and by a certain Indenture of five parts prepared and intended
to bear date the day next after the day of the date of these present and
made between the said Robert Samuel
34 Everest and Frances Everest of the first part, the said Samuel Margerum of
the second part, *Richard Joseph* of *Little New Street, Shoe Lane, London*,

The 3 Heiresses

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Lease for a Year from Robert Samuel Everest to Walter Stirling 1st June 1810
Document 1810-1

35 pewterer, of the third part, the said Sir Walter Stirling of the
fourth part and ***John Collier of Carey Street*** in the said County of
Middlesex, gentleman, of the fifth part. In witness whereof the said
parties to these present have hereunto set their hands and seals this day
and year first above written.

Seals of:

Robert O Samuel Everest Frances Everest O Samuel O
Margerum

Signed, Sealed and Delivered in the presence of us by the within name Robert

The 3 Heiresses

12

Lease for a Year from Robert Samuel Everest to Walter Stirling 1st June 1810
Document 1810-1

Samuel Everest and Frances Everest in the presence of:

Edward Wallwyn Shephard

?? clerk to ??

Jennings, clothier

Deed of Covenant: Mr. William Everest to Sir Walter Stirling 2nd June 1810
Document 1810-2

This Indenture

made the second day of June in the year of our
Lord one thousand eight hundred and ten

Between William Everest of ***Otford*** in the
County of Kent, yeoman, of the one part and

Sir William Stirling of ***Shoreham*** in the said
County of Kent, baronet, of the other part.

Whereas

the said William Everest on the day of the date of
these present is and stands seized of an Estate of
inheritance in fee simple in possession of and in
five ninth parts or shares of and in All those several

pieces or parcels of Arable, Meadow and Woodland called or known by the
name of ***Paxton's Land*** containing in the whole, by estimation, Thirty four
acres situate, lying and being at or in

the parish of ***Shoreham*** in the said County of Kent and late in the tenure or

Deed of Covenant: Mr. William Everest to Sir Walter Stirling 2nd June 1810
Document 1810-2

occupation of **Thomas Waring**, his undertenants or assigns, but now in the
tenure or occupation of the said

8 William Everest, his undertenants or assigns, And also of and in the
several pieces or parcels of Arable, Meadow and Woodland called or
known by the name of Paxton's Land and which

9 **Robert Titchborne** purchased of and from **Samuel Bell** And also of and in
the Rights members and appurtenances. **And Whereas** by virtue of
certain Indentures of Lease and Release

10 bearing dates respectively the Lease the day next before and the Release
of even date with these present and made between **Robert Samuel Everest**
of Cornhill, London, gentleman, and **Francis**

11 **Everest of Croydon** in the county of **Surrey**, spinster, (by the description
therein mentioned) of the first part **Samuel Margerum**, then late of **Man**
Street in the parish of **Saint John Hackney** But

12 then of **Riley Street** in the parish of **Saint Luke, Chelsea**, Esquire, (by the
description therein mentioned) of the second part **Richard Joseph of Little**

Deed of Covenant: Mr. William Everest to Sir Walter Stirling 2nd June 1810
Document 1810-2

13 *New Street, Shoe Lane, London*, pewterer, of the
third part, the said Sir Walter Stirling of the fourth part and *John Collier of*
Carey Street in the said county of *Middlesex*, Gentleman, of the fifth part.
All those the four ninth parts
14 or shares of and in the said Hereditaments and Premises in five ninth parts
whereof the said William Everest is so seized or intitled as aforesaid were
and now stand will and effectually
15 conveyed and assured unto and to the use of the said Sir Walter Stirling,
his Heirs and assigns, for ever As by reference thereto will appear. *And*
Whereas the several Title Deeds,
16 Evidences and writings hereinafter mentioned and covenanted to be
produced which relate to the said Lands, Hereditaments and premises
hereinbefore particularly mentioned and described and to
17 which the said William Everest and Sir Walter Stirling are intitled in the
Shares and proportions as aforesaid, are now in the custody or power of

Deed of Covenant: Mr. William Everest to Sir Walter Stirling 2nd June 1810
Document 1810-2

the said William Everest as he doth hereby admit
18 and acknowledge. **And Whereas** it hath been agreed between the said
parties hereto that the said William Everest shall retain and keep such
Deeds, Evidences and writings in his Custody or
19 possession and should enter into a Covenant for the production thereof to
the said Sir Walter Stirling, his Heirs and Assigns, in manner hereafter
mentioned. **Now Therefore This**
20 **Indenture witnesseth** that in pursuance of the said Agreement, He,
the said William Everest, Dothe hereby for himself, his Heirs, Executors,
Administrators and Assigns, Covenant, promise and
21 declare, with and to the said Sir Walter Stirling, his Heirs and Assigns,
that he, the said William Everest, his Heirs or Assigns, shall and will, at
any time or times hereafter, at the request, Costs and Charges
22 of the said Sir Walter Stirling, his Heirs and Assigns, **Produce and**

Deed of Covenant: Mr. William Everest to Sir Walter Stirling 2nd June 1810
Document 1810-2

shew forth or cause and procure to be produced and shewn forth (unless prevented by fire or other Inevitable Accident)

23 unto the said Sir Walter Stirling, his Heirs and Assigns, or to his or their Counsel, Attornies, Solicitors or Agents, or at any Trial or hearing in any court of law or Equity or otherwise as occasion

24 shall be or require, all and every of the Title Deeds, Evidences and writings, particularly mentioned and set forth in the Schedule hereunder written. And all other the Title Deeds, Evidences and writings,

25 now or which shall, at any time hereafter come into his Custody or possession and which relate to the said Hereditaments and premises for the manifestation, support, defence or Justification of

26 the possession, Estate, right, title and Interest of him, the said Sir Walter Stirling, his Heirs and Assigns, in or to the said Hereditaments and premises or the parts, Shares and Interests of the said Sir

27 Walter Stirling therein. And also shall and will, at the like request, Costs

Deed of Covenant: Mr. William Everest to Sir Walter Stirling 2nd June 1810
Document 1810-2

and Charges of the said Sir Walter Stirling, his Heirs or Assigns, make and
deliver, or cause to be made and delivered, true
28 and attested or other Copies, Extracts or Abstracts, of the same several
Deeds, Evidences and writings, or such of them as he, the said Sir Walter
Stirling, his Heirs or Assigns, shall think proper. And also
29 that he, the said William Everest, his Heirs and Assigns, shall and will in
the mean time, keep the same several Deeds, Evidences and writings
hereby Covenanted to be produced as aforesaid, in his
30 or their Custody, safe, undefaced, unobliterated and uncanceled (unless
prevented by fire or other inevitable Accident). *In witness* whereof the
said parties to these present have hereunto set
31 their hands and seals the day and year first above written.

The 3 Heiresses

19

Deed of Covenant: Mr. William Everest to Sir Walter Stirling 2nd June 1810
Document 1810-2

The Schedule above referred to

1st November 1734

Office Copy of the will of *Francis Everest of Fort Malborough in the East Indies*

13th & 14th

- **Indentures** of Lease and Release, the Release bipartite made

August 1777

between *Samuel Bell* of the parish of *Saint Leonard, Shoreditch*, Brewer, and *Mary, his wife*, which said Samuel Bell was the only son

- and heir at law of *Ephriam Bell*, then late of *Salisbury Court near Fleet Street, London*, Brewer, and *Francis, his Wife*, both deceased which said Frances was one of the three Daughters and Heirs at law

- of *Samuel Rutter*, late of *Racquett Court, Fleet Street*,

The 3 Heiresses

20

Deed of Covenant: Mr. William Everest to Sir Walter Stirling 2nd June 1810
Document 1810-2

- London* and *Elizabeth, his Wife*, which said Samuel Rutter was the only son and heir at law of Samuel Rutter, then late of *Southwark*, Grocer, and *Sarah, his Wife*,
- both deceased, which said Sarah Rutter's Maiden name was *Sarah Everest*, of the first part²¹⁶, *Robert Titchborne* of *Otford Place near Seven Oaks*, Esquire, of the second part, and *Steven Totton of Spital Square*,
 - Gentleman, of the third part.

Hilary Term

18th Geo. 3rd

Indentures of Fine between *Robert Titchborne*, Esquire and
Steven Totten, Gentleman, Plaintiffs and *Samuel Bell and Mary*, his

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between Samuel Bell of the first part

The 3 Heiresses

21

Deed of Covenant: Mr. William Everest to Sir Walter Stirling 2nd June 1810
Document 1810-2

1778 wife, Deformiants.

15th May 1786

Office Copy of the Will of the said Robert Titchborne
then described of the *Town of Oakingham in the County
of Berks.*

16th April 1788

An unofficial Copy of the will of *Elizabeth Titchborne*
and

18th May 1790

Of a codicil thereto.

Wm. seal **Everest**

The 3 Heiresses

22

Lease for a Year from Robert Samuel Everest to Walter Stirling 1st June 1810

Document 1810-1

on the reverse:

Sealed and delivered in the presence of

Edward Wallwyn Shephard, Great ?? St. Bloomsbury

On the outside:

Mr R. J. Everest and	}
Miss Everest & their Trustees	}
	}
to	}
	}
Sir Walter Stirling, Bart	}
and his Trustees	}

Release of 2 undivided
third parts of and in two undivided
third parts of and in certain lands
at Shoreham in the county of Kent

This Indenture Of Five Parts²¹⁷ made the second day of June

²¹⁷

large lettering with decoration

2 in the fiftieth year of the
Reign of
3 our Sovereign Lord George the third, by the
Grace of God of the United Kingdom of Great
4 Britain and Ireland, King, Defender of the
Faith and in the year of our Lord One
thousand, eight
5 hundred and ten. **Between Robert
Samuel Everest** of *Cornhill, London*,
Gentleman and
6 **Frances Everest** of *Croydon* in the County of Surrey, Spinster, which
said Robert Samuel Everest and Frances Everest are two of the Grand
children and two of the Devises named
7 in the will of *Elizabeth Titchborne*, late of *Mare Street* in the parish of
Saint John, Hackney, in the County of Middlesex, Widow and Devisee
named in the will of *Robert Titchborne*, deceased, the said Robert Samuel

Everest being therein called

- 8 Robert Everest, of the first part. **Samuel Margerum**, late of Mare Street
in the parish of Saint John, Hackney, but now of *Riley Street* in the parish
of *Saint Luke, Chelsea* in the
9 County of Middlesex, Esquire, who hath survived *James Hales*, late of the
parish of *Saint Nicholas, Deptford*, in the county of Kent, brewer, his Co-
Trustee, named and appointed in and by
10 the said will of the said Elizabeth Titchborne, of the second part. **Richard**
Joseph of *Little New Street, Shoe Lane, London*, pewterer, of the third
part. **Sir Walter**
11 **Stirling** of *Saint James Place* in the said County of Middlesex, Baronet, of
the fourth part and **John Collier** of *Carey Street* in the said County of
Middlesex, Gentleman,
12 of the fifth part. **Whereas Francis Everest Paxton**, formerly of the *City of*
London, Gentleman, deceased, was in his life time and at the time of his
decease, seized of an Estate of

- 13 Inheritance in fee simple Subject to two several terms of One Thousand
Years and Five Hundred Years as hereinafter mentioned, Of and in the
Entirety of the Lands, Tenements and
- 14 Hereditaments hereinafter mentioned **And whereas** the said Francis
Everest Paxton afterwards departed this life on or about the day of
which was in the year of our
- 15 Lord one thousand, seven hundred and Intestate whereby
the Lands, Tenements and Hereditaments descended in three equal
undivided three parts or Shares unto
- 16 unto and amongst the said Elizabeth Titchborne, then the wife of Robert
Titchborne, Esquire, Frances, the wife of **Ephraim Bell**, hereinafter
mentioned and **Catherine**, the wife of **Henry Joseph** as
- 17 Co Heiresses at law of the said Francis Everest Paxton **And whereas** by
Indenture of Lease and Release, bearing the date respectively the
thirteenth and fourteenth days of
- 18 August, One thousand, seven hundred and seventy seven The Release
being Tripartite and made between **Samuel Bell** therein described and

19 *Mary*, his wife, which said Samuel
Bell was the only Son and Heir at law of the said Ephraim Bell and
Frances, his wife, both then deceased, of the first part, Robert Titchborne,
therein also described, of the
20 second part and *Stevens Totton*, therein also described, of the third part. **It**
is witnessed that, for the considerations therein mentioned, the said
Samuel Bell Did grant,
21 bargain, sell, alien, release and confirm, unto the said Robert Titchborne
and Stevens Totton (in their actual profession) and to their heirs, All that
undivided third part
22 the whole into three equal parts to be divided, of and in the premises
hereinafter particularly mentioned. **To hold** unto the said Robert
Titchborne and Stevens Totton and
23 their Heirs. **To the use** of the said Robert Titchborne and Stevens Totton

and the Heirs and Assigns of the said Robert Titchborne, for ever. **But**
Nevertheless, as to the
24 Estate and Interest of the said Stevens Totton, In trust to the said Robert
Titchborne, his Heirs and Assigns. And the said Samuel Bell did therein
Covenant to levy
25 a Fine **Sur Cognizance de droit come ceo Etc.** of same premises
which said Fine, when so levied, should enure to the use and behoof of the
said Robert
26 Titchborne and Stevens Totton and the Heirs and Assigns of the said
Robert Titchborne, for ever, and which said Fine was so levied accordingly.
And
27 **whereas** the said Robert Titchborne, by his last Will and Testament,
executed and attested in such manner as is by law required for rendering
valid Devises of
28 Lands and Hereditaments, bearing date the fifteenth day of May, One
thousand, seven hundred and eighty six, Gave, divided and bequeathed

unto his wife, the said Elizabeth
29 Titchborne, All his rent and personal Estate of every kind and whatsoever
situated for her own proper use and disposal **And whereas** also, the
said Elizabeth
30 Titchborne, by her last Will and Testament, executed and attested as
aforesaid, bearing date the sixteenth day of April One thousand, seven
hundred and eighty eight, Gave
31 and devised All her Freehold, Messuage, Lands, Woods and Hereditaments
and all other her real Estate, whatsoever and wheresoever, Unto and to the
use of the said
32 Samuel Margerum, his Heirs and Assigns, **Upon trust** to convey and
assign the same unto and between such of her (the Testatrix's) three Infant
Grand Children,
33 ***Elizabeth Everest***, the said ***Francis Everest*** and the said ***Robert Samuel***
Everest, therein called Robert Everest, as should live to attain the age of
Twenty one Years
34 equally to be divided among them as Tenants in Common and to their, her

and his respective Heirs and Assigns, absolutely for ever with divers limitations over in

35 Case any, or either, of her said Grand Children should die under the age of Twenty One Years. And the said Elizabeth Titchborne, by a Codicil, bearing date the eighteenth

36 day of May One thousand seven hundred and ninety, annexed to her said will, directed that the said James Hales, since deceased, should become a joint Trustee with the

37 said Samuel Margerum for the Estates bequeathed to her said Grand Children. **And whereas** the said Sir Walter Stirling hath contracted and agreed with the

38 said Robert Samuel Everest and Francis Everest for the absolute purchase of their right Estate and Interest of and in the Lands, Hereditaments and premises hereinafter

39 mentioned and hereby granted and released or expressed or intended so to be and the fee simple and Inheritance thereof at or for the price of Four

hundred pounds **And**

- 40 **whereas** no Conveyance or other Assurance hath as yet been made from
the said Samuel Margerum and James Hales, or either of them, to the said
Robert Samuel
- 41 Everest and Frances Everest of their respective shares of and in the said
Lands, Hereditaments and premises to which they are

page 2:

- 1 **Intituled** under the Will of the said Elizabeth Titchborne as aforesaid
Now this Indenture Witnesseth that,
- 2 in pursuance of the said Agreement, and in
consideration of the said Sum of Four hundred pounds of
lawful English
- 3 Current money to them, the said Robert Samuel Everest and Francis

Everest in hand paid by the said Sir Walter Stirling at or before the Sealing
and delivery of
4 these presents, namely the Sum of Two hundred pounds part thereof to the
said Robert Samuel Everest and the further Sum of Two hundred pounds,
the residue
5 thereof, to the said Frances Everest, the Receipt whereof in manner and
proportion aforesaid and in full for the absolute purchase of the said
premises hereby
6 mentioned to be granted and sold, or expressed or intended so to be, they,
the said Robert Samuel Everest and Frances Everest, Do, and each of them
Doth, hereby
7 respectively acknowledge, and of and from the same and every part
thereof, do, and each of them doth, hereby acquit, release and discharge
the said Sir Walter Stirling,
8 his Heirs, Executors, Administrators and Assigns, and every of them, for
ever by these presents and also for and in consideration of the Sum of ten
shillings of

9 like money to the said Samuel Margerum, at the same time, in hand paid
by the said Sir Walter Stirling, the receipt whereof is hereby acknowledged.
He, the

10 said Samuel Margerum, at the request and by the direction of the said
Robert Samuel Everest and Frances Everest, testified by their respectively
being parties

11 to and executing these presents, **Hath** bargained and sold, aliened,
released and confirmed and, by these presents, **Doth** bargain and sell,
alien, release and

12 confirm and the said Robert Samuel Everest and Frances Everest **Have**,
and each of them **Hath**, granted, bargained, sold, aliened, released, ratified
and confirmed

13 and, by these presents, **Do**, and each of them **Doth**, grant, bargain, alien,
release, ratify and confirm unto the said Sir Walter Stirling (in his actual
14 possession now being by virtue of a Bargain and Sale to him thereof made
by the said Robert Samuel Everest, Frances Everest and Samuel Margerum

in consideration
15 of five shillings by Indenture bearing date the day next before the day of
the date of these presents for one whole year commencing from the day
next before the day
16 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 **All**
those
17 two undivided third parts (the whole into three equal parts to be divided)
of them, the said Robert Samuel Everest and Frances Everest of and in All
that one
18 undivided third part to which the said Elizabeth Titchborne, the Testator,
became intituled as one of the Co heiresses at law of the said Francis
Everest Paxton in
19 manner aforesaid Of and in All those several pieces or parcels of Arable
Meadow and Wood Land called, or known by, the Name of **Paxtons**
Lands containing, in the whole,

- 20 by Estimation, Thirty four acres, more or less, situate, lying and being at or
in the parish of **Shoreham** in the said county of Kent and late in the tenure
or
- 21 Occupation of **Thomas Waring**, his Undertenants or Assigns, but now in
the Occupation of **Mr. William Everest**, half brother of the said Robert
Samuel Everest and
- 22 Frances Everest, parties hereto, his Undertenants or Assigns. **And also**
all those two undivided third parts (the whole into three equal parts to be
divided) of them
- 23 the said Robert Samuel Everest and Frances Everest, Of and in All that
other undivided third part Of and in the said several pieces or parcels of
Arable Meadow
- 24 and Wood Land called, or known by, the Name of Paxtons Lands to which
she, the said **Elizabeth Titchborne (#14)**, the Testatrix, became intitled
under, and by virtue of,
- 25 the last Will and Testament of Robert Titchborne, Esquire, her Husband,
and which he, the said **Robert Titchborne (#31)**, purchased of and from the

said *Samuel*

- 26 **Bell (#11)** as hereinfore mentioned²¹⁸ and of and in all Houses, Outhouses,
Barns, Stables, Woods, Underwoods, Trees, Hedges, Commons, Common
of Pasture, Ways, Waters,
27 Watercourses, rights, profits, Commodities, Advantages, Emoluments and
Hereditaments and parts and Shares of all Houses, Outhouses, Barns,
Stables, Woods, Trees,
28 Hedges, Commons, Common of Pasture, Ways, Waters, Watercourses,
rights, profits, privileges, Commodities, Advantages, Emoluments,
Hereditaments and all appurtenances
29 whatsoever to the said undivided parts of and in the said Lands,
Tenements and Hereditaments hereby granted and released or expressed
or intended so to be or
30 any part thereof belonging or in anywise appertaining or to or with the

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see line 24 of page 1

same or any part thereof now, or at any time heretofore, used, occupied,
possessed or enjoyed

31 or accepted, deemed, taken or know as part, parcel or member thereof, or
if any part thereof. And the Reversion and Reversions, Remainder and
Remainders, yearly

32 and other Rents, Issues and profits thereof, and of every part and parcel
thereof. And all the Estate right, title, Interest, trust, property, Claim and
Demand, whatsoever,

33 either at law or in Equity of them, the said Samuel Margerum, Robert
Samuel Everest and Frances Everest, or any of them, of, in, to or out of the
said undivided

34 parts and shares of Lands, Hereditaments and premises hereby granted
and released or mentioned or intended so to be or any part or parcel
thereof with the appurtenances.

35 **To have and to hold** the said undivided parts and Shares of and in the
said Lands, Tenements and premises hereby granted and released or
mentioned, or

36 intended so to be, with their, and every of their, appurtenances unto the
said Sir Walter Stirling, his Heirs and Assigns. **To the only proper use
and behoof** of the
37 said Sir Walter Stirling, his Heirs and Assigns, for ever and to and for no
other use, intent or purpose whatsoever. **And** the said Samuel Margerum,
for himself, his Heirs,
38 Executors and Administrators , doth Covenant, promise and agree to and
with the said Sir Walter Stirling, his Heirs and Assigns, that he, the said
Samuel Margerum,
39 hath not, at any time heretofore, made, done, executed, committed or
wittingly or willingly suffered to be made, . . . or committed any Act, Deed,
matter or thing
40 whereby or by reason or means whereof the said undivided parts or Shares
and premises hereby granted and released or mentioned or intended so to
be, or any or
41 part thereof, is, are, can, shall or may be impeached, Charged or

Incumbered in Title, Charge, Estate or otherwise howsoever.

page 3:

1 **And** the said Robert Samuel Everest and Francis Everest, for themselves,
2 their, and each of their, Heirs, Executors and Administrators, so far
3 as respects each of their respective Share and Interest in the said
4 hereditaments hereby granted and released but not further or otherwise,
5 Do,
6 and each of them Doth, hereby Covenant, promise and agree to and with
the said Sir Walter Stirling, in manner following (that is to say) that for and
notwithstanding
any act, Deed, matter or thing by them, or either of them, made, done
committed or suffered to the Contrary, they, the said Robert Samuel
Everest and Frances Everest,
together with the said Samuel Margerum, now are or is lawfully, rightfully
and absolutely seized of and in the said undivided parts or Shares and
premises hereby
granted and released, or mentioned or intended so to be, with their

appurtenances, of a good, sure, prefect, lawful, absolute and Indefeasible
Estate of Inheritance in fee
7 simple without any Revocation, Remainder, Trust, Limitation, power of
Revocation, use or uses or any other Restraint matter
8 or thing whatsoever to alter, Change, Charge, revoke, make void, lesse
incumber or Determine the same (Except as is hereinafter mentioned) and
that (for and notwithstanding
9 any such Act, Deed, matter or thing as aforesaid) **They**, the said Robert
Samuel Everest and Frances Everest, at the time of the Sealing and
delivery of these
10 presents, Have, together with the said Samuel Margerum, good right, full
power and lawful and absolute authority to grant, release and convey the
same
11 premises, hereby granted and released, or mentioned or intended so to be,
with the appurtenances, unto and to the use of the said Sir Walter Stirling,
his Heirs

- 12 and Assigns, in manner aforesaid and according to the true intent and
meaning of these presents and also that it shall, and may be, lawful to and
for the
- 13 said Sir Walter Stirling, his Heirs and Assigns, from time to time and at all
times hereafter peaceably and quietly to have, hold, use, occupy, possess
and enjoy the
- 14 same premises, with the appurtenances, and to receive and take the
Rents, Issues and profits thereof to and for his or their own use and benefit
without the lawful
- 15 let Suit trouble, Denial, Eviction or Interruption of or by the said Robert
Samuel Everest and Frances Everest, or either of them, their or either of
their Heirs or
- 16 Assigns or, of, or by any other person or persons lawfully Claiming or to
Claim any Estate, right, title, Trust or Interest of, in, to or out of the same
premises hereby

17 granted and released or mentioned and intended so to be or any part
thereof, from, by, under or In trust for them, or either of them, or the said
Elizabeth Titchborne
18 deceased (Except as hereinafter mentioned) and that free and clear, and
freely and clearly, acquitted, exonerated and discharged or otherwise by
the said Robert Samuel
19 Everest and Frances Everest, their Heirs, Executors or Administrators, well
and sufficiently saved, defended, kept harmless and Indemnified of, from
and against, all and all
20 manner of former and other Grants, Bargains, Sales, Leases, Mortgages,
Jointures, Dowers, rights and Titles of Dower, uses, trusts, Wills, Entails,
Statutes, Recognizances, Judgements,
21 Extents, Executions, Rents and Arrears of Rent and of and from all and
singular other Estates, titles, Troubles, Charges and Incumbrances
whatsoever, had, made, done, committed
22 or suffered or to be, had, made, done, committed or suffered by the said
Robert Samuel Everest and Frances Everest, or either of them, or by any

other person or persons lawfully

- 23 Claiming or to Claim from, by, under or In trust from them, or either of
them, other than and Except the now residue of two several terms of One
thousand Years and Five
- 24 hundred Years therein which are hereinafter assigned or expressed or
intended so to be unto the said *John Collier*, his Executors, Administrators
and Assigns, In trust for the said
- 25 Sir Walter Stirling, his Heirs and Assigns, for the purposes and in manner
hereinafter expressed and declared in that behalf. **And moreover** that
they, the said
- 26 Robert Samuel Everest and Frances Everest and their Heirs and all and
every other person or persons having or lawfully Claiming or who shall
have or lawfully
- 27 Claim any Estate, right, Tithe, Trust or Interest, either at law or in Equity,
of, in to or out of the said undivided parts or Shares and premises hereby
granted and
- 28 released or expressed and intended so to be, or any part thereof, from, by,

under or In trust for them, or either of them, shall and will, from time to
time, and at
29 all times hereafter, upon every reasonable request and at the proper Costs
and Charges in the law of the said Sir Walter Stirling, his Heirs, Executors,
Administrators
30 and Assigns, make, do, acknowledge, levy, suffer and execute or cause or
procure to be made, done, acknowledged, levied, suffered and executed,
all and every such further
31 and other lawful and reasonable Acts, Deeds, matters and things,
Conveyances and Assurances in the Law whatsoever for the further better,
more perfect and absolute granting,
32 conveying and assuring the said undivided parts or Shares and premises
hereby granted and released or expressed and intended so to be, with the
appurtenances, unto the
33 said Sir Walter Stirling, his Heirs and Assigns, for ever be the same by
Fine, Feoffment, Common Recovery or otherwise as by the said Sir Walter
Stirling, his Heirs

34 or Assigns, or his or their Counsel, learned in the Law, shall be reasonably
advised or devised and required. **And whereas** by Indenture bearing
date on
35 or about the sixth day of May One thousand seven hundred and thirty
seven and made between ***Mary Paxton***, therein described of the one part,
and ***Francis Austin***,
36 therein also described of the other part, **It is Witnessed** that, for the
consideration therein mentioned, the said Mary Paxton Did devise, grant,
bargain and sell
37 unto the said Francis Austin All those the premises hereinbefore described
To hold the same unto the said Francis Austin, His Executors,
Administrators and
38 Assigns, from the date thereof for the term of one thousand Years and a
Pepper Corn Rent Subject to such proviso as therein mentioned. **And
whereas** by

- 39 an Indenture bearing date the seventeenth day of December in the same
year, One thousand seven hundred and thirty seven and made between
the said Francis
40 Austin of the first part, **John Fawkener**, therein described, and **Mary**, his
wife, of the second part and **Thomas Collison**, therein also described, of
the third part

page 4:

- Reciting** the said Indenture of sixth day of May And that the said
John Fawkener had then lately Intermarried with the said
2 Mary Paxton, Whereby he and the said Mary Paxton had
become intituled to the Equity of Redemption of the said
premises
3 comprized in the said Indenture last mentioned. **It is witnessed** that for
the consideration therein mentioned, the said Francis Austin Did bargain,
sell, assign
4 transfer and set over (by the direction of the said John Fawkener and

Mary, his wife, and the said John Fawkener and Mary, his wife, Did
release, ratify and confirm

5 unto the said Thomas Collison, his Executors, Administrators and Assigns,

All the premises comprized in the said Indenture of sixth day of May, One
thousand, seven

6 hundred and thirty seven. **To hold** unto the said Thomas Collison, his
Executors, Administrators and Assigns, for the residue of the said term of
One thousand

7 Years Subject as aforesaid. And the said John Fawkener and Mary, his
wife, for the consideration aforesaid, Did bargain, grant, sell and Devise
unto the said

8 Thomas Collison, his Executors, Administrators and Assigns, certain other
premises being part of the premises the said undivided parts whereof are
hereinbefore granted

9 and released or mentioned or intended so to be. **To hold** unto the said
Thomas Collison, his Executors, Administrators and Assigns, for the term

of Five hundred

- 10 Years Subject to such proviso as is therein mentioned. **And whereas**
by virtue of several subsequent Assignments and particularly by an
11 Indenture, bearing
date the seventeenth day of May One thousand, seven hundred and fifty
three, made between **Deodatus Bye** and **Mary**, his wife, and **William**
Wilkins and
12 **Constance**, his wife, which said Mary and Constance were the
Administratrixes of the Goods and Chattels, rights and Credits, of the said
Thomas Collison, left
13 unadministered by **John Collison**, his Executor, with the will of the said
Thomas Collison annexed, of the first part, **Susannah Borrett** of the second
part, the
14 said **Francis Everest Paxton** of the third part and **Samuel Rutter** of the
fourth part. All the aforesaid Hereditaments and premises were assigned
to the above named
15 Samuel Rutter, his Executor, Administrators and Assigns, for the residue

of the said two several terms of One thousand Years and Five hundred
Years In Trust for the said
16 **Francis Everest Paxton**, his Heirs and Assigns and to attend the Freehold
and Inheritance of the same Hereditaments and premises. **And**
whereas the said Samuel Rutter
17 died on or about the twenty eighth day of April One thousand, seven
hundred and sixty one having first duly made and published his last Will
and Testament in
18 writing bearing date the day of One thousand, seven
hundred and ²¹⁹ thereof appointed the said Robert Titchborne and
Henry Joseph (#33)
19 executors who duly proved the same in the prerogative Court of
Canterbury **And whereas** the said Robert Titchborne died in or about
the month of October One

20 thousand seven hundred and eighty seven leaving the said Harry Joseph
him surviving. **And whereas** the said Henry Joseph died on or about the
twenty eighth
21 day of December One thousand, seven hundred and ninety two having
first duly made and published his last Will and Testament in writing
bearing date the fifth day of
22 October One thousand, seven hundred and ninety two and thereof
appointed his Son, the said **Richard Joseph**, sole Executor, who duly
proved the same in the Prerogative Court
23 of Canterbury on the tenth day of January One thousand, seven hundred
and ninety three and is thereby become the legal personal Representative
of the said Samuel
24 Rutter. **Now this Indenture further witnesseth** that for and in
consideration of the Sum of two shillings of lawful English Current money
to the said
25 Richard Joseph in hand paid by the said John Collier at or immediately
before the Sealing and delivery of these presents the Receipt whereof is

hereby acknowledged, He,

- 26 the said Richard Joseph, at the request and by and with the consent,
direction and approbation of the said Robert Samuel Everest and Frances
Everest, and at the Nomination
- 27 of the said Sir Walter Stirling, **Hath** bargained, sold, assigned, transferred
and set over and by these presents **Doth** (at such request and by and
with such consent, direction
- 28 and approbation as aforesaid) bargain, sell, assign, transfer and set over
unto the said John Collier, his Executors, Administrators and Assigns, **All**
those the said two several
- 29 undivided third parts hereinbefore granted and released, or intended so to
be, of and in the said two several undivided third parts (the whole into
three equal parts to
- 30 be divided of and in All the said Lands, Tenements and Hereditaments
hereinbefore particularly mentioned and described. And all the Estate,

right, title, Interest ?? and
31 term of years yet to come and unexpired Trust Claim and Demand
whatsoever of him, the said Richard Joseph, of, in, to or out of the same
undivided parts or
32 Shares of and in the premises intended to be hereby assigned and set over
and every part thereof. **To have and to hold** the said undivided parts or
Shares and
33 premises hereby assigned, with the appurtenances, unto the said John
Collier, his Executors, Administrators and Assigns, from henceforth for and
during all the rest,
34 residue and remainder now to come and unexpired of the said two several
Terms of One thousand Years and Five hundred Years granted by the said
recited Indentures
35 **In trust Nevertheless** for the said Sir Walter Stirling, his Heirs and
Assigns, and to be, from time to time, conveyed and disposed of as he or
they shall direct
36 or appoint and in the mean time to attend the Freehold and Inheritance

immediately Expectant on the determination of the same ??²²⁰
respectively of and in the
37 said Hereditaments and premises hereby assigned and to protect the same
from all mesne? Charges and Incumbrances, if any such there be. **And**
the said Richard
38 Joseph doth hereby, for himself, his Heirs, Executors and Administrators,
Covenant and declare to and with the said Sir Walter Stirling, his Heirs
and Assigns, that he, the
39 said Richard Joseph, hath not at any time heretofore made, done,
committed or executed or wittingly or willingly suffered to be one any Act,
Deed, Matter or thing whatsoever
40 whereby or by reason or mean whereof the said undivided parts or Shares
and premises so by him assigned as aforesaid, or any part thereof, are, is,

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the same word as on line 29 but here in the plural: - "tams"?

can, shall or may be
41 Impeached, Charged or Incumbered in Title, Charge, Estate or otherwise
howsoever. **In witness** whereof the said parties to these presents have
hereunto set their hands
42 and Seals the day and year first above written.

Seals and Signatures:

Robert Samuel Everest Frances Everest Samuel Margerum Richard Joseph

On the back:

Received the day and year first written of and	}	
from the within named Sir Walter Stirling the Sum of Two	}	£
hundred pounds being the consideration money within mentioned	}	200
to be paid by him to me	}	

Robert Samuel Everest

Witness:

Edward William Shephard
?? Ark??

Received the day and year first written of and	}	
from the within named Sir Walter Stirling the Sum of Two	}	£
hundred pounds being the consideration money within mentioned	}	200
to be paid by him to me	}	

Frances Everest

£400

Witness:

Edward William Shephard
?? Ark??

Signed, Sealed and Delivered by the within named
Robert Samuel Everest and Frances Everest in the
presence of

Edward William Shephard
Great ?? St.
Bloomsbury
?? Ark??, Clerk to ??
Jennings Hollier

Signed, Sealed and Delivered by the within named
Samuel Margerum in the presence of

Henry Hill, Clerk to Messrs Jennings & Co.

The 3 Heiresses

Indenture of Five Parts 1810
Document 1810-3

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Signed, Sealed and Delivered by the within
named Richard Joseph in the presence of
Henry Hill
Henry ??

Abstract of Deed of Separation between Mr & Mrs Hales
Document Abstract3

15th Mar 1806 **Indie**²²¹ of this date made between **Charles Hales (#85)** of
Boll Court, Fleet
 2 **Street in the City of London**, upholsterer, and **Elizabeth**
Harriet (#86), his Wife, of the
 3 one part and **William Hales (#84)** of **Fenchurch Street** in the
 City of London,
 4 stationer, and **William Everest (#52)** of **Otford** in the county
 of Kent, Yeoman, of
 5 the other part
 6 reciting the Indies of lease and release or settlement

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abbreviation of "Indentures"? The same word occurs throughout this and other documents,

Abstract of Deed of Separation between Mr & Mrs Hales
Document Abstract3

7 *²²² dated respectively the 20th & 29th days of June 1798
 hereinbefore abstracted*

8 and the several matters and things therein contained
9 and writing that the said moiety of one third part
10 of and in two third parts of the lands, hereditaments and
 premises
11 situate in the said parishes of **Stansted** and **Shoreham** was,
 by
12 virtue of the power for that purpose in the said therein
 recited
13 Indu contained some then time since sold and disposed of
 and
14 the produce thereof invested in the purchase of bank 3£ per

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note in margin: "abstracted in the former abstract sent to Mr.
Jennings & Collins "

Abstract of Deed of Separation between Mr & Mrs Hales
Document Abstract3

15 centum consolidated annuities in the names of the said
William
16 Hales and William Everest.
17 And reciting that the said moiety of one third part
18 of and in the therein before mentioned Sums of
£293..13s..4d and
19 540 £ Bank three pounds per cent consolidated Annuities
after
20 payment thereof of various sums directed to be paid by an
21 order of the said Court of Chancery made in the said cause
had
22 been transferred into the names of the said William Hales
and
23 William Everest and the said Moiety of one third part of the
said

Abstract of Deed of Separation between Mr & Mrs Hales
Document Abstract3

24 sum of 1500 £ had been also paid to the said William Hales
and
25 William Everest and had been by them laid out in the
purchase
26 of the like 3 £ per cent consolidated annuities by which
several
27 means there was purchased and transferred into the names
of the
28 said William Hales and William Everest upon the trusts
aforesaid
29 the sum of 1500 £ Bank 3 £ consolidated annuities.
30 And reciting that the said moiety of one third part of
31 the said hereditaments and premises, situate in the said
parishes of
32 **Croydon, Bromley** and **Chiselhurst**, had, by virtue of the
aforesaid power,

Abstract of Deed of Separation between Mr & Mrs Hales
Document Abstract3; page 2

33 been also lately sold and disposed of and the money arising
by the
34 sale thereof being the sum of 573..4...8d, had been also
invested in the
35 purchase of 953..5..6 like bank 3 £ per centum consolidated
annuities
36 in the name of the said William Hales and William Everest
so that there
37 was then standing in their names upon the trusts and for the
purposes

page 2:

1 of the said therein recited Indentures of Settlement the sum
of 2452..5..6²²³

Abstract of Deed of Separation between Mr & Mrs Hales
Document Abstract3; page 2

- 2 bank 3 £ per cent consolidated annuities producing a clear
annual
3 income payable to the said Elizabeth Harriet Hales, during
her life, of 73..11..3.²²⁴
- 4 And reciting that divers disputes and differences had arisen
5 between the said Charles Hales and Elizabeth Harriet, his
Wife, and
6 they had mutually consented and agreed to live apart and
separate

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the sums paid total £3860 3s 6d (£293 13s 4d + £540 + £1500 +
£573 4s 8d +
£953 5s 6d) compared with £2452 5s 6d invested in annuities

Abstract of Deed of Separation between Mr & Mrs Hales
Document Abstract3; page 2

7 from each other and previously²²⁵ to such separation and in
consent
8 thereof and of the said Elizabeth Harriet Hale's joining and
concurring
9 in the sale of the remaining moiety of the said third part of
the
10 said hereditaments and premises and also in conson of the
said William
11 Everest entering into the covenant thereafter contained to
indemnify
12 the said Charles Hales in Manner thereafter mentioned, It
was agreed

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prior?

Abstract of Deed of Separation between Mr & Mrs Hales
Document Abstract3; page 2

13 by the said Charles Hales that, out of the money to arise by
sale of the
14 said remaining Moiety of the said third part of the said
hereditaments
15 and premises he should invest in the names of the said
William
16 Hales and William Everest as much stock 3 £ per cent
consolidated
17 annuities as with the said sum of 2452..5..6 then already
standing
18 in their names as aforesaid would produce the clear annual
income
19 of 100 £ and that the same should be settled upon the trusts
and
20 for the intents and purposes thereafter mentioned.
21 And reciting that the said Charles Hales had accordingly

Abstract of Deed of Separation between Mr & Mrs Hales
Document Abstract3; page 2

22 purchased and transferred into the names of the said
William Hales
23 and William Everest in the said Bank 3 £ per centum
consolidated
24 Annuities the sum of 881..1..2 which, added to the said Sum of
25 2452..5..6 made the Sum of 3333..6..8²²⁶, the annual dividends
whereof?
26 amounted to the aforesaid sum of £100 which was to be paid to
27 the said Elizabeth Harriet Hales for her future Support and ??
28 Maintenance and for her sole and separate use notwithstanding
her

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here £881 1s 2d plus £2452 5s 6d does total the given amount:
£3333 6s 8d

Abstract of Deed of Separation between Mr & Mrs Hales
Document Abstract3; page 2

29 ??²²⁷ exclusive of him the said Charles Hales in such manner
30 as was thereafter mentioned.
31 It was witnessed and it was thereby declared and agreed by and
32 between all the said parties to these presents and more particularly
 they, the said
33 William Hales and William Everest did and each of them did
 thereby declare and ??
34 acknowledge that the said William Everest and the survivor of
 them, his
35 executors and administrators should and would stand and be
 possessed of and interested
36 in the said sum of 3333..6..8 Bank 3 £ per cent consolidated
 annuities upon the

Abstract of Deed of Separation between Mr & Mrs Hales
Document Abstract3; page 3

page 3:

1 trusts and for the several Intents and purposes thereafter expressed
and declared (that
2 is to say) as to for and concerning the said sum of 2452..5..6 part
thereof upon
3 the several trusts and to and for the several ends, intents and
purposes, mentioned,
4 expressed and declared of and concerning the same in and by the
said recited
5 Indentures of lease and sell or Settlement
6 And as to the sum of 881..1..2 Residue thereof upon the
trusts third
7 particularly? mentioned concerning the same
Extec? by all the said Parties
and duly attested.

Abstract of Deed of Separation between Mr & Mrs Hales
Document Abstract3; page 3

go to Abstract 4

[Abstract 4 does not appear to have survived](#)

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”.

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 at the beginning of the **Summary** of these documents.

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.

Document page
date - reference

Lease; Mrs Martha Russell, etc. to Captain James Ryder Burton	1834-3	3
Release; Mrs Martha Russell, etc. to Captain James Ryder Burton	1834-4	11

Lease for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-3

This Indenture made the twenty fifth²³⁰ day of June one thousand
eight hundred and thirty four **Between**

Martha Russell of the *Queens Head at
Hooks Bank* near Shoreham in the
County of Kent, widow of *Benjamin Russell*,
late of the same place, Yeoman, deceased,
Mary Wegg of *Picket Street Strand* in the
County of Middlesex, Widow, **William**

Wegg of *Deptford* in the county of Kent, gentleman, and **Samuel
Ritchie** and **Joseph Searle Haycraft** of *Greenwich* in the County of

230

date added later

Field Sown with Saintfoin

4

Lease for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-3

6 of Kent, aforesaid, Timber Merchants and Carpenters²³¹, of the one part
and **James Ryder Burton** of *Park Square, Regents Park* in the County
of
7 Middlesex, a Captain in His Majesty's Navy, of the other part.
Witnesseth that in consideration of the sum of five shillings of lawful
8 money of Great Britain to them, the said Martha Russell, Mary Wegg,
William Wegg, Samuel Ritchie and Joseph Searle Haycraft in hand well
9 and truly paid by the said James Ryder Burton at or before the execution
of these presents, the receipt whereof is thereby acknowledged. They,
the
10 said Martha Russell, Mary Wegg, William Wegg, Samuel Ritchie and
Joseph Searle Haycraft, **Have**, and each and every of them, **Hath**,
bargained

Field Sown with Saintfoin

5

Lease for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-3

11 and sold and by these presents **Do**, and each and every of them **Doth**,
bargain and sell unto the said James Ryder Burton, his executors,
administrators
12 and assigns, **All** that field or piece or parcel of Land or Ground situated
and being in the parish of Shoreham in the county of Kent formerly
13 sown with Saintfoin containing four acres two roods and thirty six
perches, more or less, and adjoining the land formerly in the occupation
of
14 **Mr. Booker**²³² on the west and of **Mr. Round** on the east and which said
field is now in the occupation of the said Martha Russell. And all those
15 Cottages and all and singular other the Buildings some time since
erected by the said Benjamin Russell, deceased, on part of the said field
as the

232

definitely "Booker" (George Brooker appears in other documents)

Field Sown with Saintfoin

6

Lease for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-3

16 same are now in the several tenures or occupations of the said Martha
Russell and her Undertenants Together with all outhouses, gardens,
17 barns, stables, walls, fences, hedges, ways, paths, passages, waters,
watercourses, ditches, lights, casements, advantages and appurtenances
whatsoever, to the
18 said field, piece or parcel of land, cottages, premises hereinbefore
described and intended to be hereby bargained and sold belonging or in
19 anywise appertaining or used or enjoyed therewith or deemed taken or
known as part or parcel thereof. And the reversion and reversions,
20 remainder and remainders, rents, issues and profits thereof. **To have
and to hold** the said field, piece or parcel of land, cottages and
premises
21 hereinbefore described and intended to be hereby bargained and sold
with their appurtenances unto the said James Ryder Burton, his heirs,
22 executors, administrators, and assigns, from the day next before the day
of the sale hereof for and during and unto the full end and term of One

Lease for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-3

23 whole year from thence next ensuing and fully to be complete and ended.
Yielding and Paying therefore unto the said Martha
24 Russell, Mary Wegg, William Wegg, Samuel Ritchie and Joseph Searle
Haycraft their heirs or assigns, the Rent of One pepper Corn on the
25 last day of the said term (if the same shall be lawfully demanded). To
the intent and purpose that, by virtue of those presents,
26 and by force of the statute made for transferring uses into possession, the
said James Ryder Burton may be in the actual possession of all
27 and singular the said premises, with the appurtenances hereby
bargained and sold and thereby enabled to accept and take a Grant
28 and Release of the freehold reversion and inheritance thereof to him and
his heirs In such sort, manner and form as are herein
29 mentioned and expressed in a certain Indenture of Release²³³ already

233

see Document 1834-4

Field Sown with Saintfoin

8

Lease for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-3

prepared and intended to bear date the day next after the sale
30 hereof and made between the said Martha Russell of the first part, the
said Mary Wegg, William Wegg and *Henry Wegg*²³⁴ of *Picket Street*
31 *Strand* aforesaid, gentleman, of the second part, the said Samuel Ritchie
and Joseph Searle Haycraft of the third part, the said James
32 Ryder Burton of the fourth part and *Arthur Thomas Upton* of *Kings Arms*
Yard in the City of London, Gentleman of the fifth part.
33 **In Witness** whereof the said parties to those present have hereunto set
their hands and seals the day and year first above written.

The mark of X (seal) Martha Russell
(seal) Ritchie

Saml

234

Henry not mentioned before

Field Sown with Saintfoin

9

Lease for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-3

Mary (seal) Wegg
(seal) Haycraft

Wm (seal) Wegg

Josh. Searle

Field Sown with Saintfoin

10

Lease for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-3

Notes on the reverse:

Signed, Sealed and delivered by therewithin
named, Joseph Searle Haycraft and
William Wegg in the presence of:

J. M. Ashdown, clerk to ?? Parker, Greenwich

Signed, Sealed and delivered by within named
Mary Wegg, Lawrence Ritchie,
being ?? ?? ?? in the presence of

Robb Parker²³⁵

Signed, Sealed and Delivered by
the within named Martha Russell

²³⁵

an original signature with a flourish; and similarly for the note
below

Field Sown with Saintfoin

11

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4

in the presence of

Berry Russell

Robb Parker, Greenwich.

This Indenture

made the twenty sixth²³⁶ day of June one
thousand eight hundred and thirty four

Between Martha

Russell of the *Queens Head at Hooks Bank*
near Shoreham in the County of Kent, widow
of

Benjamin Russell, late of the same place,
Yeoman, deceased, of the first part. **Mary**

2

3

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4

Wegg of

Picket Street Strand in the County of

Middlesex, Widow, **William Wegg** of

Deptford in the county of

4

5

Kent, gentleman, and **Henry Wegg** of Picket Street Strand, aforesaid,
Gentleman, of the second part, **Samuel Ritchie** and **Joseph Searle**
Haycraft

6

of **Greenwich** in the County of Kent, aforesaid, Timber Merchants and
Carpenters²³⁷, of the third part, **James Ryder Burton** of *Park Square,*
Regents Park

7

in the County of Middlesex, a Captain in His Majesty's Navy, of the fourth

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4

part and **Archer Thomas Upton** of *Kings Arm Yard in the City of London*

8 Gentleman, of the fifth part. **Whereas** by an Indenture or Bargain and sale bearing date the twenty fifth day of June one thousand, eight hundred and duly

9 enrolled in the High Court of Chantry on the twenty second day of August in the same year and made between **John Crouze**, therein described of the first part,

10 The Reverend **Thomas Roberts** and **Mary**, his wife, formerly **Mary Constable**, spinster, and **William Curtis**, Esquire, and **Ann**, his wife, formerly **Ann Constable**,

11 spinster, therein respectively described, of the second part, **Sir Richard Grode, Knight**, and **John Cator**, Esquire, therein respectively described of the third part and the

12 said Benjamin Russell of the fourth part, for the considerations therein

Field Sown with Saintfoin

14

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4

mentioned, all that field or parcel of land, hereinafter more particularly
described²³⁸, and
13 intended to be hereby granted and released was (amongst other
hereditaments) conveyed and assured unto and to the use of the said
Benjamin Russell, his heirs
14 and assigns forever. *And whereas* by Indentures of Lease and Release
bearing date respectively the tenth and eleventh days of September one
thousand
15 eight hundred and thirty and made between the said Benjamin Russell of
the one part and *Henry Wegg* of Greenwich aforesaid, Gentleman²³⁹,
(since deceased) of

²³⁸ page 3, lines 13-18

²³⁹ a different Henry Wegg from the one of Picket Street (line 5)

Field Sown with Saintfoin

15

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4

16 the other part. All that the said field or parcel of land hereinafter more
particularly described and intended to be hereby granted and released
was (with other
17 hereditaments) conveyed and assured unto and to the use of the said
Henry Wegg (deceased), his heirs and assigns, forever, Subject
nevertheless to redemption
18 on payment by the said Benjamin Russell, his heirs, executors,
administrators or assigns, to the said Henry Wegg, his executors,
administrators or assigns, of the sum
19 of three hundred pounds and interest of five pounds per cent at the time
and in manner therein expressed. *And whereas* by certain other
Indentures of Lease
20 and Release bearing date respectively the twentieth and twenty first days
of August one thousand, eight hundred and thirty two, the Release being
made between
21 the said Benjamin Russell of the one part and the said Samuel Ritchie

Field Sown with Saintfoin

16

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4

and Joseph Searle Haycraft of the other part, the said field or parcel of
land hereinafter

22 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
23 said Samuel Ritchie and Joseph Searle Haycraft, their heirs and assigns,
forever, Subject nevertheless to the before recited Indenture of Mortgage
of the
24 same hereditaments to the said Henry Wegg and subject also to
redemption on payment by the said Benjamin Russell, his heirs,
executors,
25 administrators or assigns, to the said Samuel Ritchie and Joseph Searle
Haycraft, their heirs or assigns, of the sum of one hundred and
26 seven pounds fourteen shillings with Interest thereon at the rate of five
pounds Per Cent Per Annum at the time and in manner therein

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4

expressed. **And**

27 **whereas** the said Henry Wegg made and published his last will and
testament in writing bearing date the fourteenth day of October one
thousand
28 eight hundred and thirty, executed and attested in such manner as is
required by Law for passing real estates of inheritance by devise and
thereby
29 gave, devised and bequeathed unto, and to the use of, his wife, the said
Mary Wegg, and his Brother, the said William Wegg, their heirs,
30 executors, administrators and assigns, All such real and other estates as
were then vested in him by way of mortgage or otherwise and all his
31 term estate and interest therein and thereto respectively, with their
respective appurtenances, Nevertheless upon the trusts and for the
purposes
32 of his said Will And the said Testator thereby appointed his wife, the said
Mary Wegg, and his Brother, the said William Wegg, and his

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4

- 33 two Sons, the said Henry Wegg, party hereto, and William Wegg,
Executors and Executrix of his said will. **And whereas** the said
Testator
- 34 departed this life on or about the thirty first day of July one thousand
eight hundred and thirty two without having altered or revoked his said
35 will which was only proved by the said Mary Wegg, William Wegg (the
Brother) and Henry Wegg, party hereto, in the Prerogative Court of
36 the Archbishop of Canterbury on the twenty fifth day of August one
thousand eight hundred and thirty two. **And whereas** the said
Benjamin
- 37 Russell only made and published his last will and testament in writing,
bearing date the second day of November one thousand eight hundred
and
- 38 thirty two and executed and attested in such manner as is required by
Law for passing real estates of inheritance by devise and thereby gave,

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4

39 devised and bequeathed unto his wife, the said Martha Russell, All his
40 messuages or tenements with the yards and gardens, outbuildings and
41 lands, situate at **Shoreham** in the County of Kent, then in the occupation
42 of himself and other tenants (meaning thereby, amongst other
43 hereditaments the said field or parcel of land hereinafter described and
44 intended to be thereby granted and released) And all the personal estate,
45 whatsoever and wheresoever, (therein particularly enumerated) unto his
46 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

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4; page 2

page 2:

1 **Such** sale or sales. And the said Testators's will was that the Receipts of
the said wife (Martha Russell) should be good and
2 sufficient discharges to the purchaser or purchasers of this said estate
and the said Testator thereby appointed his said
3 wife, Martha Russell, his brother **Thomas Russell**, and **Mr. James**
Harman, Executrix and Executors of his said will. **And whereas** the
said last named
4 Testator departed this life on or about the twenty ninth day of March one
thousand eight hundred and thirty three without having altered or
5 revoked his said will which was duly proved by the said Martha Russell
alone on the fourteenth day of May one thousand eight hundred and
6 thirty three in the prerogative Court of the Archbishop of Canterbury.
And whereas there is now due unto the said Mary Wegg, William
Wegg (the

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4; page 2

7 brother) and Henry Wegg party hereto as Executors of the said Henry
Wegg, deceased, for principal and interest under the said herein before
recited Indentures of
8 the tenth and eleventh days of September, one thousand eight hundred
and thirty the sum of Three hundred and thirty seven pounds seven
shillings and eleven pence²⁴⁰
9 ***And whereas*** there is now due to the said Samuel Ritchie and Joseph
Searle Haycraft, for principal and interest under the said herein before
recited Indentures
10 of the twentieth and twenty first days of August one thousand eight
hundred and thirty two the sum of one hundred and seventeen pounds

240

amount added later here and on 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.

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4; page 2

eleven shillings and nine pence

- 11 ***And whereas*** the said Martha Russell, in pursuance and execution of
the trusts or power given to, or reposed in, her by the said Benjamin
Russell,
12 in and by his said in part recited will, has contracted and agreed with the
said James Ryder Burton for the absolute sale to him of the said
13 field, piece or parcel of land and the cottages and buildings now standing
thereon, free from all encumbrances, at or for the price or sum of four
hundred
14 pounds out of which sum it has been agreed that the sum of three
hundred and thirty seven pounds, seven shillings and eleven pence shall
be paid
15 to the said Mary Wegg, William Wegg, the brother, and Henry Wegg party
hereto as such executors of the said Henry Wegg, deceased, as aforesaid,
in full
16 satisfaction and discharge of all principal money and interest due upon

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4; page 2

the said in part recited Indentures of the tenth and eleventh days of
September, one
17 thousand, eight hundred and thirty and that the remaining sum of Sixty
two pounds, twelve shillings and one penny shall be paid to
18 the said Samuel Ritchie and Joseph Searle Haycraft in part satisfaction
and discharge of all principal money and interest due to them upon their
said
19 recited security. And that the said field or parcel of land and the cottages
and buildings now standing thereon, hereinafter more particularly
described and
20 intended to be hereby granted and released, shall be released from the
said respective securities in manner herein after mentioned. ***Now this
Indenture***
21 ***witnesseth*** that, in pursuance of the said Agreement and for and in

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
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consideration of the sum of three hundred and thirty seven pounds, seven
shillings and eleven pence
22 of lawful money of Great Britain to the said Mary Wegg, William Wegg,
her brother, and Henry Wegg party hereto as such executors as aforesaid,
in hand
23 well and truly paid by the said James Ryder Burton at or before the
sealing and delivery of these presents by and with the privity and consent
and at
24 the request of the said Martha Russell, testified by her being a party to
and sealing and delivering of these presents, The receipt of which said
sum
25 of Three hundred and thirty seven pounds, seven shillings and eleven
pence and that the same is in full satisfaction and discharge of all
principal
26 Money and interest due to them as such Executors of the said Henry
Wegg, deceased, as aforesaid upon the said in part recited Indentures of

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
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the
27 tenth and eleventh days of September one thousand, eight hundred and
thirty, the said Mary Wegg, William Wegg, her brother, and Henry Wegg
party hereto do
28 hereby respectively admit and acknowledge and of and from the same
and every part thereof do hereby respectively acquit, release and forever
discharge the said
29 James Ryder Burton and also the said Martha Russell, and each of them,
their and each of their heirs, executors, administrators and assigns for
ever by these
30 presents. And also, in consideration of the further sum of sixty two
pounds twelve shillings and one penny of like lawful money being
31 the remaining part of the said purchase or consideration money of four
hundred pounds to the said Samuel Ritchie and Joseph Searle Haycraft at
32 the same time, well and truly, paid by the said James Ryder Burton by
and with the like privity, consent and request of the said Martha

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4; page 2

33 Russell testifies as aforesaid the Receipt of which said sum of sixty two
34 pounds twelve shillings and one penny
35 that the same is in part satisfaction and discharge of the principal money
36 and interest due to them on the said in part recited Indentures of
37 the twentieth and twenty first days of August one thousand, eight
38 hundred and thirty two they, the said Samuel Ritchie and Joseph Searle
39 Haycraft,
40 do hereby respectively admit and acknowledge and of and from the same
sum of sixty two pounds twelve shillings and one penny
and every part thereof, do hereby respectively acquit, release and for ever
discharge the said James Ryder Burton, and also the said Martha Russell,
and each of them, their and each of their, executors, administrators and
assigns for ever by these presents and which said two sums of three
hundred and thirty seven pounds, seven shillings and eleven pence and
sixty two pounds, twelve shillings and one penny
making together the sum of four hundred pounds are in full for the

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
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absolute purchase of the said field or parcel of land, cottages and
buildings intended to
41 be hereby granted and released as the said Martha Russell doth hereby
acknowledge and of and from the same sum of four hundred pounds doth
hereby
42 acquit, release and discharge the said James Ryder Burton, his heirs,
executors, administrators and assigns for ever by these presents. And as
well for the Considerations
43 aforesaid, as also for and in consideration of the sum of ten shillings of
like lawful money to the said Martha Russell, at the same time, well and
truly paid
44 by the said James Ryder Burton, the Receipt whereof is hereby
acknowledged. They, the said Mary Wegg and William Wegg, the
brother, according to their estate
45 and interest as such Trustees named in the said in part recited Will of the

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4; page 3

said Henry Wegg, deceased, but not by way of

page 3

1 **Warranty** of Title and at the request and by the direction of the said
Martha Russell testified by her being a party to and
2 sealing and delivering these presents and the said Samuel Ritchie and
Joseph Searle Haycraft, as such Mortgagees
3 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,
4 **Have**, and each and every of them **Hath**, bargained, sold, aliened and
released And by these presents **Do**, and each and every of them **Doth**,
bargain,
5 sell, alien and release and the said Martha Russell, in pursuance and in
exercise of the power given to her, or of the trusts reposed in her, in and
by

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4; page 3

6 the said in part recited will of the said Benjamin Russell, deceased, and
by force and virtue thereof and of all other powers in any wise enabling
7 her in this behalf **Hath** granted, bargained, sold, aliened and released,
ratified and confirmed and by those presents **Doth** grant, bargain, sell,
alien, release,
8 ratify and confirm and the said Henry Wegg, party hereto, as such
Executor as aforesaid **Hath** recused? and released unto the said James
Ryder
9 Burton in his actual possession, now being by virtue of a Bargain and
Sale to him thereof made by the said Martha Russell, Mary Wegg,
10 William Wegg, the brother, Samuel Ritchie and Joseph Searle Haycraft, in
consideration of five shillings by Indenture bearing date the day next
11 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
12 Indenture of Bargain and Sale and by force of the Statute made for

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4; page 3

13 transferring uses into possession; and to his heirs and assigns, **All** that
field or piece or parcel of land or ground situate and being in the Parish of
Shoreham in the county of Kent, formerly sown with Saintfoin²⁴¹
14 containing four acres two roods and thirty six perches²⁴², more or less,
and adjoining the land formerly in the occupation of Mr. Booker²⁴³ on the
west and of

²⁴¹ “sainfoin” - a leguminous fodder plant

²⁴² a rood (or rod), pole or perch could be a linear or square measure with their actual value varying, often locally. Here it would seem that a rood and a perch had different values, possibly 0.25 acres and about 30 sq. yds, respectively. This would give the total area of the “field” as about 4.5 acres

²⁴³ definitely “Booker” (George Brooker appears in other documents)

Field Sown with Saintfoin

31

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4; page 3

- 15 Mr. Round on the east and which said field is now in the occupation of
the said Martha Russell. And also all those cottages and all and singular
other
- 16 the buildings some time since erected by the said Benjamin Russell,
deceased, on part of the said field as the same are now in the several
tenures or
- 17 occupations of the said Martha Russell and her undertenants. Together
with all outhouses, gardens, barns, stables, walls, fences, hedges, ways,
paths,
- 18 passages, waters, watercourses, ditches, lights, easements, advantages
and appurtenances whatsoever to the said field, piece or parcel of land,
cottages and
- 19 premises hereinbefore described and intended to be hereby granted and
released, belonging or in any wise appertaining or used or enjoyed
therewith or

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
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20 decreed, taken or known as part or parcel thereof and the reversion and
 reversions, remainder and remainders, yearly and other rents, issues and
 profits
21 thereof and all the estate right, title, interest, use, trust, inheritance,
 possession, claim and demand whatsoever, both at Law and in Equity of
 them, the said
22 Martha Russell, Mary Wegg, William Wegg, the Brother, Samuel Ritchie,
 Joseph Searle Haycraft and Henry Wegg, party hereto, and of each and
23 every of them in, to and out of the same hereditaments and premises and
 every part thereof. *To have and to hold* the said field, piece or
24 parcel of land, cottages and premises hereinbefore described and
 intended to be hereby granted and released, with their appurtenances
 unto the said James
25 Ryder Burton 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

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
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26 intents and purposes and subject to such charges, powers, provisos,
declarations and agreements and in such manner as he, the said James
Ryder Burton, by
27 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
28 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
29 direction, limitation or appointment and so far as no such direction,
limitation or appointment shall extend To the use of the said James Ryder
Burton
30 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

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
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31 in his life time. To the use of the said *Arthur Thomas Upton* and his heirs
during the natural life of the said James Ryder Burton²⁴⁴. In trust,
nevertheless,
32 for the said James Ryder Burton and his assigns. And from and after the
determination of the estate so limited in use to the said Arthur Thomas
Upton
33 and his heirs, as aforesaid, To the use of the said James Ryder Burton, his
heirs and assigns forever. **And** the said James Ryder Burton hereby
declared
34 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
35 of land, cottages and premises, or any part thereof. **And** each of them,

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this does not seem to fit in from the previous lines

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
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36 the said Mary Wegg, William Wegg, the Brother, Samuel Ritchie, Joseph
Searle Haycraft and Henry Wegg, party hereto, doth hereby, for himself
and herself, his and her heirs, executors and administrators, and so far
only as
37 concerns his and her own acts and deeds, covenant and declare to and
with the said James Ryder Burton, his heirs, appointees and assigns,
That
38 they, the said Mary Wegg, William Wegg, the Brother, Samuel Ritchie,
Joseph Searle Haycraft and Henry Wegg, party hereto, have not, nor hath
39 either of them, at any time heretofore, made, done, permitted, omitted or
suffered or been party or privy to any act, deed, matter or thing
whatsoever
40 whereby or by means whereof, the said field, piece or parcel of land,
cottages and premises hereby respectively granted and released, or
intended so to be or
41 any part thereof, are, is can shall or may be impeached, charged,

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4; page 4

incumbered or affected in title, estate or otherwise howsoever. **And** the
said Martha

42 Russell doth hereby, for herself, her heirs, executors and administrators,
covenant, promise and agree to and with the said James Ryder Burton,
his heirs,

43 appointees and Assigns, in manner following, that is to say, That the
power given and reserved to her, by the said in part recited will of the
said Benjamin

44 Russell, deceased, is in full force and that the same has not been excised
or extinguished in any manner howsoever. And that for and
notwithstanding any

45 act, deed, matter or thing whatsoever by her, the said Martha Russell, or
by the said Benjamin Russell, deceased, suffered to the contrary, Then
the said Martha Russell, Mary Wegg, William Wegg, the

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1 **Brother**, Samuel Ritchie and Joseph Searle Haycraft and Henry Wegg,
party hereto, or some or one of them now are or is lawfully seized of
2 or well entitled to the said Field, piece or parcel of land, cottages and
premises expressed to be hereby granted and released with
3 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
4 that for and notwithstanding any such act as aforesaid, They, the said
Martha Russell, Mary Wegg, William Wegg, the Brother, Samuel Ritchie,
Joseph Searle
5 Haycraft and Henry Wegg, party hereto, now have in themselves, or some
or one of them, hath in himself or herself full power and absolute
authority to appoint
6 and to grant and release the said field, piece or parcel of Land, Cottages
and Premises, unto and to the use of the said James Ryder Burton, his

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
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heirs, appointees

- 7 and assigns, in manner aforesaid and further that it shall be lawful for the
said James Ryder Burton, his heirs, appointees and assigns, at all times
hereafter peaceably
- 8 and quietly to have, hold and enjoy the said Field, Piece or Parcel of Land,
Cottages and Premises without any interruption, claim or demand
whatsoever of, from
- 9 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 to
- 10 claim through or under them, or any or either of them, or through or under
the said Benjamin Russell, deceased, and that free and clear and freely
and clearly acquitted
- 11 and discharged from all former and other grants, bargains, sales,
Judgements, charges and incumbrances whatsoever committed or
willingly suffered by the said several persons,

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
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12 parties hereto of the first, second and third parts respectively, or any or
either of them, or by the said Benjamin Russell, deceased, (except as
appears in these
13 presents). *And further* that the said several persons, parties hereto of
the first, second and third parts respectively and their respective heirs
and all and every
14 other person or persons lawfully or equitably claiming any estate, right,
title or interest, either at Law or in equity of, in, to or out of, the said
premises hereinbefore granted
15 and released, or intended so to be, or any part thereof, by, from, under or
in trust, for them, any or either of them, or by, from or under the said
Benjamin
16 Russell, deceased, shall and will from time to time, and at all times
hereafter, upon every reasonable request and at the Costs and Charges in
the law of the
17 said James Ryder Burton, his heirs, appointees or assigns, make, do,

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4; page 4

acknowledge, levy, suffer and execute, or cause to be made, done,
acknowledged, levied, suffered and
18 executed all and every such further and other lawful and reasonable acts,
deeds, conveyances and assurances in the law, whatsoever for the further
and more perfectly
19 conveying and assuring the said field, piece or parcel of Land, Cottages
and Premises hereinbefore granted and released, or intended so to be,
and every part
20 thereof, with their appurtenances, unto the said James Ryder Burton, his
heirs and assigns, to the uses aforesaid as by the said James Ryder
Burton, his heirs,
21 appointees and assigns, or his or their Counsel in the law, shall be
lawfully or reasonably devised or advised and required. ***And Lastly*** the
said Martha Russell,
22 with the privity and consent of the said Samuel Ritchie and Joseph Searle
Haycraft, testified, by their signing and sealing these presents, doth

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4; page 4

hereby, for herself, her
23 heirs, executors, administrators and assigns, covenant, promise and
agree with and to the said James Ryder Burton, his heirs, appointees and
assigns, that she, the said
24 Martha Russell, her heirs and assigns, and all persons claiming any
estate or interest in the said Hereditaments and premises through or
under her or through or under
25 the said Benjamin Russell, deceased, shall and will at all times hereafter
(unless prevented by fire or some other inevitable accident) upon the
request and at the
26 expense of the said James Ryder Burton, his heirs, appointees or assigns,
produce and show, or cause to be produced and shown, to him, the said
James Ryder Burton,
27 his heirs, appointees or assigns, 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

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
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- 28 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
- 29 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, or cause
- 30 to be made and delivered, 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
- 31 compared therewith, severally, for the support of the right and title of the
said James Ryder Burton, his heirs, appointees and assigns, in and to the
said Hereditaments
- 32 and premises hereby conveyed, or intended so to be. *In Witness*
whereof the said parties to these presents have hereunto set their hands
and seals the day and year first
- 33 above written.

Field Sown with Saintfoin

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Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton

Document 1834-4; page 4

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4

The Schedule above referred to

- 3rd February 1770 **Office Copy** of the will of **Sarah Bristow**
- 19th May 1787 **Agreement** between **Thomas Roberts** and **William Curtis**
of the one part and **Michael Wood** of the other part
- 13th March 1800 **Certified Copy Certificate** of Contract for redemption
of Land Tax²⁴⁵
- 25th June 1800 **Indenture** of Bargain and Sale between **John Creuze** of
the first part, The Reverend **Thomas Roberts** and **Mary**, his
wife, and **William Curtis**, Esquire, and **Ann**, his wife, of the

245

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

Field Sown with Saintfoin

45

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4

second part, ***Sir Richard Grode, Knight***, and ***John Cator***,
Esquire, of the third part and Benjamin Russell of the fourth
part

10th and 11th September 1830 ***Indentures*** of *Lease and Release* made
between Benjamin Russell of the one part
and ***Mary Wegg*** 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*** and ***Joseph***
Searle Haycraft of the other part.

Field Sown with Saintfoin

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Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4

The mark of X	\$ ²⁴⁶	Martha Russell	Wm	\$	Wegg	Saml
						\$ Ritchie
		Mary	\$	Wegg	Henry	\$ Wegg
					\$ Haycraft	John Searle

Field Sown with Saintfoin

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Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4

Written on the outside:

Received the day and year first within written	}	
of and from the within named James Ryder	}	£
Burton the sum of Three Hundred and thirty seven	}	337..
		7..11
pounds seven shillings and eleven pence ²⁴⁷ being the	}	
consideration money within mentioned to be paid	}	
by him to us -----	}	

Witness to this signing
by the said Mary Wegg

Mary Wegg
Wm. Wegg

²⁴⁷

amounts and some of the notes concerning witnesses added in
another hand

Field Sown with Saintfoin

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
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Henry Wegg

Henry Wegg

Robt. Parker

Received the day and year first within written of	}	
and from the within named James Ryder Burton the	}	
sum of Sixty two pounds twelve shillings and one	}	62.. 12
		1
penny being the consideration money within	}	
mentioned to be paid to him by us	}	

Witness to this signing by

the said Samuel Ritchie

Saml. Ritchie

£ 400 .. 0.. 0

248

“William Wegg” crossed out here but there is a note under the
337.. 7..11 “Witness to the signing by the said William Wegg
J.M. Ashdowne

Field Sown with Saintfoin

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Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4

Robt. Parker

Witness to the signing by the said Joseph
Searle Haycraft

Jos. Searle Haycraft

J.M. Ashdown

Signed, sealed, and delivered by the within named Mary Wegg, Henry Wegg and Samuel Ritchie²⁴⁹ (being first duly stamped) in the presence of

Robt. Parker

Field Sown with Saintfoin

50

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4

Signed, Sealed and Delivered by }
the within named **Martha Russell** }
in the presence of }

Benj. Russell²⁵⁰
Robb. Parker
Greenwich

Signed, Sealed and Delivered by the within
named **Joseph Searle Haycraft** and **William** }
Wegg in the presence of }

J.M. Ashdown, clerk to Master Parker,

²⁵⁰

was this her son? Only her husband, Benjamin Russell.
deceased is mentioned in the documents.

Field Sown with Saintfoin

51

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4

Greenwich

Enclosed in this document was a small document which is very difficult to read:

?? Burton & ?? Agreement

??

The undersigned having agreed to accept from Captain Rider Burton ?? double the value of my field adjoining Dunstall Priory near Shoreham ?? ?? the intrinsic value of the Building Materials thereon situated, Thereby agree to bind myself to the decision of Mr. Driver? Surveyor.

Signed Benj. Russell

Witness Christopher Shanw
Oct 25 1832 Hooks Bank
 near Shoreham

??

Field Sown with Saintfoin

52

Release for a year; Mrs Martha Russell & others to Captain James Ryder Burton
Document 1834-4

	Document date - reference	page
Lease for a year; William Small to Thomas Hutchins	1800-1	3
Release; William Small etc. to Mr. Thomas Hutchins	1800-2	13
Assignment of a Mortgage	1808	56
Thomas Romball & another to Isaac Espinasse, Esquire	1810-6	79
Appointment and Release	1810-7	89
Conveyance of Two Cottages	1828-3	135
Lease; James Espinasse, Esq. to Mr. J. B. Miskin	1834-5	143
Release: James Espinasse, Esq. to Mr. J.B. Miskin	1834-6	153
Assignment of Term of a 1000 Years	1834-7	186
Policy of Insurance from 4 Sept 1837 to 29 Sept 1838	1837	204

Abstract of Title, Rumney Street	1842-1	212
26 th & 27 th Dec 1800		214
27 th Dec. 1808		239
16 th & 17 th Feb 1810		248
29 th Nov. 1828		266
11 th & 12 th May 1834		271
reverse of page 17		284
12 th May 1834		287
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Release of Freehold Hereditaments 30 th July 1842	1842-2	296
Assignment of an Attendant Term of 1000 Years 30 th July 1842	1842-3	318
Maplescombe-Letter	1842-5	270

Rumney Street

Lease for a year 26 December 1800
Mr. William Small to Mr. Thomas Hutchins
Document 1800-1

3

On outside:

Mr. William Small	}	
to	}	Lease for a year
Mr. Thomas Hutchins	}	

This Indenture²⁵¹

made the twenty sixth Day of
December in the forty first year of the
Reign of our Sovereign Lord George
the third by the Grace of God of
Great Britain and Ireland King, Defender of the
Faith and so forth. And in the year of our Lord

2

One thousand and eight hundred.

3 ***Between William Small of Shoreham Hill*** in the
Parish of Shoreham in the County of Kent,
Yeoman, only son and Heir at
4 Law and Devisee in Fee Simple and sole
Executor named and appointed in and by the last
Will and Testament of ***John Small*** late of
5 Shoreham Hill aforesaid, Yeoman, deceased, who
was the Surviving Brother and Heir at Law of
William Small, late of Shoreham Hill,
6 aforesaid, Yeoman deceased, and also Heir at Law of ***Thomas Small***, late
of the same place. Yeoman deceased, of the one part and ***Thomas***
Hutchins of ***Sevenoaks*** in said County of
7 Kent, Gentleman, of the other part. ***Witnesseth*** that the said William
Small, for and in consideration of the sum of five shillings of lawful
money of Great Britain to him

8 in hand paid by the said Thomas Hutchins at or immediately before the
Sealing and Delivery of these presents, the receipt whereof he doth
hereby acknowledge, ***hath*** Bargained
9 and Sold and by these presents ***Doth*** Bargain and Sell unto the said
Thomas Hutchins, his Executors, Administrators and Assigns, ***All*** those
two several Brick Built
10 Messuages, Tenements or Dwellings commonly called or known by the
name of ***Hannes Nick*** otherwise ***Hannick*** with the Yards, Gardens,
11 Orchards and four acres, more or less, of
arable Land thereunto belonging and now, or heretofore, used, occupied
or enjoyed therewith, with all and every the appurtenances to the said
12 Messuages, Tenements or Dwellings
belonging or appertaining. All which said Messuages, Tenements or
Dwellings , Land, Hereditaments and Premises are together situate, lying

and being at a place called **Rumney Street** in
13 the parish of **Shoreham** aforesaid in the said County of Kent and were
heretofore in the several Tenures, Holdings or Occupations of **William**
Small and **Thomas Small** and **Michael**
14 **Saker** or some or one of them, their sons or one of their assigns or
undertenants which said Messuages or Dwellings and Garden Ground
belonging are now and for some
15 time past have been in the several Tenures or Occupations of **Thomas**
Broomfield and **William Smith**, or one of them, their or one of their
Undertenants or Assigns and the said arable

16 Land is now or late was in the Tenure or Occupation of the said William
Small, party hereto, his Assigns or Undertenants. **And also** all those
seven pieces or parcels of Arable
17 pasture and woodground hereinafter mentioned, that is to say All that

18 piece or parcel of Land with the Appurtenances called by the name of *Luwest* containing by estimation eight acres,
more or less. And also all that piece or parcel of Land with the
appurtenances called by the name of *Pittfield* containing, by estimation,
19 seven acres, more or less. And also all that piece or
parcel of Woodground with the appurtenances called by the name of *the*
Coppice containing, by estimation, three acres, more or less. And also all
20 that piece or parcel of Land with the appurtenances
called by the name of *Dickfield* containing, by estimation, four acres,
more or less. And also all that piece or parcel of Land called by the name
of *Rye Croft* containing, by Estimation,
21 three acres, more or less. And also all that piece or parcel of Land called
by the name of the *Upper Brooms* containing, by estimation, five acres,
more or less. And also all that piece or parcel
22 of Woodground with the appurtenances called by the name of *the*

Coppice containing, by Estimation, three acres, more or less. All which said last mentioned Lands and Premises do
23 contain, in the whole, by estimation, thirty three acres, more or less, and are situate, lying and being in the several parishes of **Shoreham and Mabscombe** in **Kingsdown** in the said
24 County of Kent and were formerly in the Tenure or Occupation of **George Richardson**, afterwards of **Robert Richardson**, since that of the said **John Small**, deceased, and now or late
25 in the Tenure, Holding or Occupation of the said **William Small**, party hereto, his undertenants or assigns. **Together** with all and all manner of Houses, Outhouses, Barns
26 Stables, Edifices, Buildings, Lights, Paths, Parishes, Shops, Cellars, Sinks, Sewers, Drains, Timber and other Trees, Wells, Waters, Watercourses, Fences, Rents, Easements, Profits, Commodities,
27 Advantages, Emoluments, Hereditaments, Rights, Members and Appurtenances whatsoever to the said Messuages or Tenements,

Buildings, several pieces or parcels of Land,

- 28 Hereditaments and premises belonging or in any wise appertaining or
accepted, reputed, deemed, taken or known as part, parcel or member
29 thereof or of any part or parcel thereof or
so belonging thereunto. And the Reversion and Reversions, Remainder
and Remainders yearly and other Rents, Issues and profits thereof and of
every part and parcel thereof.
- 30 ***To have and to hold*** the said Messuage or Tenement, several pieces
or parcels of Land, Hereditaments and all and singular other the premises
above bargained and sold with the
31 appurtenances unto the said ***Thomas Hutchins***, his Executors,
Administrators and Assigns, from the day next before the day of the date
hereof, for and during and unto the full End and
32 Term of one whole year from thence next ensuing and fully to be
complete and Ended. ***Yielding and Paying*** therefore, unto the said

William Small, his heirs and
33 assigns, on the last day of the said Term, the Rent of one pepper Corn if
the same shall lawfully be demanded. *To the Intent* and purpose that,
by these presents and
34 by force of the Statute made for transferring uses into possession, He, the
said **Thomas Hutchins** may be in the actual possession of the said
Messuages or Tenements, several
35 pieces or parcels of Land, Hereditaments and all and singular other the
Premises above Bargained and sold with the Appurtenances and be
thereby enabled to accept and take
36 a Grant and Release of the freehold Reversion and Inheritance thereof
unto, and to the use of, the said Thomas Hutchins and his heirs to, for
and upon such uses
37 Trusts, Limitations, Intents and Purposes as are in and by a certain
Indenture of *Five Parts* Already prepared and intended to be executed

bearing date the day

38 next after the day of the date of these presents and made, or mentioned
to be made, between the said **William Small**, party hereto, of the first part,
Thomas Romball by his
39 Addition and Description therein named, of the second part, **William**
Taylor, by this Addition and Description therein named, of the third part,
The said **Thomas Hutchins** of the fourth part

40 and **Christopher Farrant** and **Ann, his wife, George Brooker** and **Mary, his**
wife, and Mary Small, by their several Additions and Descriptions therein
named, of the fifth part are
41 mentioned, expected, limited and declared of and concerning the same.
In Witness whereof the said parties to these presents hereunto set their
Hands and Seals
42 the day and year first above written

Rumney Street

Lease for a year 26 December 1800
Mr. William Small to Mr. Thomas Hutchins
Document 1800-1

12

William (seal) Small

On outside:

Sealed and Delivered (being first duly stamped)
in the presence of

James Markyn
?? Hilder

Mr. William Small, etc. to Mr. Thomas Hutchins

Document 1800-2

On outside:

Mr. William Small by Direction }

of Mr. Thomas Romball and at }

the Nomination of said Thomas }

Romball and Mr. William Taylor }

and others }

to }

Mr. Thomas Hutchins }

Release in fee of premises
 in Shoreham and Mabscomb in
 the County of Kent *In trust* for
 said Taylor for 1000 years for a
 ?? £500 and Int. with Remainder
 to Mr. Romball in fee with a
 Covenant to produce writings and a
 Release of Legacies and an Annuity
 Charged on said Premises.

Mr. William Small, etc. to Mr. Thomas Hutchins

Document 1800-2

*This Indenture*²⁵²

of five Parts made the twenty seventh Day of December in the forty first year of the Reign of our Sovereign Lord George the third by the Grace of God of Great

2

Britain, Franc and Ireland King, Defender of the Faith and so forth. And in the year of our Lord One thousand and eight hundred.

*Between
William
Small*

3

of *Shoreham Hill* in the Parish of Shoreham in the County of Kent, Yeoman, only son and Heir at Law (and Devisee in Fee Simple and sole

Mr. William Small, etc. to Mr. Thomas Hutchins

Document 1800-2

4 Executor named and
appointed in and by the last Will and Testament
of **John Small** late of Shoreham Hill aforesaid,
Yeoman, deceased, who was the Surviving
Brother and Heir at Law

5 of **William Small**, late of Shoreham, aforesaid,
Yeoman, deceased, and also Heir at Law of
Thomas Small, late of the same place, Yeoman
deceased, of the first part

6 **Thomas Romball** of the parish of Shoreham
aforesaid, Yeoman of the second part. **William**
Taylor of **Ivyhatch** in the parish of **Ightham** in the

7 said County, Yeoman of the third part, **Thos. Hutchins** of **Sevenoaks** in the
said County, Gentleman of the fourth part and **Christopher Farrant** of **St.**
Mary Cray in the said County,

8 Yeoman, and **Ann, his Wife, George Brooker** of the parish of Shoreham,

Mr. William Small, etc. to Mr. Thomas Hutchins

Document 1800-2

aforesaid, Yeoman, and **Mary, his wife**, which said Ann, the wife of the
said Christopher Farrant, and Mary, the wife of the
9 said George Brooker, are Legatees named in and by the last Will and
Testament of the said John Small, deceased, and **Mary Small** of
Shoreham aforesaid, widow and Relict and also Legatee
10 and ??itant named in the last Will and Testament of the said John Small,
deceased, of the fifth part. **Whereas** the said John Small, deceased, in
and by his last Will and Testament in writing duly
11 executed and attested in such manner as by Law prescribe for rendering
valid Devises of Real Estates bearing Date on or about the fifth day of
January in the year of our Lord one thousand
12 seven hundred and eighty four, did give and bequeath unto his said two
daughters Ann and Mary, by the names of Ann and Mary Small, the Sum
of three hundred pounds a piece and did direct
13 the same to be paid to them respectively within twelve Months after his
decease by his executor thereafter named and did charge the same on

Mr. William Small, etc. to Mr. Thomas Hutchins

Document 1800-2

all and every his Real Estates thereafter devised
14 to his Son, the said William Small. And the said Testator did thereby
Give and bequeath unto his said Wife, Mary, for her life in case she
should so long continue his Widow, An Annuity or Rent
15 Charge of twenty pounds to be paid quarterly by his said Executor and
did also charge the same on his said Real Estates thereafter given and
devised as aforesaid with a power of Entry and Distress in
16 case the same should be twenty days in arrears as in and by the said will
or probate thereof reference being thereunto respectively had will more
fully and at large appear. *And Whereas*

17 the said Thomas Romball hath contracted and agreed to and with the
said William Small, for the absolute purchase of the Messuages or
Tenements, Buildings, Lands, Hereditaments and premises
18 thereafter mentioned and described, being part of the real Estates
devised in and by the said will of the said John Small, deceased, and the

Mr. William Small, etc. to Mr. Thomas Hutchins

Document 1800-2

Fee Simple and Inheritance thereof free from all
19 Incumbrances at or for the price or Sum of Seven Hundred pounds. And
inasmuch as the said Annuity and Legacy of the said Testator's Wife
Mary Small and the Legacy of the said Testator's
20 Daughter Mary, now the Wife of the said George Brooker and all arrears
thereof respectively have been already secured and charged by the said
William Small on other the Real Estates
21 devised to him by the Will of his said Father and also on the personal
Estate of the said William Small. And also, Inasmuch as the Legacy of
the said Ann, the wife of the said
22 Christopher Farrant hath been, some time since, fully paid off and
Discharged, they, the said Christopher Farrant and Ann, his Wife, George
Brooker and Mary, his wife, and Mary Small
23 have, at the request of the said William Small, agreed to join in and
confirm this present Sale and Conveyance and execute such Release of
the said Legacies and Annuity as hereinafter

Mr. William Small, etc. to Mr. Thomas Hutchins

Document 1800-2

24 mentioned. ***And Whereas*** the said ***Thomas Romball***, not being at
present provided with Money to pay for the whole purchase of the said
Hereditaments and premises, hath applied
25 to and requested the said ***William Taylor*** to advance and lend him the
sum of five hundred pounds the better to enable him so to do which he,
the said William Taylor, had
26 consented and agreed to do on having the same secured to him with
Interest as hereinafter mentioned. ***Now this Indenture Witnesseth***
that, in pursuance and part
27 performance of the said recited Agreement and as well for and in
Consideration of the Sum of Two Hundred Pounds of lawful Money of
Great Britain, to the said Will^m Small
28 in hand at or immediately before the Sealing and Delivery of these
presents well and truly paid by the said Thomas Romball, the Receipt
whereof is thereby acknowledged. As
29 also for and in Consideration of the sum of five hundred pounds of like

Mr. William Small, etc. to Mr. Thomas Hutchins

Document 1800-2

lawful money to the said William Small at or immediately before the
Sealing and

30 Delivery hereof well and truly paid by the said William Taylor at the
special Instance and request and by and with the Consent, Direction and
Appointment of the said Thomas

31 Romball testified by his being made a party to and Sealing and Delivery
of these presents, the receipt of which said sum of five hundred pounds
he, the said William

32 Small, doth hereby acknowledge and that the same, together with the
said sum of two hundred pounds paid by the said Thos. Romball as
aforesaid making the sum

33 of seven hundred pounds, is the full consideration for the complete
purchase of the absolute Estate of Inheritance in fee simple of him the
said William Small of, in

34 and to the hereditaments and premises hereinafter mentioned and
intended to be hereby Granted and Released and thereof and of and from

Mr. William Small, etc. to Mr. Thomas Hutchins

Document 1800-2

every part and parcel thereof,
35 doth acquit, release and discharge the said William Taylor and also the
said Thomas Romball, and each of them, their and each of their Heirs,
Executors and
36 Administrators, and every of them, forever, on these presents. And also
for and in consideration of the sum of five shillings of like lawful money to
the said
37 William Small in hand paid by the said *Thomas Hutchins*, at or
immediately before the Sealing and Delivery hereof, the Receipt whereof
is hereby acknowledged. He,
38 the said William Small (at the like special Instance and Request and by
and with the privity, Consent, Direction, Nomination and Appointment,
as well of the said
39 Thomas Romball and William Taylor as also of the said Christopher
Farrant and Ann, his wife, and George Brooker and Mary, his wife, and
Mary Small testified as

Mr. William Small, etc. to Mr. Thomas Hutchins

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40 aforesaid) **Hath** Granted, Bargained, Sold, Released and confirmed and,
by these presents, **Doth** Grant, Bargain, Sell, Release and Confirm unto
the said Thomas Hutchins, in
41 his actual possession now being by virtue of a Bargain and Sale to him
thereof made by the said William Small for five Shillings Consideration by
Indenture
42 bearing date the day next before the day of the date of these presents, for
one whole year, commencing from the day next before the day of the date
of the same Indenture of Bargain
43 and Sale and by force of the Statute made for transferring uses into
possession and to his Heirs and Assigns. **All** those two several Brick
built Messuages, Tenements or
44 Dwellings commonly called or known by the name of **Hannes Nick**,
otherwise **Hannick**, with the Yards, Gardens, Orchards and four acres
(more or less) of Arable Land

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45 thereunto belonging and now or herebefore used, occupied or enjoyed
therewith with all and every the appurtenances to the said Messuages,
Tenements or Dwellings
46 belonging or appertaining. All which said Messuages, Tenements or
Dwellings, Land, Hereditaments and premises are together situate, lying
and being at a place called

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also all those seven pieces or parcels of Arable pasture and woodground hereinafter mentioned that is to say.

- 6 All that piece or parcel of Land with the appurtenances called by the name of **Suwest** containing by estimation, eight acres, more or less. And also all that piece or parcel
- 7 of Land, with the appurtenances, called by the name of **Pittfield**, containing, by estimation, seven acres, more or less. And also all that piece or parcel woodground with the
- 8 Appurtenances called by the name of **the Coppice** containing, by estimation, three acres, more or less. And also All that piece or parcel of Land, with the appurtenances,
- 9 called by the name of **Dickfield** containing, by estimation, four acres, more or less. And also all that piece or parcel of Land called by the name of **Rye Croft** containing,
- 10 by estimation, three acres, more or less. And also all that piece or parcel of Land called by the name of the **Upper Brooms**, containing, by

Mr. William Small, etc. to Mr. Thomas Hutchins

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estimation, five acres, more or
11 less. And also all that piece or parcel of Woodground, with the
appurtenances, called by the name of ***the Coppice*** containing, by
estimation, three acres, more or less. All which said
12 last mentioned Lands and premises do contain, in the whole, by
estimation, thirty three acres, more or less, and are situate, lying and
being in the several parishes of
13 ***Shoreham and Mabscombe*** in ***Kingsdown*** in the said County of Kent and
were formerly in the occupation of ***George Richardson***, afterwards of
Robert Richardson, since that
14 of the said ***John Small***, deceased, and now or late in the Tenure, Holding
or Occupation of the said ***William Small***, party hereto, his Undertenants or
Assigns. ***Together***
15 with all, and all manner of, Houses, Outhouses, Barns, Stables, Edifices,
Buildings, Lights, Paths, Passages, Shops, Cellars, Sinks, Sources, Drains,
Timber and other Trees, Wells,

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16 Waters, Watercourses, Fences, Rents, Easements, profits, Commodities,
Advantages, Emoluments, Hereditaments, Rights, Members and
Appurtenances whatsoever to the said Messuages
17 or Tenements, Buildings, several pieces or parcels of Land,
Hereditaments and Premises belonging, or in any wise appertaining, or
accepted, reputed, deemed, taken or known
18 as part, parcel or member thereof or of any part or parcel thereof or to be
belonging thereunto. And the Reversion and Reversions, Remainder and
Remainders, yearly
19 and other Rents, Issues and profits thereof and of every part and parcel
thereof. And all the Estate, Right, Title, Interest, Use, Trust, Property
Claim and Demand
20 whatsoever, both at Law and in Equity of him the said William Small,
party hereto, of, in and to the same every or any part or parcel thereof.
And all Deeds,
21 Evidences and Writings whatsoever now in his Hands, Custody or

Mr. William Small, etc. to Mr. Thomas Hutchins

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possession, which solely relate to or concern the said premises and true copies of all and such other Deeds,

22 Evidences and Writings as relate or concern the said premises jointly and together with any other Messuages, Lands, Tenements or Hereditaments, such copies to be now made at the

23 proper Costs and Charges of the said William Small, party hereto, and afterwards, at the proper Costs and Charges of the said Thomas Romball, his Heirs and

24 Assigns. ***To have and to hold*** the said Messuages or Tenements, several pieces or parcels of Land, Hereditaments and all and singular other the premises hereinbefore

25 mentioned to be hereby Granted and Released, with their and every of their appurtenances, unto the said ***Thomas Hutchins***, his Heirs and Assigns. ?? ??

26 ?? ?? To the several uses upon the Trusts and under and

Mr. William Small, etc. to Mr. Thomas Hutchins

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27 Subject to the several powers,
provisos, Limitations and Agreements hereinafter mentioned, Expressed,
Limited and declared of and concerning the same, that is to say: **To the**
28 **Use** and behoof of the
said **William Taylor**, his Executors, Administrators and Assigns, for and
during and unto the full End and Term of one thousand years, from
henceforth next
29 ensuing and fully to be completed and ended without Impeachment of or
for any manner of waste at and under the yearly Rent of a Pepper Corn
payable
30 on the feast day of Saint Michael the Archangel in each and every year if
the same shall lawfully be demanded for better and effectively securing
unto the
31 said William Taylor, his Executors, Administrators and Assigns, of the
said sum of five hundred pounds and Interest for the same of and after
the rate of five

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32 pounds for every one hundred pounds for a year in manner hereinafter
mentioned for that purpose. **Subject** nevertheless to the Proviso or
Condition for
33 Redemption of the said premises and contained and from and after the
end, expiration or other sooner Determination of the said Term of
34 one thousand years and subject thereto. **To the use** and behoof of
such person and persons for such Estate and Estates, Uses, Trusts,
Interest, Limitations
35 and purposes, whether Conditional or Absolute as he, the said **Thomas**
Romball, shall, from time to time, in and by any Deed or Deeds, Writing or
36 Writings, to be by him duly executed and attested by two or more
credible Witnesses or by his last Will and Testament in writing or any
Writing in the
37 nature of, or purporting to be, his last Will and Testament to be by him
Signed, Sealed, published and declared in the presence of and attested
by three or

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38 more credible Witnesses, direct, limit, appoint, give or devise the same
and for want of and in default of such direction, limitation, appointment,
gift or devise and
39 until such direction, limitation, appointment, gift or devise shall be made
and executed. Or there being such when and as the Estate or Estates so
to be
40 directed, limited or appointed, given or devised, shall respectively cease
and determine. And as to such part or parts thereof whereof no such
direction
41 limitation, appointment, gift or devises shall be made ***Then to the*** sole
and only proper use and behoof of the said ***Thomas Romball***, his Heirs
and Assigns,
42 for ever and to and for no other use, Trust, Estate, Intent or purpose
whatsoever. ***Provided Always*** and these presents are upon this
express Condition

43 and it is hereby agreed and declared by and between the parties hereto to
be the true intent and meaning of them and of these presents That, if the
said

page 3:

Thomas Romball, his Heirs, Executors, Administrators or Assigns, or any or other of them, shall and do well and truly pay or cause to be paid unto the said **William Taylor**, his Executors, Administrators or Assigns, the full and just Sum of five hundred pounds of good and lawful Money of Great Britain with Interest for the same of and after the rate of five pounds for every One hundred pounds by the year of or in the dwelling house of him, the said William Taylor, situate at **Ivyhatch** in the parish of Ightham aforesaid at or upon the twenty seventh day of June now next ensuing the day of the date hereof, without fraud or delay and without any deduction, defalcation or abatement whatsoever

Mr. William Small, etc. to Mr. Thomas Hutchins

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thereout or out

- 6 of any part thereof for and in respect of any Taxes, Charges, Levies,
Rates, Assessments or Impositions whatsoever, Ordinary or
Extraordinary, Parliamentary or
7 parochial which now are or hereafter can, shall or may be Taxed,
Charged, Levied, Rated, Assessed or Imposed on the said Messuages or
Tenements, several
8 pieces or parcels of Land, Hereditaments and Premises hereinbefore
mentioned to be hereby Granted and Released with the Appurtenances
or on the said Sum of
9 five hundred pounds or its Interest or any part thereof or on the said
William Taylor, his Executors, Administrators or Assigns, in respect
thereof or for or in
10 respect of any other matter, cause or thing whatsoever then, and from
thenceforth, the said Term and Estate of one thousand years hereby
created shall cease and

Mr. William Small, etc. to Mr. Thomas Hutchins

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11 determine and be utterly void to all Intents and purposes whatsoever. Or
otherwise he, the said *William Taylor*, his Executors, Administrators or
12 Assigns, shall and
will, at the Costs and Charges of the said *Thomas Romball*, his Heirs and
13 Assigns, Reassign the same and the premises therein Comprized, unto
the
said Thomas Romball, his Heirs and Assigns, or unto such person or
14 persons as he or they shall direct or appoint any thing herein contained to
the
Contrary notwithstanding. *And* the said Thomas Romball, for himself,
15 his Heirs, Executors and Administrators, doth hereby further covenant,
promise and agree
to and with the said William Taylor, his Executors and Administrators,
16 That he, the said Thomas Romball, his Heirs, Executors, Administrators
or Assigns, shall and
will, well and truly, pay or cause to be paid unto the said William Taylor,

Mr. William Small, etc. to Mr. Thomas Hutchins

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his Executors, Administrators or Assigns, at or in the dwelling house of the said

17 William Taylor at Ivyhatch in the parish of Ightham aforesaid, the full and
just sum of five hundred pounds of lawful Money of Great Britain
18 and Interest for the same of and after the rate of five pounds for every one
hundred pounds for a year at or upon the twenty seventh day of June now
19 next ensuing the date of these presents without fraud or making default
in the said payment and without any deduction, defalcation or
Abatement
20 whatsoever according to the true intent and meaning of the above
mentioned proviso and of these presents. **And** the said **William Small**.
party hereto, for

21 himself, his Heirs, Executors and Administrators, doth hereby Covenant,
Promise, Grant and Agree to and with the said Thomas Romball, his
Heirs and Assigns,

- 22 by these presents in manner and form following, that is to say, That for
and notwithstanding any Act, Matter or Thing whatsoever by him, the
said
- 23 William Small, party hereto, or any of his Acc?? , made, done, committed
or wittingly or willingly permitted or suffered to the contrary, He, the said
William
- 24 Small, party hereto, now at the time of the Sealing and Delivery of these
Presents, is and standeth lawfully and rightfully Seized of the said
- 25 Messuages or Tenements, several pieces or parcels of Land,
Hereditaments and premises mentioned to be hereby Granted and
Released with the Appurtenances
- 26 of and in a good and perfect, absolute and Indefeazible Estate of
Inheritance in Fee Simple without any condition contingent proviso,
power of Limitation,
- 27 of any now or other use or uses or any other restraint, matter or thing

Mr. William Small, etc. to Mr. Thomas Hutchins

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whatsoever to alter, change, charge, affect, defeat, determine or make the same

28 void or voidable. **And also** that he, the said William Small, party hereto, for and notwithstanding any such Act, Matter or Thing whatsoever, hath in

29 himself good, right, full power and lawful and absolute authority by these presents to grant, bargain, Sell, Release and Assure all and singular the same

30 premises mentioned to be hereby Granted and Released with the Appurtenances unto and to the use of the said Thomas Romball, his Heirs and Assigns, in

31 manner and form aforesaid according to the true intent and meaning of these presents. **And further** that the said Thomas Romball and his Heirs shall

32 and may, from time to time and at all for ever hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuages or

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Tenements,

- 33 several pieces or parcels of Land, Hereditaments and premises
mentioned to be hereby Granted and Released with the Appurtenances
and receive and take the Rents,
- 34 Issues and Profits thereof to his and their own use and uses without the
Let, Suit, Trouble, Hindrance, Interruption or Denial of or by the said
William Small,
- 35 party hereto, his Heirs or Assigns, or of or by any other person or persons
Claiming or to Claim by, from or under him, them, any or either of them or
- 36 by, from or under the said **Richard Small** and **John Small**, deceased or any
other person or persons whomsoever. And that free and clear and freely
clearly
- 37 and absolutely acquitted, exonerated and discharged or otherwise well
and sufficiently saved, defended, kept harmless and Indemnified of, from
and against all and all
- 38 manner of former and other Gifts, Grants, Bargains, Sales, Mortgages,

Mr. William Small, etc. to Mr. Thomas Hutchins

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Jointures, Dowers, Uses, Wills, Intails, Rents, Arrears of Rents, Statutes,
Merchant and of the Staple,
39 Recognizances, Judgements, Executions, Extents, Titles, Troubles,
Charges and Incumbrances, whatsoever, had made, done, committed or
wittingly or willingly permitted or
40 suffered by him, the said William Small, party hereto, or by the said
Richard Small and John Small, deceased, or either of them or any other
person or persons
41 whomsoever. ***And Moreover*** that the said William Small, party hereto,
and his Heirs and all and every other person or persons whomsoever
having or
42 lawfully claiming or who shall or may hereafter have, or lawfully claim,
any Estate, Right, Title, Trust or Interest of, in, to or out of the said
premises
43 mentioned to be hereby Granted and Released, or any part thereof, by,
from or under him, them, any or either of them, shall and will, from time

Mr. William Small, etc. to Mr. Thomas Hutchins

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to time

44 and at all times hereafter, at the reasonable request, Costs and Charges
in the Law of the said Thomas Romball, his Heirs and Assigns, make, do,
45 acknowledge, levy, suffer and exercise or cause or promise to be made,
done, acknowledged, levied, suffered and exercised, and all and every
such further and other

page 4:

Lawfull

and reasonable Act and Acts, Thing and Things, Deeds,
Devices, Conveyances and Assurances in the Law
whatsoever for the further better and more
2 effectually Assuring and Conveying the said premises
mentioned to be hereby Granted and Released as aforesaid
or any part thereof unto and to the
3 use of the said ***Thomas Romball***, his Heirs and Assigns, in manner

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aforesaid, be the same by Fine or Fines, Common Recovery or Common Recoveries or any

4 other matter of Record or otherwise howsoever as by the said Thomas Romball, his Heirs, Executors, Administrators or Assigns or his or their Counsel learned in

5 the Law, shall be lawfully and reasonably devised or advised and required. **And Lastly** that he, the said **William Small**, party hereto, his Heirs or Assigns,

6 or some of them, shall and will, from time to time, and at all times hereafter, upon every reasonable request in writing and at the proper Costs and Charges

7 in the Law of the said Thomas Romball, his Heirs and Assigns, produce and shew forth, or cause and procure to be produced and shewn forth, unto the said Thomas

8 Romball, his Heirs and Assigns, his or their Counsel, Attorneys or Agents, or in any Court or Court of Law or Equity or before any Commissioners for

9 Examination of Witnesses or otherwise as may be requisite or necessary
the several Deeds, Evidences and Writings hereinafter mentioned, that is
to say, certain
10 Indentures of Lease and Release bearing date respectively the first and
second days of July in the year of our Lord one thousand seven hundred
and
11 ninety six made between the said William Small, party hereto, of the one
part and **James Martyr**, of **Otford** in the said County of Kent, Gentleman,
of the
12 other part, *purporting* to be a Mortgage ?? fee of the above Granted
and Released premises, amongst others, from the said William Small,
party hereto, to
13 the said James Martyr for securing the sum of five hundred pounds and
lawful Interest. And certain other Indentures of Lease and

Mr. William Small, etc. to Mr. Thomas Hutchins

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- 14 Release bearing date the twenty third and twenty fourth days of
December now last past, made between the said James Martyr of the one
part and the said William Small,
- 15 party hereto of the other part, *purporting* to be a Reconveyance of the
said Mortgaged premises from said James Martyr to said William Small,
- 16 his Heirs and Assigns, to the Hereditaments and premises hereby
Granted and Released so as such²⁵³ Deeds, Evidences and Writings shall
not have been lost or
- 17 destroyed by Fire or some other Indictable Accident. ***And this
Indenture further Witnesseth*** that, in further pursuance of the of the
said recited Agreement,

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this does not read very well but the transcript has been checked
against the original document

Mr. William Small, etc. to Mr. Thomas Hutchins

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- 18 and further performance thereof and as well for the prevention of all Suits
and ??ting the said Thomas Romball, his Heirs and Assigns, in the
possession
- 19 and enjoyment of the said Hereditaments and premises hereinbefore
mentioned to be Granted and Released, as also for and in consideration
of the sum of five
- 20 shillings apiece of like lawful money to them, the said **Christopher**
Farrant and Ann, his wife, **George Brooker and Mary**, his wife, severally in
hand paid
- 21 by said Thomas Romball, at or immediately before the Sealing and
Delivery of these presents, the receipt whereof is hereby acknowledged.
They, the said
- 22 Christopher Farrant and Ann, his wife, George Brooker and Mary, his
wife, **have** and each of them **hath** Remised?, Released and for ever quit
claim and by these presents

23 *Do*, and each of them *Doth*, fully, clearly and absolutely Remise, Release
and for ever quit claim unto the said Thomas Romball, his Heirs,
Executors
24 and Administrators, the said respective Legacies of three hundred
pounds and three hundred pounds and all other Legacies whatsoever
together with all their, and
25 each of their, Right, Title and Demand in and to the same so far as the
same relates to or concerns the hereby Granted and Released premises
and all
26 Action and Actions, cause and causes of action, both at Law, Equity or
any Ecclesiastical Court properly Claim and Demand in, to for touching or
concerning the said
27 Legacies, or either of them, or which they, or either of them, can or may
challenge, Claim or Demand in virtue of the Will of the said *John Small*,
28 deceased, or any codicil annexed thereto or otherwise howsoever. *And*

this Indenture further Witnesseth that, in further pursuance of the said recited

- 29 Agreement and full performance thereof and, as well for the
Considerations aforesaid as also for and in Consideration of the Sum of
five shillings of like lawful Money
- 30 to the said *Mary Small* in hand paid by the said Thomas Romball at or
before the Sealing and Delivery of these presents, the receipt whereof is
hereby
- 31 acknowledged, She, the said Mary Small, *hath* Remised, Released, and
for ever quit claimed and, by these presents, *Doth* Remise, Release and
for ever quit Claim
- 32 unto the said Thomas Romball, his Heirs, Executors and Administrators,
the said Annuity, Rent Charge or Annual Sum of twenty pounds payable
to
- 33 said Mary Small for and during the Term of her natural life or widowhood

Mr. William Small, etc. to Mr. Thomas Hutchins

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and charged on the Hereditaments and premises aforesaid with other hereditaments

34 and premises in the said Will of the said John Small devised and mentioned and all Legacies and Bequests to her given and made in and by the said Will or

35 any Codicil thereto annexed and all remedies both at Law and in Equity for receiving the same. And also all such Estate, Right, Title, Interest, Claim and Demand

36 which she, the said Mary Small hath, or of right ought to have, of, in to or out of the said Messuages or Tenements, several pieces or parcels of Land, Hereditaments

37 and premises so Granted, Released and Conveyed, as aforesaid, so that the said Mary Small of and from all such Interest, Claim and Demand and all Distresses on the said

38 Messuages or Tenements, several pieces or parcels of Land, Hereditaments and premises shall and will be for ever hereafter Barred by

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these presents. **And** it is

39 hereby Covenanted, Declared and Agreed, by and between the said
parties to these presents and particularly the said Mary Small for herself,
her Executors,

40 Administrators and Assigns, doth Covenant, Declare and Agree to and
with the said **Thomas Romball**, his Heirs and Assigns, that the said
Messuages or Tenements,

41 several pieces or parcels of Land, Hereditaments and Premises
hereinbefore mentioned to be Granted, Released and Conveyed as

42 aforesaid, shall be, from henceforth discharged of and from the
said Annuity of Twenty pounds and all other Legacies and Bequests
whatsoever to her given and made in and by the said Will of the said
John Small, deceased and all Remedies

43 whatsoever for Recovery thereof. **In Witness** whereof the said parties to
these presents have hereunto set their hands and Seals the day and year
first above written.

Rumney Street

Release 27 December 1800

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Mr. William Small, etc. to Mr. Thomas Hutchins

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Rumney Street

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William (seal) **Small**

William (seal) **Taylor**

The mark

Ann (seal)

Farrant

X (seal) and Seal of
Thomas **Romball**

C^{ter} (seal) **Farrant**

George (seal) **Brooker**

Mary (seal) **Small**

Mary (seal) **Brooker**

Thomas (seal) **Hutchins**

Except for Thomas Romball, these could all be signatures, particularly since the "Farrant" written by Christopher and that by his wife are very different as are

Rumney Street

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also the two "Brooker"s and the two "Small"s. The signature of Thomas Hutchins is much larger than any of the others.

Received on the day and year first within
written of and from the within } £
named ***Thomas Romball*** the sum of }
Two Hundred Pounds which, with the } 200
Sum of Five Hundred Pounds paid me }
by the within named ***William Taylor*** } 500
makes together Seven Hundred Pounds,
the full consideration Money for } 700 £
the purchase of the within mentioned Premises. I say received the same

William Small

Rumney Street

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Witness hereto

James Martyr

In Hilder Attorney Sevenoaks

Sealed and *Delivered* by all parties (except
the within named William Taylor) being first
duly stampt in the presence of

James Martyr

Rumney Street

Release 27 December 1800

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Mr. William Small, etc. to Mr. Thomas Hutchins

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Jn²⁵⁴ Hilder

Sealed and *Delivered* by the within named William
Taylor in the presence of

Jn Hilder

Elizabeth Hutchins

Rumney Street

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Received the day and year first within written the }
Sum of Five Hundred Pounds of and from the within } £
named William Taylor being the consideration Money } 500
within mentioned to be by him to me in hand paid. I
say received the same

William Small stamp

Witness hereto

James Martyr

In Hilder Attorney Sevenoaks

stamp

On outside:

Mr. William Taylor by Direction }
of Mr. Thomas Romball }
to }
Mess^{rs}. John Thomas and a }
Clement Taylor }

Assignment of a Mortgage ??
to service £500 and Interest

4 *William Taylor*, late of *Ivyhatch* in the parish of
Ightham but now of *Crowhurst* in the parish of
Wrotham in the County of Kent, Yeoman, of the
first part. *Thomas Romball* of *Shoreham* in the
5 said
County of Kent, Yeoman, of the second part and
John Taylor of *the Warren* in the said parish of
Ightham, Gentleman, *Thomas Taylor* of
6 *Plaxtol* in the said County, Gentleman, and
Clement Taylor of *Linton* in the said County,
Gentleman (the three Trustees and Executors
named
7 and appointed in and by the last Will and Testament of *James Barrett*,
late of *Wrotham* aforesaid, Draper, deceased) of the third part. *Whereas*

in and by certain Indentures of Lease and
8 Release bearing Date respectively the twenty sixth and twenty seventh
Days of December which was in the Year one thousand eight hundred²⁵⁷,
the Release being of the latter Date and made,
9 or expected to be made between **William Small** of Shoreham, aforesaid,
Yeoman (therein particularly described) of the first part, the said Thomas
Romball of the second part, the said William Taylor of
10 the third part, **Thomas Hutchins** (therein particularly described) of the
fourth part, **Christopher Farrant** (therein particularly described) and **Ann,**
his wife, George Brooker of Shoreham aforesaid, Yeoman,
11 and **Mary, his wife, and Mary Small,** therein described, of the fifth part.
Reciting, (amongst other things) that the said Thomas Romball had
contracted and agreed with the said William
12 Small for the purchase of the Messuages or Tenements, Land, Buildings

and Hereditaments, hereinafter described, at or for the price or Sum of seven hundred pounds, **And Reciting**

13 that the said Thomas Romball, not being then provided with Money to pay for the whole purchase of the said hereditaments, had applied to and requested the said William Taylor a²⁵⁸ to

14 him the sum of five hundred pounds which the said William Taylor had agreed to do on having the same secured to him in manner thereinafter mentioned. **It is** by the now

15 writing Indenture of Release **Witnessed** that, in pursuance and ?? performance of the said recited agreement and as well in Consideration of the sum of two hundred pounds to the

16 said William Small paid by the said Thomas Romball as also of the sum of

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there is a single letter (a?) between Taylor and the word "to"; this phrase would be expected to be "had requested the said William Taylor to lend him the sum . . ."

five hundred pounds to the said William Small paid by the said William Taylor and also in consideration
17 of the sum of five shillings to the said William Small paid by the said Thomas Hutchins, *He*, the said William Small, at the special Request and by and at the Direction, Nomination
18 and Appointment, as well of the said Thomas Romball and William Taylor as of the said Christopher Farrant and Ann, his wife, and George Brooker and Mary, his wife, and Mary Small
19 testified as therein mentioned) *Did* grant, bargain, sell, release and confirm unto the said Thomas Hutchins, and to his Heirs and Assigns, *All those* Messuages or Tenements, Land,
20 Buildings and Premises therein mentioned and hereinafter particularly described with the Appurtenances *To hold* the same unto the said Thomas Hutchins his Heirs and Assigns, *To*
21 *the Use and Behoof* of the said William Taylor, his Executors, Administrators and Assigns, for the Term of one thousand Years of and

under the yearly Rent of a pepper Corn
22 for the securing to him and them the Repayment of the said sum of five
hundred Pounds and Interest. *Subject Nevertheless* to the proviso
therein and hereafter contained for Redemption
23 of the said Premises with Remainder *To the Use of* such Person and
Persons for such Estate and Estates as the said Thomas Romball, by and
Deed or Writing or by his last Will

24 and Testament in writing or a Codicil or Codicils thereto executed as
therein mentioned, should direct, limit, appoint, Give or Devise with
Remainder *To the sole and only proper*
25 *Use and Behoof* of the said Thomas Romball, his Heirs and Assigns, for
ever and to and for no other Use, End, Intent or Purpose whatsoever.
Subject nevertheless to
26 Redemption on Payment, by the said Thomas Romball, his Heirs,
Executors, Administrators or Assigns, unto the said William Taylor, his

- 27 Executors, Administrators or Assigns, of the full sum of
five hundred pounds together with Interest for the same at and after the
Rate of five pounds for every one hundred pounds by the Year at or upon
the twenty seventh Day of
- 28 June the next ensuing the Date of the now reciting Indenture as in and
by the said Indentures Relation being thereunto had, may and will more
fully and at large appear.
- 30 ***And whereas*** the said sum of five hundred pounds, or any part thereof,
was not paid at the Day and Time appointed by the said hereinbefore
recited Indenture whereby the
- 31 Estate of the said William Taylor, his Executors, Administrators and
Assigns, became absolute in Law in the said Premises for the Remainder
of the said Term of one thousand years
- 32 ***And whereas*** the said principal sum of five hundred pounds owing still
remains due and owing to the said William Taylor on the said recited
security, all Interest having been paid

33 up to the day of the Date of these presents ***And whereas*** the said
William Taylor, having Occasion for the said sum of five hundred pounds,
hath requested the said Thomas
34 Romball to pay off the same but he, not being provided with Money for
that Purpose, hath applied to the said ***John Taylor, Thomas Taylor and***
Clement Taylor to advance
35 the said sum of five hundred pounds which they have agreed to do on
having the said security assigned to them as hereinafter is mentioned
Now this Indenture
36 ***witnesseth*** that for and in Consideration of sum of five hundred pounds
of lawful British Money to the said William Taylor in hand well and truly
paid by the said John
37 Taylor, Thomas Taylor and Clement Taylor at or before the Sealing and
Delivery of these presents (at the Request and by the Direction of the said
Thomas Romball testified by
38 his being a party to and Sealing and Delivering of these presents) the

Receipt whereof and that the same is in full for all principal and Interest
Monies due and owing on
39 the said recited Security, he, the said William Taylor, doth hereby
acknowledge and thereof and of and from the same and every part
thereof, doth quit, release and discharge
40 the said John Taylor, Thomas Taylor and Clement Taylor, their Heirs,
Executors, Administrators and Assigns, and likewise the said Thomas
Romball, his Heirs, Executors and
41 Administrators and every of them, by these Presents. And also in
Consideration of the sum of five shillings of like lawful Money to the said
Thomas Romball in hand at
42 the same Time paid by the said John Taylor, Thomas Taylor and Clement
Taylor, the Receipt whereof is hereby acknowledged, He, the said William
Taylor (at the Request and by
43 the Direction of the said Thomas Romball) testified as aforesaid *hath*
bargained, sold, assigned, transferred and set ?? any by these presents
Doth bargain, sell, assign, transfer

44 and set over and the said Thomas Romball *hath* granted, ratified and
confirmed and by these presents *Doth* grant, ratify and confirm unto the
said John Taylor, Thomas Taylor and
45 Clement Taylor, their Executors, Administrators and Assigns, ²⁵⁹ *All*
those two several Brick Built Messuages, Tenements or Dwellings
commonly called or known by the name of *Hannes*
46 *Nick* otherwise *Hannick* with the Yards, Gardens, Orchards and four
Acres, more or less, of arable Land thereunto belonging and now, or
heretofore, used, occupied or enjoyed therewith, with all
47 and every the Appurtenances to the said Messuages, Tenements or
Dwellings belonging or appertaining. All which said Messuages,
Tenements or Dwellings , Land, Hereditaments and Premises are
together

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from here up to line 18 on page 2 is almost an exact copy of lines
9 to 29 of the Lease of 1800 (document 1800-1)

48 situate, lying and being at a place called **Rumney Street** in the parish of
Shoreham aforesaid in the said County of Kent and were heretofore in the
several Tenures, Holdings or Occupations
49 of **William Small** and **Thomas Small** and **Michael Saker** or some or one of
them, their sons or one of their Assigns or Undertenants which said
Messuages, Tenements or dwellings and

page 2:

Garden Ground

belonging are now or late were in the several
Tenures or Occupations of **Thomas Broomfield**
and
2 **William Smith**, or one of them, their or one of
their Undertenants or Assigns, and now of

William Small and Thomas Ashdown²⁶⁰, and
the said arable

3 Land late was in the Tenure or Occupation of
4 the said William Small but now of the said
Thomas Romball, his Assigns or Undertenants.

5 ***And also all those*** seven pieces or parcels
of arable Pasture and woodground hereinafter
6 mentioned, that is to say, *All that* piece or
parcel of Land with the appurtenances called
by the Name of ***Luwest*** containing by
Estimation

7 eight acres, more or less. *And also All that* piece or parcel of Land
with the Appurtenances called by the Name of ***Pittfield*** containing, by

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this phrase regarding William Small and Thomas Ashdowne
inserted (not in the Lease of 1800)

Estimation, seven acres, more or less.

- 8 *And also All that* piece or parcel of woodground with the
Appurtenances called by the Name of ***the Coppice*** containing, by
Estimation, three acres, more or less. *And*
- 9 *also All that* piece or parcel of Land with the Appurtenances called by
the Name of ***Dickfield*** containing, by Estimation, four acres, more or less.
And also All that piece or
- 10 parcel of Land called by the Name of ***Rye Croft*** containing, by Estimation,
three acres, more or less. *And also All that* piece or parcel of Land
called by the name of the ***Upper***
- 11 ***Brooms*** containing, by Estimation, five acres, more or less. *And also All*
that piece or parcel of wood Ground with the Appurtenances called by
the name of ***the Coppice***
- 12 containing, by Estimation, three acres, more or less. *All which* said last
mentioned Lands and Premises do contain, in the whole, by Estimation,
thirty three acres, more or less, and are

13 situate, lying and being in the several parishes of *Shoreham and*
Mabscombe in *Kingsdown* in the said County of Kent and were formerly
14 in the Occupation of *George Richardson*,
afterwards of *Robert Richardson*, since that of the said *John Small*,
deceased, late in the Tenure, Holding or Occupation of the said *William*
Small and now of the said *Thomas Romball*, his
15 Undertenants or Assigns. *Together* with all and all Manner of Houses,
Outhouses, Edifices, Barns, Stables, Buildings, Lights, Paths, Parishes,
Shops, Cellars, Sinks, Sewers, Drains, Timber and other
16 Trees, Wells, Waters, Watercourses, Fences, Rents, Easements, Profits,
Commodities, Advantages, Emoluments, Hereditaments, Rights,
Members and Appurtenances whatsoever to the said Messuages or
Tenements,
17 Buildings, several pieces or parcels of Land, Hereditaments and premises
belonging or in any wise appertaining or accepted, reputed, deemed,
taken or known as part, parcel or member
18 thereof or to be belonging thereunto. *And* the Reversion and Reversions,

Remainder and Remainders yearly and other Rents, Issues and Profits thereof and of every part and parcel thereof. **And**

19 all the Estate Right Title, Interest, Use, Trust, Property, Claim and Demand whatsoever, both at Law and in Equity of them the said **William Taylor** and **Thomas Romball** of in and to the same or any Part or Parcel thereof.

20 **And** all Deeds, Evidences and Writings whatsoever which solely relate to or concern the said Premises. *And true Copies* of all such other Deeds, Evidences and Writings as relate to or concern the said premises

21 jointly and together with any other Lands, Tenements or Hereditaments. **To have and to hold** the said Messuages or Tenements, several pieces or parcels of Land, Hereditaments and all and singular other

22 the premises hereinbefore described and intended to be hereby assigned, with their and every of their appurtenances, unto the said **John Taylor, Thomas Taylor and Clement Taylor**, their Executors, Administrators and

23 Assigns, henceforth for and during all the Rest, Residue and Remainder

of the said Term of one thousand Years ?? in and by the said
hereinbefore recited Indenture now to come and unexpired, freed and
24 discharged of and from the proviso or Condition for Reoccupation in the
said Indenture contained and from all Claim, Benefit and Advantage
whatsoever of him, the said Thomas Romball, his Heirs, Executors,
25 Administrators or Assigns, under or by virtue of the same. *But subject*
nevertheless to the Condition for Redemption next hereinafter contained
(that is to say) ***Provided always*** nevertheless and it is hereby
26 declared and agreed by and between the sole parties to these presents
That if the said Thomas Romball, his Heirs, Executors, Administrators or
Assigns, do and shall well and truly pay, or cause to be paid, unto the
27 said John Taylor, Thomas Taylor and Clement Taylor, their Executors,
Administrators or Assigns, the full and just sum of five hundred pounds of
lawful British Money together with Interest for the same at and after the
28 Rate of five pounds for every one hundred pounds by the Year at or upon

the twenty seventh Day of June²⁶¹ next ensuing the Date of these presents without making any Deduction or Abatement whatsoever
29 of, in or out of the same for or by reason of any Taxes or Assessments imposed, or to be imposed, upon the said demised Premises by authority of Parliament or otherwise (the Property Tax only excepted) *That*
30 *then* and from thenceforth these Premises and every Matter and Thing herein contained shall cease, determine and be utterly void to all Intents, Constructions and purposes. **And** the said *William Taylor* for himself,
31 his Heirs, Executors and Administrators, doth covenant and declare to and with the said John Taylor, Thomas Taylor and Clement Taylor, their Executors, Administrators and Assigns, That he, the said William Taylor, hath
32 not at any time heretofore made, done, committed, executed or suffered any Act, Deed, Matter or Thing whatsoever whereby wherewith or by

²⁶¹

date added later in a different hand here and on line 37

Reason or Means whereof the said Messuages or Tenements, Land and Premises

33 hereby assigned or the Term and Estate hereby transferred, or any Part thereof, are, is, can, shall or may be any ways impeached, charged, affected or incumbered in Title, Charge, Estate or otherwise howsoever

34 **And** the said *Thomas Romball*, for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said John Taylor, Thomas Taylor and Clement Taylor, their

35 Executors, Administrators and Assigns, by these Presents that he, the said Thomas Romball, his Heirs. Executors, Administrators or assigns, or some or one of them, shall and will well and truly pay, or cause to be
36 paid unto the said John Taylor, Thomas Taylor and Clement Taylor, their Executors, Administrators or Assigns, the full and just sum of five hundred pounds, together with Interest for the same at and after the Rate of five pounds

37 for every one hundred pounds by the Year, of lawful British money, at or

upon the said twenty seventh Day of June now next ensuing according to the true Intent and Meaning of these presents.

38 ***And also*** that if Default shall happen to be made in Payment of the said
Sum of five hundred pounds or the Interest thereof, or any part thereof,
contrary to the Proviso aforesaid, that then and from
39 thenceforth it shall be lawful for the said John Taylor, Thomas Taylor and
Clement Taylor, their Executors, Administrators and Assigns, peaceably
and quietly to enter into and have, hold, use, occupy, possess and enjoy
the
40 said hereby assigned Hereditaments and Premises and have, receive and
take the Rents, Issues and Profits thereof to his and their own Use and
Benefit for and during all the Residue then to come and unexpired of the
41 said Term of one thousand Years without any the lawful Let, Suit,
Trouble, Denial or Interruption of or by the said Thomas Romball, his
Heirs or Assigns, or any other Person or Persons whomsoever. *And that*
free and
42 that and freely and clearly acquitted, exonerated, released and

discharged or otherwise by the said Thomas Romball, his Heirs.
Executors or Administrators, well and sufficiently saved, defended, kept
harmless and indemnified of,

43 from and against all other Titles, Troubles, Charges, Claims, Demands
and Incumbrances whatsoever. ***In Witness*** whereof the said Parties to
these Presents have hereunto set their Hands and Seals the Day
44 and Year first above written.

William (seal) Taylor The Mark X and (seal)
Thomas

Seal of
Romball

on back of document:

Received the Day and Year first written of and from }
the within named John Taylor, Thomas Taylor and Clement Taylor, the }
£500
Sum of five hundred pounds being the full Consideration Money within }
mentioned to be paid by them to me }
Witness: William Taylor
Rich. Crow
In. Lake

Sealed and **Delivered** by the within named William Taylor
and Thomas Romball (being first duly stamped) in the
Presence of

Rich. Crow
In. Lake, Clerk to Mr. Crow

Rumney Street

Assignment of a Mortgage
Document 1808

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On outside:

Mr. Thomas Romball and another	}	
to	}	Lease for a Year
Isaac Espinasse, Esquire	}	

This Indenture²⁶²

made the sixteenth day of February in
the fiftieth year of the Reign of our
Sovereign

2 Lord George the third by the Grace of God of the
United Kingdom of Great Britain
3 and Ireland King, Defender of the Faith. And in
the year of our Lord one thousand eight

4 hundred and ten. ***Between Thomas Romball*** of
Shoreham in the County of Kent, Yeoman, and
Thomas Hutchins of Seven Oaks in the said
County of Kent, Gentleman,
5 of the one part and ***Isaac Espinasse*** of ***Bexley***²⁶³ in the said County of Kent
and of ***Chancery Lane, London***, Esquire, of the other part. ***Witnesseth***
that for and
6 in consideration of the sum of five shillings a piece of lawful money of
Great Britain to the said Thomas Romball and Thomas Hutchins in hand
well and truly
7 paid by the said Isaac Espinasse at or before the sealing and delivery of
these Presents, the receipt whereof is hereby acknowledged, They, the
said Thomas Romball

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although this place looks like “Boily” here, it is given as “Bexley”
in the Abstract and there is a Bexley in Kent

8 and Thomas Hutchins *have*, and each of them *hath*, bargained and sold
And by these presents *Do*, and each of them *Doth*, bargain and sell unto
the said

9 Isaac Espinasse, his Executors, Administrators and Assigns, *All* those
two several brick built Messuages or Tenements or Dwellings called or
known by the name of

10 *Hanneswick* otherwise *Hannick* with the yards, gardens, orchards and
four acres, more or less, of arable land thereunto belonging and now, or
heretofore, used, occupied or enjoyed

11 therewith, with all and every the Appurtenances to the said Messuages,
Tenements or Dwellings belonging or appertaining. All which said
Messuages, Tenements or

12 Dwellinghouses, Land, Hereditaments and Premises are together situate,
lying and being at a place called *Rumney Street* in the parish of
Shoreham in the said County of Kent

13 and were heretofore in the several tenures, holdings or occupations of
William Small, Thomas Small and **Michael Saker** or some or one of them,
14 their sons or one of their assigns
or undertenants. And which said Messuages, Tenements or
15 Dwellinghouses and garden ground thereto belonging late were in the
several tenures or occupations of **Thomas Broomfield**
and **William Smith**, or one of them, their or one of their undertenants or
16 assigns, and now of William Small and Thomas Ashdowne, and the said
arable land late was in the
tenure or occupation of the said William Small but now of the said
17 Thomas Romball, his assigns or undertenants. And also all those seven
pieces or parcels of arable pasture and wood
ground hereinafter mentioned (that is to say) All that piece or parcel of
18 land with the Appurtenances called by the name of **Luwest** containing by
estimation eight acres, more
or less. And also all that piece or parcel of land with the Appurtenances
called by the Name of **Pittfield** containing, by estimation, seven acres,

more or less. And also all that
19 piece or parcel of woodground with the Appurtenances called by the
name of *the Coppice* containing, by estimation, three acres, more or less.
And also all that piece or
20 parcel of land with the Appurtenances called by the name of *Dickfield*
containing, by estimation, four acres, more or less. And also all that
piece or parcel of land called
21 or known by the name of *Rye Croft* containing, by estimation, three acres,
more or less. And also all that piece or parcel of land called or known by
the name of
22 *Upper Brooms* containing, by estimation, five acres, more or less. And
also all that piece or parcel of wood ground with the Appurtenances
called by the
23 name of *the Coppice* containing, by estimation, three acres, more or less.
All which said last mentioned lands and premises do contain, in the
whole, by estimation,
24 thirty three acres, more or less, and are situate, lying and being in the

several parishes of *Shoreham and Mabscombe* in *Kingsdown* in the said
County of Kent and
25 were formerly in the occupation of *George Richardson*, afterwards of
Robert Richardson, since that of the said *John Small*, deceased, late of
William Small and now of the said
26 *Thomas Romball*, his undertenants or Assigns. Together with all and
singular houses, outhouses, edifices, barns, stables, buildings, yards,
orchards, gardens, land, meadows, pastures,
27 feedings, commons and common of pasture, woods, underwoods, ways,
waters, watercourses, rights, privileges, profits, commodities,
advantages, hereditaments and appurtenances whatsoever
28 to the Messuages, Tenements or Dwellinghouses, pieces or parcels of
arable pasture and wood Ground, Hereditaments and Premises, or any of
them, or any part or parcel thereof belonging or
29 appertaining or therewith or with any of them held, used, occupied,
possessed or enjoyed or accepted, reputed, deemed, taken or known as
part, parcel or member thereof or as belonging

30 thereunto. And the reversion and reversions, remainder and remainders,
rents, issues and profits of all and singular the said premises. ***To have***
and to hold the said
31 Messuages or Tenements or Dwellinghouses, pieces or parcels of arable
pasture and wood Ground, Hereditaments and Premises hereinbefore
mentioned to be hereby
32 bargained and sold with the Appurtenances unto the said Isaac
Espinasse, his Executors, Administrators and Assigns from the day next
before the day of the date of
33 these presents for and during and unto the full end and term of one whole
year from thence next ensuing and fully to be compleat and ended. *To*
the intent
34 *and purpose* that, by virtue of these Presents and by force of the Statute
made for transferring uses into possession, he, the said Isaac Espinasse,

may be in
35 the actual possession of the said Premises hereby bargained and sold and
may be thereby enabled to accept and take a grant and release of the
reversion and

36 inheritance thereof to him and his Heirs. *To such uses upon such*
trusts and for such intents and purposes as are mentioned, expressed
and declared
37 in and by a certain Indenture of Appointment and Release already
prepared and intended to bear date the day next after the day of the date
of these
38 Presents and made between the said **Thomas Romball** of the first part,
the said **Thomas Hutchins** of the second part, **John Taylor of the Warren**
in
39 the Parish of **Ightham** in the said County of Kent, **Thomas Taylor** of
Plaxtol in the said County of Kent and **Clement Taylor** of **Linton** in

40 the said County of Kent, Gentleman, of the third part, the said **Isaac**
Espinasse of the fourth part, **Robert Espinasse** of the **Temple, London**,
Esquire
41 of the fifth part and **William Cook** of **Clerkenwell** in the said county of
Middlesex, Esquire, of the sixth part. **In Witness**
42 whereof the said parties to these presents have hereunto set their hands
and seals the day and year first above written.

The mark
X
of Thomas

(seal)

and Seal
X
Romball

Thos. (seal) Hutchins

Signed, Sealed and Delivered by }
the within named Thomas Romball }

in the presence of

Rich^d Crow

James Bacon, Clerk to Mess^{rs}

Rodes, Cook & Handley

Solicitors. Clerkenwell

Signed, Sealed and Delivered by the within named Thomas
Hutchins in the presence of

Rich^d Crow, Sevenoaks

In. Lake, Clerk to Mr. Crow

Mr. Thomas Romball & others to Isaac Espinasse & his Trustee
Document 1810-7

From the witnessed signatures at the end, there were two firms of solicitors involved with this Indenture: Richard Crow and his clerk In. Lake of Sevenoaks and Messrs Rhodes Cook & Handley, Solicitors of Clerkenwell whose clerk, for this document, was James Bacon.

On outside:

Mr. Thomas Romball and others	}	<i>Appointment</i>
to	}	and
Isaac Espinasse, Esquire and	}	<i>Release</i> of Freehold
his Trustee	}	Messuages, Land and Hereditaments situate in <i>Rumney Street</i> and Shoreham and Mamscomb ²⁶⁴ in the County of Kent & Assignment

Mr. Thomas Romball & others to Isaac Espinasse & his Trustee

Document 1810-7

of a term of 1000 years affecting the
said Hereditaments In trust for Mr. Espinasse
and to attend the uses and estates within
limits thereof.

*This Indenture*²⁶⁵ *of Six Parts*

made the seventeenth day of
February in the fiftieth year
of the reign of our Sovereign
Lord George the third by the
Grace

of God of the United Kingdom of Great Britain and
Ireland King, Defender of the Faith. And in the
year of our Lord

Mr. Thomas Romball & others to Isaac Espinasse & his Trustee
Document 1810-7

4

One thousand and eight hundred and ten.

Between Thomas Romball of Shoreham in the
County of Kent

5

Yeoman, of the first part, *Thomas Hutchins* of
Sevenoaks in the said County of Kent, Gentleman,
of the second part

6

John Taylor of the Warren in the parish of *Ightham* in the said County of
Kent, Gentleman, *Thomas Taylor* of *Plaxtol* in the said County of Kent and
Clement Taylor of

7

Linton in the said County of Kent, Gentleman, of the third part. *Isaac*
Espinasse of *Bexley*²⁶⁶ in the said County of Kent and of *Chancery Lane,*
London, Esquire, of the fourth part, *Robert Epinasse*

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although this place looks like “Boily” here, it is given as “Bexley”
in the Abstract and there is a Bexley in Kent

Mr. Thomas Romball & others to Isaac Espinasse & his Trustee

Document 1810-7

8 of the **Temple, London**, Esquire, (a Trustee appointed by and on the part
of the said Isaac Espinasse for the purposes hereinafter mentioned and to
prevent dower) of the fifth part and **William Cook** of
9 **Clerkenwell** in the county of Middlesex, Esquire (a Trustee to whom the
residue of the term of one thousand years affecting the hereditaments
hereinafter conveyed and assured for better securing the Sum of five
10 hundred pounds and Interest created in and by the Indenture of Release
hereinafter written is intended to be assigned in trust as hereinafter is
mentioned) of the sixth part. **Whereas** by certain Indentures
11 of Lease and Release bearing date respectively on or about the twenty
sixth and twenty seventh days of December²⁶⁷ which was in the year of our
Lord one thousand eight hundred, the Lease made or expressed
12 to be made between **William Small** of **Shoreham Hill** in the parish of

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Mr. Thomas Romball & others to Isaac Espinasse & his Trustee

Document 1810-7

Shoreham in the County of Kent, Yeoman, by his? description therein
contained of the one part and the said **Thomas Hutchins** of the
13 other part and the Release being of five parts and made, or expressed to be
made, between the said William Small of the first part, the said Thomas
Rumball of the second part, **William Taylor** of **Ivyhatch**
14 in the parish of Ightham in the said County of Kent, Yeoman, of the third
part, the said Thomas Hutchins of the fourth part and **Christopher Farrant**
of **Saint Mary Cray** in the said County of Kent, Yeoman,
15 and **Ann, his wife**, and **George Brooker** of Shoreham, aforesaid, Yeoman,
and **Mary, his wife**, and **Mary Small**, of Shoreham, aforesaid, widow, by
their several descriptions also contained, of the fifth part. For the
16 considerations therein expressed All those the several Messuages, pieces
or parcels of Arable pasture and Wood ground and hereditaments
particularly hereinafter mentioned and described and intended to be
hereby
17 appointed, conveyed and assured were granted, released and conveyed

Mr. Thomas Romball & others to Isaac Espinasse & his Trustee

Document 1810-7

18 unto the said **Thomas Hutchins**, his Heirs and Assigns, To the several uses
provisoes and agreements therein and hereinafter mentioned (that is to
say) To the use and behoof of the said William Taylor, his Executors,
Administrators and Assigns, for the term of one thousand years from
19 thence next ensuing and fully to be complete and ended without
impeachment of waste of and under the yearly rent of a pepper corn only
payable as therein mentioned for the better and more effectually securing
20 unto the said **William Taylor**, his Executors, Administrators and Assigns,
the payment of the Sum of five hundred pounds and interest for the same
after the rate and in manner therein mentioned. Subject
21 nevertheless to a proviso or condition for redemption of the said premises
therein and hereinafter contained with remainder To the use and behoof
of such person and persons for such Estate and Estates, uses, trusts,
22 intents, limitations and purposes, whether conditional or absolute, as the
said **Thomas Romball** should, from time to time, in and by any Deed or

Mr. Thomas Romball & others to Isaac Espinasse & his Trustee

Document 1810-7

23 Deeds, Writing or Writings, to be by him duly executed and attested
by two or more reliable witnesses, or by his last Will and Testament in
writing or any writing in the nature of or purporting to be his last will and
Testament to be by him signed, sealed, published and declared in
24 the presence of and attested by three or more credible witnesses, direct,
limit, appoint, give or devise the same. And in default of such direction,
limitation, appointment, gift or devise and until such should be made and
25 executed or there being such when and as the estate or estates so to be
directed, limited or appointed, given or devised, should respectively cease
?? and determine and, as to such part or parts thereof, whereof no such
26 direction, limitation, appointment, gift or devise, should be made, Then To
the sole and only proper use and behoof of the said Thomas Rumball, his
heirs and assigns, forever. In which said Indenture of Release
27 is contained a proviso or condition for making void the said Term of one
thousand years thereby limited in us to the said **William Taylor**, his
Executors, Administrators and Assigns, as aforesaid, upon payment

Mr. Thomas Romball & others to Isaac Espinasse & his Trustee
Document 1810-7

28 to him, or them, by the said Thomas Romball, his Heirs, Executors,
Administrators or Assigns, of the sum of five hundred pounds with interest
for the same after the rate of five pounds for every One hundred pounds by
29 the year at the time therein mentioned. *And whereas* by a certain
Indenture of Assignment²⁶⁸ bearing date on or about the twenty seventh
day of December which was in the year of our Lord one
30 thousand eight hundred and eight and made, or expressed to be made,
between the said *William Taylor* of the first part and the said *Thomas*
Romball of the second part and the said *John Taylor, Thomas Taylor* and
31 *Clement Taylor* of the third part *Reciting* the said in part recited
Indenture of Lease and Release as to the effect hereinbefore recited. *And*
reciting that the said Sum of five hundred pounds, or any part
32 thereof, was not paid at the day and time appointed by the said therein

Mr. Thomas Romball & others to Isaac Espinasse & his Trustee

Document 1810-7

and hereinbefore recited Indenture of Release whereby the estate of the
said William Taylor, his Executors, Administrators and Assigns,
33 of and in the said Premises became absolute in law for the then remainder
of the said term of one thousand years. *And reciting* that the said
principal sum of five hundred pounds only then remained due
34 and owing to the said William Taylor on the said recited Security, all
interest for the same having been paid up to the day of the date of the now
writing Indenture *And also reciting* that the said
35 William Taylor, having occasion for the said Sum of five hundred pounds
had requested the said Thomas Romball to pay off the same but that he,
not then being provided with money for that purpose,
36 had applied to the said John Taylor, Thomas Taylor and Clement Taylor to
advance the said sum of five hundred pounds which they had agreed to do
on having the said security assigned to them as therein
37 and hereinafter mentioned. *It was* and is by the now writing Indenture

Mr. Thomas Romball & others to Isaac Espinasse & his Trustee

Document 1810-7

witnessed that, in consideration of the sum of five hundred pounds to the
said William Taylor paid by the said John Taylor, Thomas
38 Taylor and Clement Taylor, at the request and by the direction of the said
Thomas Romball (testified as therein mentioned) and for other the
consideration therein mentioned, He, the said William Taylor, at the like
request and
39 by the like direction of the said Thomas Romball (testified as aforesaid),
Did bargain, sell, assign, transfer and set over and the said Thomas
Romball Did grant, testify and confirm unto the said John Taylor, Thomas
Taylor and
40 Clement Taylor, their Executors, Administrators and Assigns, *All* those
the said several Messuages, pieces or parcels of Arable pasture and Wood
Ground and Premises in the said therein and hereinbefore recited
Indentures
41 of Lease and Release and hereinafter particularly mentioned and
described and comprized in the said term of one thousand years created

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by the said Indenture of Release then vested in the said William
42 Taylor for the purpose aforesaid and hereinafter appointed, conveyed and
assured *To hold* the same, with the appurtenances, unto the said John
Taylor, Thomas Taylor and Clement Taylor, their Executors,
43 Administrators and Assigns, from thenceforth for and during the residue of
the said term of One thousand years created in and by the said therein and
hereinbefore recited Indenture of Release freed and discharged
44 from the proviso or condition for redemption in the said Indenture
contained But subject, nevertheless, to a proviso or condition in the now
writing Indenture and hereinafter contained for making void the same
term on
45 payment, by the said Thomas Romball, his Heirs, Executors,
Administrators or Assigns, unto the said John Taylor, Thomas Taylor and
Clement Taylor, their Executors, Administrators and Assigns, of the full
sum of five
46 hundred pounds together with interest for the same after the rate of five

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pounds for every one hundred pounds by the year at the time therein mentioned and long since past, As in and by the said several in part recited Indentures

47 of Lease and Release and Assignment reference being thereunto respectively had may fully appear. **And whereas** the said Thomas Romball hath contracted and agreed with the said Isaac Espinasse for the absolute

48 inheritance thereof at or for the price or sum of nine hundred pounds **And whereas** the said Sum of five hundred pounds now remained due and owing to the said John Taylor, Thomas Taylor and Clement Taylor under and

49 by virtue of the said recited Indenture of Assignment of the said Term of One thousand years affecting the said hereditaments hereinafter mentioned to be hereby appointed, released and conveyed made by the

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said recited Indenture of

50 Release and no more all interest for the said sum of five hundred pounds
having been satisfied and paid to the day of the date hereof which the said
John Taylor, Thomas Taylor and Clement Taylor do hereby admit and
acknowledge *And whereas*

51 it hath been agreed between the said Thomas Romball, John Taylor,
Thomas Taylor and Clement Taylor and Isaac Espinasse that the sum of
five hundred pounds, part of the purchase money of the said
hereditaments hereinafter mentioned to be hereby appointed, released
52 and conveyed, shall be paid to the said John Taylor, Thomas Taylor and
Clement Taylor in full satisfaction and discharge of the said principal sum
now due and owing to them upon their said recited security and that the
sum of four hundred pounds residue of the said sum of nine
53 hundred pounds, the purchase money shall be paid to the said Thomas
Romball and that the said hereditaments shall, by the direction of the said
Isaac Espinasse, be conveyed and assured to the uses and upon the trusts

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hereinafter limited and declared of and
54 concerning the same. And also that the said term of one thousand years
of and in the said hereditaments so contracted for, shall be assigned to the
said **William Cook**, his executors, administrators and assigns, In trust as
hereinafter is mentioned. **Now this**
55 **Indenture witnesseth** that, in pursuance and part performance of the
said agreement and for and in consideration of the sum of five hundred
pounds of lawful money of Great Britain to the said John Taylor, Thomas
Taylor and Clement Taylor at the
56 request and by the direction of the said Thomas Romball (testified by his
being a party to and sealing and delivering these presents) in hand well
and truly paid by the said Isaac Espinasse at or before the sealing and
delivery
57 of these presents in full satisfaction and discharge of the said Sum of five
hundred pounds so due and owing to them, the said John Taylor, Thomas
Taylor and Clement Taylor upon

page 2:

1 **Under** or by virtue of the said recited Securities and in part of the
said Sum of nine hundred pounds, the purchase money of
the Hereditaments hereinafter
2 mentioned to be hereby appointed, released and conveyed,
or intended so to be, the receipt of which said sum of five
hundred pounds in full, as aforesaid, They
3 the said John Taylor, Thomas Taylor and Clement Taylor, do hereby
acknowledge and thereof and therefrom and of and from the same, and
every part thereof, do hereby acquit, release,
4 exonerate and discharge, as well the said Isaac Espinasse, his Heirs,
Executors, Administrators and Assigns, as the said Thomas Romball, his
Heirs, Executors, Administrators and Assigns, and
5 every of them, for ever, By these presents and also for and in consideration
of the Sum of four hundred pounds of like lawful money of Great Britain,

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residue of the said sum of nine
6 hundred pounds, the purchase money, as aforesaid, to the said Thomas
Romball, in hand well and truly paid by the said Isaac Espinasse, at or
before the sealing and delivery of these
7 presents, the payment and receipt of which said two several sums of five
hundred pounds and Four hundred pounds (making together the Sum of
Nine hundred pounds) he, the said Thomas
8 Romball, doth hereby admit and acknowledge and that the same are in
full for the absolute purchase of the Messuages or Tenements, pieces or
parcels of Arable Meadow pasture and
9 Wood Ground and Hereditaments hereinafter mentioned to be hereby
appointed, released and conveyed, or intended so to be, and thereof and
therefrom and of and from the said Sums of five
10 hundred pounds and four hundred pounds, respectively (making together
the said Sum of nine hundred pounds, the purchase money as aforesaid),
he, the said Thomas Romball, doth hereby also

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11 acquit, release, exonerate and discharge the said Isaac Espinasse, his
heirs, executors, administrators and assigns, and every of them, for ever,
by these presents, He, the said Thomas Romball, pursuant
12 to and by face and virtue and in exercise and execution of the power and
authority so given, limited and reserved, to him, by the said in part recited
Indenture of Release of the twenty seventh day

13 of December, One thousand, eight hundred, as aforesaid, and of all other
power and powers, authority and authorities whatsoever in him vested or
in any wise enabling him in this behalf,
14 doth, by this his Deed or Writing, by him sealed and delivered in the
presence of and attested by the two credible persons whose names are
intended to be hereupon endorsed as witnesses to the due
15 execution hereof by the said Thomas Romball, direct, limit and appoint
that the said Messuages, Tenements or Dwellinghouses, pieces or parcels

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of Arable pasture and Wood Ground

16 Hereditaments and Premises, mentioned and described in the said recited
Indenture of Release of the twenty seventh day of December, One
thousand, eight hundred and hereinafter expressed to
17 be hereby granted and released and the reversion and reversions,
remainder and remainders yearly and other rents, issues and profits
thereof shall, from henceforth, remain, continue and be To the
18 several Uses upon the Trusts and to and for the intents and purposes
hereinafter limited, expressed and declared of and concerning the same.

*And this Indenture further **witnesseth** that,*

19 for the considerations aforesaid and in further pursuance of the said
Agreement And also for and in consideration of the sum of Ten shillings a
piece of like lawful money, as aforesaid, by the
20 said **Isaac Espinasse** to the said **Thomas Romball** and **Thomas Hutchins** in
hand paid at or immediately before the sealing and delivery of these

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21 presents, the respective receipts whereof are hereby
acknowledged, He, the said Thomas Hutchins (according to his Estate and
Interest therein and by and with the consent and approbation of the said
Thomas Romball testified by his being a
22 party to and sealing and delivering these presents) **Hath** bargained, sold,
aliened and released and by these presents (according to such his Estate
and Interest therein and with such consent
23 and approbation testified as aforesaid) **Doth** bargain, sell, alien and
release And the said Thomas Romball **Hath** granted, bargained, sold,
aliened, released, ratified and confirmed and by these
24 presents **Doth** grant, bargain, sell, alien, release, ratify and confirm, unto
the said Isaac Espinasse in his actual possession now being by virtue of a
Bargain and Sale to him thereof made by the

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25 said Thomas Romball and Thomas Hutchins in consideration of five
shillings a piece by Indenture²⁶⁹ bearing date the day next before the day
of the date of these presents for the term of one
26 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)²⁷⁰ and his
27 Heirs. **All** those two several Brick built Messuages or Tenements or
Dwellings houses called or known by the Name of **Hanneswick** otherwise
Hannick with the Yards, Gardens, Orchards and four acres,
28 more or less, of Arable land thereunto belonging and now, or heretofore,

269 document 1810-3: Lease for a year between Thomas Romball
and Thomas Hutchins of one part and Isaac Espinasse of the
other

270 (“ not found

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used, occupied or enjoyed therewith, with all and every the Appurtenances to the said Messuages, Tenements or Dwellinghouses

29 belonging or appertaining. All which said Messuages, Tenements or
Dwellinghouses, Land, Hereditaments and Premises are together situate,
30 lying and being at a place called **Rumney Street** in the
parish of **Shoreham** in the said County of Kent and were heretofore in the
several tenures, holdings or occupations of **William Small, Thomas Small**
and **Michael Saker** or some or one of them, their sons or one of
31 them, their some or one of their Assigns or Undertenants. And which said
Messuages, Tenements or Dwellinghouses and Garden Ground thereto
belonging late were in the several tenures or occupations
32 of **Thomas Broomfield** and **William Smith**, or one of them, their or one of
their Undertenants or Assigns, and now of the said William Small and
Thomas Ashdowne. And the said Arable land

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- 33 late was in the tenure or occupation of the said William Small but now of
the said Thomas Romball, his Assigns or Undertenants. And also all
those seven pieces or parcels of Arable pasture and wood
- 34 Ground hereinafter mentioned (that is to say) All that piece or parcel of
Land with the Appurtenances called by the name of **Luwest** containing by
estimation eight acres, more or less. And also all that
- 35 piece or parcel of Land with the Appurtenances called by the Name of
Pittfield containing, by estimation, seven acres, more or less. And also all
that piece or parcel of Wood Ground with the appurtenances
- 36 called by the name of **the coppice** containing, by estimation, three acres,
more or less. And also all that piece or parcel of land with the
Appurtenances called by the name of **Dickfield** containing, by estimation,
- 37 four acres, more or less. And also all that piece or parcel of Land called or
known by the name of **Rye Croft** containing, by estimation, three acres,

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more or less. And also all that piece or parcel of land called
38 or known by the name of *Upper Brooms* containing, by estimation, five
acres, more or less. And also all that piece or parcel of Wood Ground with
the Appurtenances called by the name of *the Coppice*
39 containing, by estimation, three acres, more or less. All which said last
mentioned lands and premises do contain, in the whole, by estimation,
thirty three acres, more or less, and are situate, lying and being in the
40 several parishes of *Shoreham and Mabscombe* in *Kingsdown* in the said
County of Kent and were formerly in the occupation of *George Richardson*,
afterwards of *Robert Richardson*, since that of the said *John Small*,
41 deceased, late of *William Small* and now of the said *Thomas Romball*, his
Undertenants or Assigns. Together with all and singular houses,
outhouses, edifices, barns, stables, buildings, yards, orchards,
42 gardens, land, meadows, pastures, feedings, commons and common of
pasture, woods, underwoods, ways, waters, watercourses, rights,
privileges, profits, commodities, advantages, hereditaments and

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appurtenances

- 43 whatsoever to the said Messuages, Tenements or Dwellinghouses, pieces
or parcels of arable pasture and wood Ground, Hereditaments and
Premises, or any of them, or any part or parcel thereof belonging
44 or appertaining or therewith or with any of them held, used, occupied,
possessed or enjoyed or accepted, reputed, deemed, taken or known as
part, parcel or member thereof or as belonging thereunto.
- 45 And the reversion and reversions, remainder and remainders, rents, issues
and profits thereof and of every part and parcel thereof. And all the Estate
right, title, interest, use, trust, possession, property, claim and
46 demand whatsoever both at law and in equity of them the said Thomas
Romball and Thomas Hutchins, and each of them, of, into and out of the
said Messuages, Tenements or Dwellinghouses, pieces or
47 parcels of Arable pasture and wood Ground, Hereditaments and Premises,
hereby appointed, granted, released and conveyed or expressed and
intended so to be and every part and parcel thereof. And also all Deeds,

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48 Evidences, Writings, Escripts and Muniments whatsoever which touch or
concern the said Messuages, Tenements or Dwellinghouses, pieces or
49 parcels of arable pasture and woodground, Hereditaments and
premises, hereby appointed, granted, released and conveyed only, or only
any part thereof and true copies of all and other deeds, evidences,
50 writings, escripts and muniments as touch or concern the said
hereditaments and Premises, or any part thereof, jointly with any other
Manors, Messuages, Lands, Tenements or Dwellinghouses, which now are
in the custody, possession or power of the Thomas Romball
51 or any person or persons In trust for him or which he can come by without
suit at law or in equity together with the benefit of all Covenants for or
relative thereto. *To have and to hold* the said several
52 Messuages, Tenements or Dwellinghouses, pieces or parcels of arable
pasture and woodground, hereditaments and all and singular other the
premises hereby appointed, granted, released and conveyed, or expressed
53 and intended so to be, with the appurtenances unto the said *Isaac*

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Espinasse, his heirs and assigns, To the several uses upon the trusts and to and for the interests and purposes hereinafter limited and

54 expressed of and concerning the same (that is to say) To the use of such
person and persons, for such Estate and Estates and upon and for such
trusts, intents and purposes and with, under and subject
55 to such powers, provisos, agreements and declarations as the said Isaac
Espinasse, by any Deed or Deeds or Instrument or Instruments in writing,
with or without power of revocation or new appointment to be
56 sealed and delivered by him in the presence of, and attested by, two or
more credible witnesses shall direct or appoint and, in default of and until
such direction or appointment and so far as no such direction or
57 appointment shall extend To the use of the said Isaac Espinasse, and his
assigns, during his life without impeachment of waste and immediately
from and after the determination of that estate by forfeiture or otherwise
58 in his lifetime, To the use of the said *Robert Espinasse* and his Heirs

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during the life of the said Isaac Espinasse, In trust for the said Isaac Espinasse and his Assigns and to prevent any wife of the said Isaac Espinasse

59 from being entitled to dower out of the said hereditaments, or any part thereof, and from and after the decease of the said Isaac Espinasse, To the use of the heirs and assigns of the said Isaac Espinasse for ever.

page 3:

And upon, to or for no other use, trust, intent or purpose whatsoever.

And the said **Thomas Hutchins**, for himself, his heirs, executors and administrators, doth herein covenant and

2 declare, with and to the said **Isaac Espinasse**, his Heirs, Appointees and Assigns, that he, the said Thomas Hutchins, hath not at any time heretofore made, done, executed, committed

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3 or willingly or knowingly suffered any deed, matter or thing whatsoever
whereby, or by reason or means whereof, the said Messuages, Tenements
or Dwellinghouses, pieces or parcels of Arable pasture
4 and wood Ground, hereditaments and Premises, hereby appointed,
granted, released and conveyed, or expressed and intended so to be, or
any part thereof, are, is, can, shall or may be charged, impeached,
5 incumbered or affected in title, charge, estate or otherwise howsoever.
And the said **Thomas Romball**, for himself, his Heirs, Executors and
Administrators, doth hereby covenant , promise and agree with
6 and to the said Isaac Espinasse, his Heirs, Appointees and Assigns, in
manner following (that is to say) That (for and notwithstanding any act,
deed, matter or thing whatsoever, made, done, executed, committed,
7 occasioned or suffered by him, the said Thomas Romball or by any other
person or persons lawfully or equitably claiming, or to claim, by, from,
through, under or in trust for him, them or any of them, to the
8 contrary) he, the said Thomas Romball, is at the time of the sealing and

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9 delivery of these presents, lawfully, rightfully and absolutely seised of and
in, or well and sufficiently intituled to the said Messuages or
Tenements or Dwellinghouses, pieces or parcels of Arable pasture and
10 woodground and hereditaments, hereby appointed, granted, released and
conveyed, or expressed and intended so to be, and every part
thereof, with the Appurtenances of and for a good, sure, perfect and
11 absolute and indefeazible estate of inheritance in fee simple without any
manner of condition, contingent proviso, power of revocation or limitation
of any new or other use or uses or any other matter, restraint, cause or
12 thing whatsoever to alter, change, charge, revoke, make void, lessen,
incumber or determine the same (except as hereinafter is excepted)
And that (for and notwithstanding any such act, matter or thing as
13 aforesaid), They, the said Thomas Romball and Thomas Hutchins, or one
of them, now have or hath in themselves or himself, good
right, full power and lawful and absolute authority to grant, bargain, sell,
release and convey the said Messuages, Tenements or Dwellinghouses,

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pieces or parcels of Arable pasture and wood ground
14 and Hereditaments hereby granted, released and conveyed, or expressed
and intended so to be, and every part and parcel thereof, To the ?? upon
the trusts and to and for the intents and purposes
15 hereinbefore expressed and declared of and concerning the same and
according to the true intent and meaning of these presents. *And also*
that the said Messuages, Tenements or Dwellinghouses, pieces
16 or parcels of Arable pasture and Wood ground, Hereditaments and
Premises, hereby appointed, granted, released and conveyed, or expressed
and intended so to be, and every part thereof, with the
17 Appurtenances, shall, from time to time and at all times hereafter, remain,
continue and be To the uses upon the trusts and to and for the intents and
purposes hereinbefore expressed and declared of and
18 concerning the same, and shall and may be peaceably and quietly held
and enjoyed and the rents, issues and profits thereof received and taken
accordingly without any let, suit, trouble, denial, eviction

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- 19 ejection or interruption whatsoever of or by the said Thomas Romball or
his Heirs or of or by any other person or persons lawfully or equitably
claiming or to claim by, from, under or in trust for
- 20 him, them or any or either of them. And that free and clear, and freely and
clearly, acquitted, exonerated and discharged or otherwise, by him, the
said Thomas Romball, his Heirs, Executors and
- 21 Administrators, or some or one of them, well and sufficiently saved,
defended, kept harmless and indemnified of, from and against all and all
manner of former Gifts, Grants, Bargains, Sales, Leases.
- 22 Mortgages, Jointures, Dowers and all right and title of dower, uses, trusts,
wills, intails, statutes, recognizances, judgements, extents, executions,
annuities, legacies, payments, rents and arrears of rent,
- 23 forfeitures, reentries, cause and causes of forfeiture and reentry and of,
from and against all and singular other estates, titles, troubles, charges
and incumbrances whatsoever had made, done,

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24 executed, committed or willingly or knowingly suffered by him, the said
Thomas Romball or his heirs or by any other person or persons lawfully or
25 equitably claiming, or to claim by, from under
or in trust for him or them or any or either of them (other than and except
the now residue and remainder of the said term of one thousand years of
and in the said Messuages, Tenements or
26 Dwellinghouses, pieces or parcels of Arable pasture and wood ground,
hereditaments and premises, so created as aforesaid, the now residue and
remainder of which said term is hereinafter
27 assigned, or intended so to be, to the said *William Cook*, his Executors,
Administrators and Assigns, in manner hereinafter mentioned. And also
the rents and services from henceforth to
28 become due and payable to the Chief Lord or Lords of the fees or fees in
respect of the same premises). *And moreover* that the said *Thomas*
Romball and his heirs, and all
29 and every other person and persons having or lawfully or equitably

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30 claiming or who shall or may have or lawfully or equitably claim any
Estate right, title or interest of, in, to or out of the
said Messuages, Tenements or Dwellinghouses, pieces or parcels of
Arable pasture and wood Ground, Hereditaments and Premises, hereby
appointed, granted, released and conveyed, or expressed
31 and intended so to be, or any part or parcel thereof, by, from, through,
under or in trust for him or them or any of them, shall and will from time to
time and at all or any time or times
32 hereafter upon every reasonable request, and at the proper costs and
charges in the law of the said Isaac Espinasse, his Heirs, Appointees or
Assigns, make do, acknowledge, levy, suffer and
33 execute or cause and procure to be made, done, acknowledged, levied,
suffered and executed all and every such further and other lawful and
reasonable acts, deeds, things, devices, conveyances and assurances
34 in the Law whatsoever for the further better and more perfect and absolute

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directing, limiting, appointing, granting, releasing, conveying, assuring
and confirming the said Messuages, Tenements or Dwellinghouses,
35 pieces or parcels of Arable pasture and wood Ground, Hereditaments and
Premises, hereby appointed, granted, released and conveyed, or expressed
and intended so to be, and every or any part thereof, with the
36 Appurtenances, To the uses upon the trusts and to and for the intents and
purposes hereinbefore expressed and declared of and concerning the same
or otherwise as the said Isaac Espinasse, his Heirs,
37 Appointees or Assigns shall direct or appoint be the same by fine,
feoffment, common recovery, deed, inrolled²⁷¹ or not inrolled or any other
matter of record or otherwise howsoever as by the said Isaac
38 Espinasse, his Heirs, Appointees or Assigns, or his or their Counsel in the
law, shall be reasonably advised or devised and required and so as no

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enrolled

such further assurance or assurances do contain or imply
39 any further or other warranty or Covenant than against the person or
persons who shall be required to make and execute the same and his, her
or their respective Heirs, Executors and Administrators,
40 acts and deeds only and so as the person or persons who shall be required
to make and execute any such further assurance or assurances be not
compelled or compellable for the making or doing
41 thereof to go or travel from his, her or their dwelling or dwellings or usual
place or places of abode. *And this Indenture further witnesseth*
that, in further pursuance of the said
42 Agreement and in consideration of the Sum of five hundred pounds so
paid to the said *John Taylor, Thomas Taylor* and *Clement Taylor* as
aforesaid and also for and in consideration of the sum of
43 ten shillings a piece of like lawful money as aforesaid to the said John
Taylor, Thomas Taylor and Clement Taylor, by the said *William Cook*, at or

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immediately before the sealing and delivery of
44 these presents, the respective receipts whereof are hereby also
acknowledged, They, the said John Taylor, Thomas Taylor and Clement
Taylor (at the request and by the direction of the said **Thomas Romball**
45 testified as aforesaid) **have** and each of them **hath** (at the nomination
and appointment and with the privity, consent and approbation of the said
Isaac Espinasse, testified as aforesaid) bargained,
46 sold, assigned, transferred and set over and by these presents **Do** and
each of them **Doth** bargain, sell, assign, transfer and set over unto the
said William Cook, his Executors, Administrators and Assigns
47²⁷² **All** those the said several Messuages, Tenements or Dwellinghouses,

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at this stage the scriptor realised that, if his writing continued at the same size, he would need another page to complete the document. His writing gets smaller and there are fewer capital

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pieces or parcels of Arable pasture and wood Ground, Hereditaments and
Premises, hereinbefore mentioned to be appointed, granted,
48 released and conveyed and comprized in the said term of one thousand
years created by the said recited Indenture of Release of the twenty
seventh day of December one thousand eight hundred and now vested
49 in them, the said John Taylor, Thomas Taylor and Clement Taylor for the
purposes aforesaid. And all the Estate Right Title term and terms of years
yet to come and unexpired, trust, property, claim and demand
50 whatsoever, both at law and in equity of the said John Taylor, Thomas
Taylor and Clement Taylor of, in, to or out of the said Messuages,
Tenements or Dwellinghouses, pieces or parcels of Arable pasture
51 and wood Ground, Hereditaments and Premises, every or any part or

letters, the number of words per line increases from just over
thirty to well over forty

parcel thereof. ***To have and to hold*** the said messuages, tenements or dwellinghouses, pieces or parcels of arable pasture and wood ground, hereditaments and premises

52 thereby assigned, or expressed and intended so to be, with their and every of their appurtenances unto the said William Cook, his Executors, Administrators and Assigns from henceforth for and during all the rest, residue and remainder now to come and unexpired of the

53 said term of one thousand years thereof created, freed and absolutely discharged of and from the payment of the said sum of five hundred pounds and the interest thereof hereinbefore mentioned to have been secured to the said John Taylor, Thomas Taylor and

54 Clement Taylor, their Executors, Administrators and Assigns, on Mortgage of the said hereditaments and premises comprized in the said term of one thousand years. In trust, nevertheless, for the said Isaac Espinasse, his heirs appointees and assigns and to be

55 disposed of in the meantime as he, she or they shall direct or appoint and
to the intent that the ?? may, from henceforth, wait, attend upon and go
along with the several uses, trusts and estates hereinbefore limited,
declared and created of the inheritance of the said
56 hereditaments and premises in order to protect the same from all ??
charges and incumbrances, if any such there be, and to strengthen and
confirm such uses, trusts and estates. **And** the said John Taylor, Thomas
Taylor and Clement Taylor do hereby, for themselves severally
57 and respectively, and for their several and respective heirs, executors and
administrators, and not the one for the others or other of them but each of
them for himself, his heirs, executors and administrators, acts and deeds
only covenant and declare with and to the said William Cook, his
58 executors, administrators and assigns, and also with and to the said Isaac
Espinasse, his heirs and assigns, that the said John Taylor, Thomas Taylor
and Clement Taylor have not, nor any or either of them, hath at any time
heretofore, made, done, executed, committed or

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59 willingly or knowingly suffered any act, deed, matter or thing whatsoever
whereby, or by reason or means whereof the said Messuages, Tenements
or Dwellinghouses, pieces or parcels of arable pasture and wood ground,
hereditaments and premises hereinbefore mentioned to be hereby
assigned or
60 expressed and intended so to be or the said term of one thousand years
therein, or any part thereof, are, is, will, shall or may be assigned,
surrendered, charged, impeached or incumbered in the estate or otherwise
howsoever. *In witness* whereof the said parties to these presents
61 have hereunto set their Hands and Seals the day and year first above
written.

Mr. Thomas Romball & others to Isaac Espinasse & his Trustee

Document 1810-7

The four pairs of seals and signatures are on the same line. There is no signature with the seal under that of Clement Taylor but the initials "I" and "E" (Isaac Espinasse) have been written where the signature would be expected. The initials "C" and "T" can also be seen under Clement's signature. The seal and signature of Isaac Espinasse is not included; this is noted in the Abstract of this document in the Abstract of Title.

The mark X (seal) and
Seal of Thomas X²⁷³ Romball

John (seal) Taylor

Tho. (seal) Hutchins

Thos. (seal) Taylor

273

the cross made by Thomas Romball is always a vertical cross; here there are two crosses, the one on the left an "X" and that on the right a vertical cross. but the name "Thos. Hutchins look like a signature.

Rumney Street

Appointment and Release

130

Mr. Thomas Romball & others to Isaac Espinasse & his Trustee

Document 1810-7

Clem. (seal) Taylor Robert (seal) Espinasse

(seal) William (seal) Cook

On the outside of the Indenture:

Received the Day and Year first within }
written by us, the within named John Taylor, Thomas }
Taylor and Clement Taylor of and from the within } 500£
also named Isaac Espinasse, the sum of Five hundred }
Pounds being the Consideration Money within }
mentioned to be paid by him, to us, As witness }
our Hands }

Rumney Street

Appointment and Release

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Mr. Thomas Romball & others to Isaac Espinasse & his Trustee

Document 1810-7

Witness to the signing by the said

John Taylor

In. Lake

Jn. Taylor²⁷⁴

Thos. Taylor

Clem. Taylor

Witness to the signing by }

the said Thomas Taylor }

and Clement Taylor }

Rich. Crow

Signed, Sealed and Delivered by the }

²⁷⁴

signatures as with seals but there does not appear to be a signature for Isaac Espinasse and there was not one at the end of the Indenture

Mr. Thomas Romball & others to Isaac Espinasse & his Trustee

Document 1810-7

Signed, Sealed and Delivered by the
within named Thomas Hutchins in the presence of
Rich. Crow Sevenoaks
In. Lake

Signed, Sealed and Delivered by the within named John
Taylor in the presence of
In. Lake, Clerk to Mr.Crow

Signed, Sealed and Delivered by the within named Thomas
Taylor and Clement Taylor in the presence of
Rich. Crow

Signed, Sealed and Delivered by the }
within named Thomas Romball, }
Robert Espinasse and William Cook }

Rumney Street

Appointment and Release

134

Mr. Thomas Romball & others to Isaac Espinasse & his Trustee

Document 1810-7

In the presence of

Rich. Crow

James Bacon

*On outside:*Isaac 'Espinasse²⁷⁵, Esquire

}

}

to

}

}

James 'Espinasse, Esquire

}

Conveyance of two Cottages
in Rumney²⁷⁶ Street, Shoreham
Kent

²⁷⁵

this name has " ' " before it in this document but not the others

²⁷⁶

"Romney" throughout

This Indenture²⁷⁷

made the twenty ninth day of
November one thousand eight hundred
and twenty eight. ***Between***

2 ***Isaac 'Espinasse*** of ***Hextable House*** in the
County of Kent, Esquire, of the first part, ***James***
3 ***'Espinasse*** of ***Grays Inn***, Esquire, of the second
part and ***Robert 'Espinasse*** of ***Mitre Court***
4 ***Buildings, London***, Esquire, of the third part.
Witnesseth that in Consideration of the natural
love and
5 affection of the said Isaac 'Espinasse for and
towards his Son, the said James 'Espinasse, He,

²⁷⁷

decorated and very large

the said Isaac

6 'Espinasse, **Doth** hereby grant, bargain, sell,
alien, release and confirm unto the said James
'Espinasse (in
7 his actual possession now being by virtue of a bargain and Sale to him
thereof made by the said Isaac 'Espinasse in Consideration of five shillings
by Indenture dated the day before the date of these presents
8 for one year from the day before the date of the same Bargain and Sale and
by force of the said Statute made for transferring uses into possession),
and to his heirs and assigns, **All** those two Cottages with the Yards,
9 Gardens and outbuildings thereto belonging situate in Rumney Street, in
the Parish of Shoreham in the said County of Kent, now or late in the
occupation of **David Brann** or his undertenants as Tenant thereof, to
10 the said Isaac 'Espinasse. **Together** with all ways, Rights, Members and
Appurtenances to the said Cottages and premises belonging or
appertaining. **And** the Reversion and Reversions, Remainder and

- 11 Remainders, Rents, Issues and Profits thereof. *And* all the Estate Right,
Title, Interest, Claim and Demand of the said Isaac 'Espinasse in and to
the said Cottages and premises aforesaid. To have
12 and to hold the said Cottages and all and singular other the
Hereditaments and premises hereinbefore granted and released, with their
Appurtenances, unto the said James 'Espinasse, his Heirs and
13 Assigns, to the Uses following (that is to say) To such Use and Uses and to
and for such Estate and Estates and upon such Trusts and Chargeable in
such Manner and subject to, with and under
14 such powers, provisos, conditions, limitations, declarations and
agreements as the said James 'Espinasse, at any time or times, by any
Deed or Deeds, Instrument or Instruments, in

15 Writing to be sealed and delivered by him, shall direct, limit or appoint
and in default of and until and subject to any and every such appointment.
To the use of the said

16 James 'Espinasse, and his Assigns, during his Natural life without
impeachment of Waste and after the determination of that Estate by any
17 means in his life
time. To the use of the said Robert 'Espinasse, his Executors and
Administrators, during the life of the said James 'Espinasse. In Trust for
the said James
18 'Espinasse and his Assigns (and to prevent Dower). And subject to the
several uses aforesaid. To the use and Behoof of the said James
'Espinasse, his heirs
19 and assigns, for ever. And the said Isaac 'Espinasse, for himself, his heirs,
executors and administrators, Doth hereby covenant with the said James
'Espinasse,
20 his heirs, appointees and assigns, That the said Cottages, Hereditaments
and premises hereinbefore conveyed, with their Appurtenances, shall and
lawfully may for
21 ever hereinafter remain To the Uses hereinbefore limited and shall and
may accordingly be held and enjoyed and the Rents and Profits thereof be

received and
22 taken by the said James 'Espinasse, his heirs, appointees and assigns,
without any Interruption or Denial of or by the said Isaac 'Espinasse, or his
heirs or any
23 person claiming or to claim by, from, through or under him. And moreover,
that the said James 'Espinasse and his heirs and all persons lawfully or
equitably
24 claiming or to claim by, from, through, under or In Trust for him or them,
shall and will, at all times hereafter, upon every reasonable request and at
the Costs
25 of the said James 'Espinasse, his heirs, appointees and assigns, make, do
and execute and procure to be made, done and executed, all such further
and other
26 lawful and reasonable Conveyances and assurances of the said Cottages,
hereditaments and premises, with the Appurtenances, unto the said
27 James 'Espinasse, his heirs and assigns. To the Uses aforesaid or
otherwise as he or they shall direct as by the said James 'Espinasse, his

heirs or

28 assigns, or his or their Counsel shall be reasonably required. ***In Witness***
 29 whereof the said Parties, to these presents, have hereunto set their
 hands and seals the day and year first above written.

James (seal) Espinasse

(seal)

(seal)²⁷⁸

Signed, sealed and delivered by the }
 within named Isaac Espinasse²⁷⁹ }

²⁷⁸ no names with two of these seals which are, presumably, those
 of Isaac and Robert

²⁷⁹ no ' here

Rumney Street

Conveyance of Two Cottages
Document 1828-3

142

in the presence of

Isabella 'Espinasse

*This Indenture*²⁸⁰

made the eleventh²⁸¹ day of May in the year of Our
Lord one thousand eight hundred and thirty four

Between James Espinasse of *Grays Inn* but
now of *Mitre Court* in the City of *London*, Esquire,
Barrister

at Law, the only son and Heir at law and in
Gavelkind and also sole devisee named in the last
Will and Testament

of *Isaac Espinasse* heretofore of Bexley, in the
County of Kent, and Chancery Lane, London, but
late of *Hextable House*

in the parish of *Sutton at Hone* in the said County

280

decorated

281

date added later

of Kent, Esquire, deceased, of the one part and
James Black

6 **Mislin** of **Dartford** in the said County of Kent, Brewer, of the other part.
Witnesseth that for and in consideration of the sum of five shillings of
lawful Money
7 of Great Britain to the said James Espinasse in hand well and truly paid by
the said James Black Mislin at or before the sealing and delivery of these
presents
8 the receipt whereof is hereby acknowledged **He**, the said James
Espinasse, **Hath** bargained and sold and by these presents **Doth** bargain
and sell unto the said
9 James Black Mislin, his Executors, Administrators and Assigns, **All**
those two several Brick built Messuages or Tenements or Dwellinghouses
now or heretofore called or known

- 10 by the name of *Hannesnick* otherwise *Hannick* with the Yards, Gardens,
Orchards and four acres, more or less, of Arable Land thereunto belonging
and now, or heretofore,
- 11 used, occupied or enjoyed therewith, with all and every the
Appurtenances to the said Messuages, Tenements or Dwellinghouses
belonging or appertaining which
- 12 said Messuages or Tenements or Dwellinghouses , Land, Hereditaments
and Premises are together situate, lying and being at a place called
Rumney Street in
- 13 the parish of *Shoreham* in the said County of Kent and were heretofore in
the several Tenures, Holdings or Occupations of *William Small*, *Thomas*
Small
- 14 and *Michael Saker*, or some or one of them, their sons or one of their
Undertenants or assigns and which said Messuages, Tenements or
Dwellinghouses

15 and Garden Ground thereto belonging were some time since in the several
tenures or occupations of **Thomas Broomfield** and **William Smith**, or one of
them,
16 their or one of their Undertenants or Assigns, after that of the said William
Smith and **Thomas Ashdowne**, since of **David Brann** or his Undertenants
and
17 now are in the tenure or occupation of **George John Dickens** or of ²⁸²
Reeves as his undertenant and the said Arable Land was formerly in the
tenure or
18 occupation of **William Small** after that of **Thomas Rombell**, his assigns or
undertenants and now are in the tenure or occupation of the said George
John
19 Dickens or of the said Reeves as his undertenant. **And also all**
those seven pieces or parcels of Arable pasture and Wood Ground

hereinafter mentioned

20 (that is to say) All that piece or parcel of Land with the Appurtenances
called by the name of **Luwest**²⁸³ containing by Estimation Eight acres,
more or less.

21 And also all that piece or parcel of Land with the appurtenances called by
the name of **Pittfield** containing, by Estimation, seven acres, more
22 or less. And also all that piece or parcel of Wood Ground with the
appurtenances called by the name of **the Coppice** containing, by
Estimation, three acres,

23 more or less. And also all that piece or parcel of Land with the
appurtenances called by the name of **Dickfield** containing, by Estimation,
four acres, more or less.

24 And also all that piece or parcel of Land called by the name of **Rye Croft**

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“Lowest” here but “Luwest” in other documents

containing, by Estimation, three acres, more or less. And also all that
piece or
25 parcel of Land called by the name of the *Upper Brooms* containing, by
Estimation, five acres, more or less. And also all that piece or
26 parcel of Wood Ground, with the appurtenances, called or known by the
name of *the Coppice* containing, by Estimation, three acres, more or less.
All which
27 said last mentioned Lands and Premises do contain, in the whole, by
Estimation, thirty three acres, more or less, and are situate, lying and
being in the several
28 parishes of *Shoreham* and *Kingsdown* in the said County of Kent and were
formerly in the Occupation of *George Richardson*, afterwards of *Robert*
29 *Richardson*, since that of the said *John Small*, deceased, afterwards of
William Small, deceased. After that of the said *Thomas Rombell*, his
Undertenants or

30 assigns, late of ²⁸⁴ and now are untenanted or by whatsoever
other names or name, quantities, qualities, boundaries or other
descriptions the same several
31 premises now are, or heretofore have been, called, known or distinguished.
Together with all Houses, Outhouses, Edifices, buildings, Yards,
Gardens, Orchards, ways, paths,
32 passages, Waters, Watercourses, trees, Woods, Underwoods, hedges,
fences, commons and commonable rights, lights, easements, profits,
advantages, rights, Members and appurtenances whatsoever
33 to the said Messuages or Dwellinghouses, pieces or parcels of Land,
Hereditaments and Premises belonging or in any wise appertaining or
with the same or any part
34 thereof held, used, occupied or enjoyed or accepted, reputed, deemed
taken or known as part, parcel or member thereof or of any part thereof.

And the Reversion and Reversions,
35 Remainder and Remainders, Rents, Issues and profits thereof. **To have
and to hold** the said Messuages or Dwellinghouses, Pieces or Parcels of
Land, hereditaments and Premises
36 above mentioned and intended to be hereby bargained and sold with their
and every of their appurtenances unto the said **James Black Miskin**, his
Executors, Administrators and Assigns, from the day next

37 before the day of the date of these presents, for and during and unto the
full end and Term of One whole year from thence next ensuing and fully to
be complete and ended. **Yielding and Paying** therefore,
38 unto the said **James Espinasse**, his Heirs and Assigns, the rent of one
pepper Corn, on the last day of the said Term, if the same shall lawfully be
demanded. To the intent and purpose that, by virtue
39 of these presents and by force of the Statute made for the transferring of
uses into possession, he, the said **James Black Miskin**, may be in the

40 actual possession of the said Messuages or Dwellinghouses, Pieces
or parcels of Land, hereditaments and premises mentioned and intended
to be hereby bargained and sold with every part and parcel thereof with
the appurtenances and may thereby be enabled
41 to accept and take a grant and release of the same and of the reversion
and Inheritance thereof to him, the said James Black Miskin, his heirs and
assigns, to, for and upon such uses, ends, intents and

42 purposes as by an Indenture already prepared and intended to bear date
the day next after the day of the date of these presents and to be made²⁸⁵

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from "To have and to hold" (line 35) to here, the text is practically
identical to the Lease of 1800 except for the change of names

between the said *James Espinasse* and *Susanna*
43 *Elizabeth, his wife*, of the first part, *James Black Miskin* of the second part,
and *John Verrier* of *Dartford* aforesaid²⁸⁶, Gentleman, of the third part, shall
be declared or expressed of and concerning
44 the same. *In Witness* whereof the said Parties to these Presents have
hereunto set their Hands and Seals the day and year first above written.

James (seal) 'Espinasse²⁸⁷

²⁸⁶ it is "Dartford" which is mentioned earlier; this is the first time
John Verrier is mentioned

²⁸⁷ this signature definitely has the " ' " before the surname showing
that this was the way their name was written by the Esoinasses
themselves

James Espinasse, Esq.	}	Release to uses and
& Uxor	}	Appointment of a Freehold
to	}	Estate situate in the Parishes
Mr. J.B. Miskin	}	of Shoreham & Kingsdown

*Attached to the Indenture*²⁸⁸:

These are to Certify that on the twelfth day of May in the Year
One Thousand Eight Hundred and Thirty-four, before me, the undersigned, **Sir
William Bolland**, Knight

appeared personally **Susanna Elizabeth**
the wife of **James Espinasse**, late of Grays Inn
but now of **Mitre Court** in the City of **London**, Esquire, Barrister at Law, and

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this is a printed form with the date, names and places hand
written

produced a certain Indenture marked **A** bearing date the twelfth day of May in the year of our Lord One thousand eight hundred and thirty four and made between the said James Espinasse and Susanna Elizabeth, his Wife, of the first part and **James Black Miskin** of **Dartford** in the County of Kent,

Brewer, of the second part and **John Verrier** of Dartford, aforesaid, Gentleman, of the third part

and acknowledged the same to be her Act and Deed

And I DO HEREBY CERTIFY, that the said Susanna Elizabeth Espinasse was at the time of her acknowledging the said deed

of full age and competent and understanding and that she was examined by me, apart from her

Husband touching her knowledge of the contents of the said deed and that she

freely and voluntarily consented to the same

Rumney Street Release; James Espinasse, Esq. to Mr. J. B. Miskin
Document 1834-6; attached form

155

W.

Bolland²⁸⁹

EXAMIN'D (stamp) Tho. Sherword²⁹⁰
Clerk of the Enrolment of Certificates, Etc.

289 signature

290 signature

*This Indenture*²⁹¹

made the twelfth²⁹² day of May in the year of Our
Lord one thousand eight hundred and thirty four

Between James

Espinasse of *Grays Inn* but now of *Mitre Court* in
the City of *London*, Esquire, Barrister at Law, the
only son and Heir at Law and in Gavelkind and
also sole

devisee named in the last Will and Testament of
Isaac Espinasse heretofore of *Bexley*, in the County
of Kent, and Chancery Lane, London, but late
of *Hextable House* in the parish of *Sutton at Hone*
in the said County of Kent, Esquire, deceased, and

291 decorated

292 date added later

Susanna Elizabeth, the wife of the said James
5 Espinasse of the first part and **James Black Miskin** of *Dartford* in the
said County of Kent, Brewer, of the second part and **John Verrier**, of
Dartford aforesaid, Gentleman, of the third part. **Whereas**
6 by Indentures of Lease and Appointment and Release²⁹³ bearing date
respectively the sixteenth and seventeenth days of February one thousand
Eight Hundred and ten, the Release between **Thomas Rombell** of the first
7 part, **Thomas Hitchins** of the second part, **John Taylor, Thomas Taylor** and
Clement Taylor of the third part, the said **Isaac Esponasse** of the fourth
part, **Robert Espinasse** of the fifth part and **William Cook** of the sixth part,
8 the Messuages or Dwellinghouses, Pieces or parcels of Land and
Hereditaments hereinafter particularly mentioned and described and
intended to be hereby appointed, released and conveyed with the
appurtenances, were limited

9 conveyed and assured, To the use of such person or Persons, for such
Estate and Estates and upon such Trusts, intents and purposes as the said
Isaac Espinasse, by any Deed or Deeds, Instrument or Instruments, in
writing with or without
10 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
should direct or appoint and in default thereof To the use of the said Isaac
11 Espinasse and his assigns for his life with remainder to the use of the said
Robert Espinasse and his Heirs during the life of the said Isaac Espinasse
and his assigns with remainder to the use
12 of the Heirs and assigns of the said Isaac Espinasse, for ever.²⁹⁴ ***And***
whereas, by Indenture of Release executed in the presence of, and

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from line 4, Isaac had died by 1834 when this indenture was written; lines 9 to 12 describe the position in 1810 when this land, etc. went to Isaac Espinasse - see document 1810-7

attested by, one witness only bearing date the twenty-ninth day of
November

13 one thousand eight hundred and twenty eight²⁹⁵ and made the said Isaac
Espinasse of the first part, the said James Espinasse of the second part
and the said Robert Espinasse of the third part. He, the
14 said Isaac Espinasse, in consideration of the natural love and affection
towards his son, the said James 'Espinasse, *Did* grant, bargain, sell,
alien, release and confirm unto the said James 'Espinasse, his Heirs and
Assigns,

15 part of the Hereditaments hereinafter mentioned, described and intended
to be hereby appointed, released and conveyed by the description of "*All*
those two Cottages with the Yards and outbuildings thereto belonging
16 situate in *Rumney Street*, in the Parish of Shoreham in the County of Kent,

17 now or late in the occupation of *David Brann* or his Undertenants as
Tenant thereof, to the said Isaac Espinasse". To such use and uses and
to and for such Estate and Estates and upon such Trusts and chargeable
in such manner and subject to, with and under such powers, provisos,
conditions, limitations, Declarations and agreements as the said James
Espinasse,
18 at any time or times, by any Deed or Deeds, Instrument or Instruments, in
writing to be sealed and delivered by him, should direct, limit or appoint
and, in default thereof, to the use of the said James Espinasse, and his
Assigns,
19 during his natural life with remainder.²⁹⁶ To the use of the said Robert
Espinasse, his Executors and Administrators, during the natural life of the
said James Espinasse. In Trust for the said James Espinasse

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this section is similar to, but not identical with, the Conveyance
of 1828 - document 1828-3; page 135

20 and his assigns with remainder To the use of the said James Espinasse,
his Heirs and assigns for ever. **And whereas** the said James Espinasse,
by the authority of his said father and on behalf of himself and
21 his said father, on or about the twenty sixth of December²⁹⁷ last, by a letter
or Memorandum in writing, agreed with the said **James Black Miskin**, for
the sale to him of the fee simple and Inheritance of and in the
22 whole of the said Messuages or Dwelling Houses, Pieces or Parcels of
Land and Hereditaments hereinafter particularly mentioned and described
and intended to be hereby appointed, released and conveyed, with the
23 appurtenances, free from all Incumbrances (except Quit rents, if any) for
the sum of four hundred and twenty five pounds. **And whereas** the said
Isaac Espinasse, by his last will and testament in writing
24 bearing date on or about the eighteenth day of September last and duly

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26th December 1833; no document of this date in the batch of
documents investigated

executed for passing real estates, gave, devised and bequeathed to his
dear son (the said) James Espinasse. All his Estate
25 and property of every kind and description to him and his Heirs and
assigns for ever subject, nevertheless, and charged and chargeable to and
with one Annuity or Yearly rent charge of Two Hundred
26 Pounds a year to his much loved daughter in Law (the said) Susanna
Elizabeth Espinasse, his wife, for and during the Term of her natural life,
in manner following (that is to say) Forty Pounds a year
27 part of the said sum quarterly from the time of his, the said testator's
death, when his said son would become entitled to all his property, to and
for her sole and separate use in Case of his death
28 that she should immediately become intituled to the whole sum of Two
Hundred Pounds, Yearly by quarterly Payments for the full end and Term
of her natural life and to be taken and
29 received by her for and in lieu of Dower and as a jointure to be enjoyed by
her and he thereby appointed his said son and daughter in Law Executor
and Executrix of his said will. *And whereas* the

30 said Isaac Espinasse departed this life on or about the fourteenth²⁹⁸ day of
February last, without altering or revoking his said will and the same was
proved in the prerogative Court of
31 Canterbury by the said James Espinasse and Susanna Elizabeth, his wife,
on the seventeenth day of March last. **And whereas** the said Parties
hereto have agreed that the said agreement for sale should
32 be carried into Execution and the said **James Black Miskin** hath requested
that the said Hereditaments may be conveyed to the uses hereinafter
mentioned. **Now this Indenture Witnesseth** that in
33 pursuance of the said agreement, and for the Valuable consideration
hereinafter mentioned to be paid to the said James Espinasse and
Susanna Elizabeth, his wife, **He**, the said James Espinasse, in pursuance

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spaces left for date on this line and the next, these being added
later

and Exercise of the power
34 and authority to him given and reserved in and by the said hereinbefore
recited Indenture of Release of the twenty eighth day of November, one
thousand eight hundred and twenty eight²⁹⁹ and as to and concerning
such
35 parts of the Hereditaments hereinafter described as are comprized in the
said last mentioned Indenture of Release and in pursuance and Exercise
of All and every other powers and power authorities and
36 authority him thereunto enabling *Doth*, by this present Deed in Writing,
by him sealed and delivered in the presence of, and attested by, the two
credible persons whose names are, or are intended to be, endorsed
37 hereon as Witnesses to his sealing and delivery hereof absolutely and

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this was the day before the Conveyance of 1828 (document 1828); when this document was Abstracted there is a query in the margin as to whether this date should be the 29th in which case the reference would be to the Conveyance.

irrevocably direct, limit and appoint that the said Messuages or Dwelling
Houses and Hereditaments comprised in the said hereinbefore recited
Indenture of

38 the twenty eighth day of November, one thousand, eight hundred and
twenty eight, being part of the hereditaments hereinafter particularly
mentioned and described and granted and released with the
appurtenances. **And** the Reversion and

39 Reversions, Remainder and Remainders, Rents, Issues and profits thereof,
shall, from henceforth go, remain, continue and be To the uses and upon
the Trusts hereinafter mentioned and declared. **And this Indenture**

40 **further Witnessed** that, in further pursuance of the said Agreement and
for and in Consideration of the sum of four hundred and twenty five
pounds of lawful English Money to them, the said **James Espinasse**

41 and **Susanna Elizabeth, his wife**, in hand well and truly paid, by the said

James Black Miskin before the sealing and delivering of these presents,
the receipt hereof, in full, for the absolute purchase of the fee simple and
42 Inheritance free from all Incumbrances (except Quit rents, if any) and
particularly free from the said annuity or yearly rent charge and all dower
and Freebench of her, the said Susanna Elizabeth Espinasse (if any) of and
in
43 the said Messuages or Dwellinghouses, pieces or parcels of Land,
hereditaments and premises hereinafter mentioned and described and
intended to be hereby appointed, released and conveyed, with the
appurtenances, they, the
44 said James Espinasse and Susanna Elizabeth, his wife, Do, and each of
them Doth, hereby admit and acknowledge and of and from the same, and
every part thereof, Do, and each of them Doth, acquit, release and
discharge

page 2:

1 **The** said **James Black Miskin**, his heirs, executors, administrators,
 appointees and assigns, for ever, by these presents. **He**, the said
 James Espinasse, Doth
2 hereby Grant, bargain, sell, alien, release and confirm And to the
 intent that the said Messuages or Dwellinghouses, pieces or
 parcels of Land and hereditaments
3 may be full and Effectively released and discharged from the said Annuity
 or Yearly rent charge of two hundred pounds so charged by the said will of
 the said Isaac
4 Espinasse , deceased, and payable to the said **Susanna Elizabeth**
 Espinasse as aforesaid and of and from all Dower Thirds and Freebench
 and right and title of or to Dower thirds
5 or free bench (if any) which she, the said Susanna Elizabeth Espinasse,
 now hath or can, shall or may at any time or times hereafter have claim,
 challenge or demand of, in,

6 to or out of the said hereditaments and premises, **She**, the said Susanna
Elizabeth Espinasse, **Doth** hereby grant, bargain, sell, remise, release,
quit claim and confirm unto the
7 said James Black Miskin (in his actual possession now being by virtue of a
Bargain and sale to him thereof made by the said James Espinasse for one
year in
8 consideration of five shillings by an Indenture bearing the date the day
next before the day of the date of these presents³⁰⁰ and by force of the
statute of uses) and to his Heirs and assigns,
9 **All those** Two several Brick built Messuages or Tenements or
Dwellinghouses now or heretofore called or known by the name of
Hannesnick otherwise **Hannick** with the Yards,
10 Gardens, Orchards and four acres, more or less, of Arable Land thereunto
belonging and now, or heretofore, used, occupied or enjoyed therewith,

11 with all and every the Appurtenances to the said Messuages,
Tenements or Dwellinghouses belonging or appertaining which said
12 Messuages, Tenements or Dwellinghouses , Land, Hereditaments and
Premises are together situate, lying and being at a place
called **Rumney Street** in the parish of **Shoreham** in the said County of Kent
and were heretofore in the several tenures, holdings or Occupations of
William Small, Thomas Small and Michael
13 **Saker**, or some or one of them, their son or one of their Undertenants or
Assigns and which said Messuages, Tenements or Dwellinghouses and
Garden Ground thereto belonging were some
14 time since in the several tenures or Occupations of **Thomas Broomfield**
and **William Smith**, or one of them, their or one of their Undertenants or
Assigns, after that of the said William Smith and **Thomas**
15 **Ashdowne** since of **David Brann** or his Undertenants and now are in the

Tenure or occupation of *George John Dickens* or of ³⁰¹ *Reeves* as his
undertenant and the said Arable Land was
16 formerly in the tenure or occupation of *William Small* after that of *Thomas*
Rombell, his Assigns or Undertenants and now are in the tenure or
occupation of the said George John Dickens or of the said
17 *Reeves* as his undertenant. And also All those seven pieces or
parcels of Arable Pasture and Wood Ground hereinafter mentioned (that is
to say) All that piece or parcel of Land with
18 the appurtenances called by the name of *Luwest*³⁰² containing by
Estimation Eight Acres, more or less. And also all that piece or parcel of
Land with the appurtenances called by the name of *Pittfield*

301 space left here, as it was in the Lease (document 1834-5) for first
name which was not entered

302 "Lowest" here but "Luwest" in other documents; this part of this
document is a direct copy of the Lease

19 containing, by Estimation, seven acres, more or less. And also all that
piece or parcel of Wood Ground with the appurtenances called by the
name of *the Coppice* containing, by Estimation, three acres, more or less.
20 And also all that piece or parcel of Land with the appurtenances called by
the name of *Dickfield* containing, by Estimation, four acres, more or less.
And also all that piece or parcel of Land called or known
21 by the name of *Rye Croft* containing, by Estimation, three acres, more or
less. And also all that piece or parcel of Land called by the name of the
Upper Brooms containing, by Estimation, five acres, more
22 or less. And also All that piece or parcel of Wood Ground, with the
appurtenances, called or known by the name of *the Coppice* containing,
by Estimation, three acres, more or less. All which said last mentioned

23 Lands and Premises do contain, in the whole, by Estimation, thirty three
acres, more or less, and are situate, lying and being in the several Parishes
of *Shoreham* and *Kingsdown* in the said County of Kent

24 and were formerly in the Occupation of **George Richardson**, afterwards of
Robert Richardson, since that of the said **John Small**, deceased, afterwards
of **William Small**, deceased. After that of the said **Thomas**
25 **Rombell**, his Undertenants or assigns, late of ³⁰³ and now are
untenanted or by whatsoever other names or name, Quantities, Qualities,
boundaries or other descriptions the same several
26 premises now are, or heretofore have been, called, known or
distinguished. **Together** with all houses, outhouses, Edifices, buildings,
Yards, gardens, Orchards, ways, paths, passages, waters, Watercourses,
27 Trees, Woods, Underwoods, hedges, fences, commons and commonable
rights, lights, Easements, profits, advantages, rights, members and
Appurtenances whatsoever to the said Messuages or Dwellinghouses,
28 pieces or parcels of Land, Hereditaments and Premises belonging or in
any wise appertaining or with the same or any part thereof held, used,

occupied or enjoyed or accepted, reputed, deemed taken
29 or known as part, parcel or member thereof or of any part thereof. **And** the
Reversion and Reversions, Remainder and remainders, rents, Issues and
Profits thereof . **And** all the Estate right Title
30 Interest, use, trust, Inheritance, Expectancy, Charge, benefit, Property,
possession, Claim and demand whatsoever of them, the said James
Espinasse and Susanna Elizabeth, his wife, or either of them, both at Law
and
31 in Equity of, in, to or out of the said Hereditaments and Premises, and
every or any part thereof. Together with all deeds, Muniments of Title,
Evidences and writings in the Hands, Custody, power or
32 control of the said James Espinasse concerning or relating to the same.
To have and to hold the said Messuages or Dwellinghouses, Pieces or
Parcels of Land, Hereditaments and Premises
33 hereinbefore particularly mentioned and described and Appointed,
released and conveyed, or so intended to be, and every part thereof with
the appurtenances, freed and absolutely discharged of and from

34 the said Annuity or Yearly rent charge of Two Hundred Pounds and of and
from all Dower thirds and Freebench and right and Title of or to Dower
thirds or Freebench (if any) of her, the said

35 Susanna Elizabeth Espinasse, of, in, to or out of the same unto the said
James Black Miskin, his Heirs and Assigns. To the uses upon the Trusts
and for the Ends, intents and Purposes

36 hereinafter mentioned, expressed and declared of and concerning the
same. ***And it is*** hereby declared and agreed by and between the said
Parties hereto that as well the direction,

37 Limitation and appointment as the Grant, release and confirmation
hereinbefore made and contained shall operate and enure To the use of
such person or persons, for such Estate

38 and Estates, interest and Interests, upon such trusts and for such ends,
intents and purposes and charged and chargeable in such manner and
form and either absolutely or Conditionally

39 and in such manner in every respect as the said James Black Miskin shall,

at any time or times and from time to time hereafter, by and Deed or
Deeds, with or without Power
40 of Revocation and new appointment to be, by him, duly executed, direct
limit or appoint of or concerning the same, or any part thereof, and for
want or in default of such direction,

41 Limitation or appointment and in the mean time till the same shall be
made and take effect and subject to any partial direction, limitation or
appointment **To the use** of the said James
42 Black Miskin, and his Assigns, for the term of his natural life and from and
after the determination of that Estate, by any means in his life time. To
the use of the said **John Verrier** and
43 his Heirs during the natural life of the said James Black Miskin. **In trust**
nevertheless to the said James Black Miskin and his assigns. And after
the determination of

Rumney StreetRelease; James Espinasse, Esq. to Mr. J. B. Miskin
Document 1834-6; page 2

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page 3

This page has (A) at the top and the following lines have been written (vertically) down the left hand side. They probably record the appearance of Susanna before the Judge, Master or Commissioner, as required by lines 2 to 10 of this page of the Indenture:

This Deed marked (A) was this twelfth day of May One thousand Eight hundred and thirty four produced before me and acknowledged by *Susanna Elizabeth Espinasse* therein named to be her act and deed and previous to which acknowledgement the said Susanna Elizabeth Espinasse was examined by me separately and apart from her Husband touching her knowledge of the contents of the said Deed and her consent thereto and declared the same to be freely and voluntarily executed by her.

W?. Bollard

continuing with the Indenture:

- 1 **The** Estate so limited in use to the said John Verrier and his Heirs, In trust,
as aforesaid, To the use of the said James Black Miskin,
- 2 his Heirs and Assigns, forever, **And** the said **James Espinasse**, for
himself, his Heirs, Executors and Administrators, and for the said
Susanna
- 3 **Elizabeth, his wife**, She hereby consenting, **doth** hereby covenant with the
said James Black Miskin, his Heirs, Appointees and Assigns, that the said
Susanna Elizabeth,
- 4 the wife of the said James Espinasse, shall and will forthwith, or as soon as
conveniently may be after the execution of these presents, at the costs and
charges of him,

- 5 the said James Espinasse, his Heirs, Executors or Administrators, appear
before a Judge of one of the superior Courts at Westminster or a Master in
Chancery or
- 6 before two of the Perpetual Commissioners appointed pursuant to the
provisions of the act in that behalf made and shall and will produce these
presents
- 7 and acknowledge the same to be her act and deed before the same Judge,
Master or Commissioners & to be examined by them, apart from the said
James
- 8 Espinasse, her husband, touching her knowledge of the Contents of these
presents and her free and voluntary consent thereto and do all such other
acts and
- 9 things as are required by the said Act for completing and giving Effect to
such Separate Examination of and acknowledgement by the said Susanna
- 10 Elizabeth Espinasse as aforesaid. **And** the said James Espinasse for
himself, his Heirs, Executors and Administrators, doth hereby further

- covenant and declare with and for
- 11 the said **James Black Miskin**, his Heirs, Executors and Administrators,
Appointees and Assigns, in manner following (that is to say) That
notwithstanding any act,
- 12 Deed, matter or thing whatsoever by him, the said James Espinasse, or by
the said Isaac Espinasse, deceased, or either of them, made, done, suffered
or executed
- 13 to the contrary, He, the said James Espinasse, at the time of executing these
presents, is and standeth lawfully and absolutely seized in fee simple of and
in
- 14 the Messuages or Dwellinghouses, pieces or parcels of Land, Hereditaments
and Premises hereby appointed, released and conveyed, or so intended to be,
and every
- 15 part thereof with the appurtenances without any condition, use, trust,
restriction or other cause, matter or thing whatsoever to defeat, alter, charge,
make void, incumber or

- 16 otherwise prejudicially affect the same otherwise than as appears by these
presents. **And** also that for and notwithstanding any such act, deed, matter
or thing as aforesaid, he,
- 17 the said James Espinasse, now hath in himself good right and full power and
authority to direct, limit and appoint, grant, release and convey the said
hereditaments and premises
- 18 in manner aforesaid and according to the true intent and meaning of these
presents. **And** further that the said Messuages or tenements, pieces or
parcels of Land,
- 19 Hereditaments and Premises, and every part thereof, shall and may, at all
times hereafter, go, remain and continue and be To the Uses and upon the
Trusts aforesaid and the rents and
- 20 profits thereof had received and taken accordingly without any let, suit,
trouble, denial, molestation or hindrance of, from or by the said James
Espinasse or any person or
- 21 persons lawfully or equitably claiming or to claim by, from or through, under
or In trust for him or by, from or under the said Isaac Espinasse, deceased.

And that

- 22 free and clear and freely, clearly and absolutely acquitted, exonerated and
discharged, or otherwise by and at the Expense of the said James Espinasse,
his Heirs
- 23 Executors or Administrators, well and Effectually saved, defended, kept
harmless and Indemnified of, from and against all former and other gifts,
24 grants, leases, Mortgages, Jointures, Dowers, Annuities, Uses, trusts, Wills,
entails, Settlements, Statutes, Judgements, Extents, Executions, titles,
charges, claims,
25 demands and Incumbrances whatsoever already, or at any time or times
hereafter to be had, made, done, created, executed, occasioned or suffered by
them,
- 26 the said James Espinasse and Isaac Espinasse, deceased, or either of them
or any person or persons claiming as aforesaid. *And moreover* that he, the
said James Espinasse, and all and
27 every other Person and Persons lawfully or equitably claiming, or to claim,
and Estate, right, title or Interest of, in, to or out of the said hereditaments

and premises,
28 or any part thereof, by, from, through, under or In trust for him, or by, from or
under the said Isaac Espinasse, deceased, shall and will, at all times
29 hereafter, upon every reasonable request, but at the Costs in all things of the
said James Black Miskin, his Heirs, Appointees or Assigns, make, do and
30 Execute, or cause and procure to be made, done and executed, all such
further and other lawful and reasonable acts, Deeds, Conveyances and
Assurances in
31 the law, whatsoever, for the further more perfectly and satisfactorily
conveying and assuring the said hereditaments and Premises, To the uses
upon the
32 Trusts and for the ends, intents and purposes aforesaid as by the said James
Black Miskin, his Heirs, Appointees or Assigns, or his or their Counsel, shall
33 be advised, devised or required. *In Witness* whereof the said Parties to
these Presents have hereunto set their hands and seals the day and
34 year first above written.

James (seal) 'Espinasse³⁰⁴ Susanna Elizth (seal) 'Espinasse (seal)
On the reverse:

Received the day and year first within written, of and }
from the within names James Black Miskin, the sum of }
Four Hundred and twenty five pounds being the full } 425 . 0 . 0
Consideration Money within mentioned to be paid by }
him to us }

James 'Espinasse

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these signature definitely have the " ' " before the surname showing that this was the way their name was written by the Esoinasses themselves; it is difficult to tell whether Susanna's signature was written by Susanna herself or by James but the signatures to the "Received" note were both written by James. No signature for the last seal; presumably seal of James Black Miskin

Witness: Susanna Elizabeth 'Espinasse
Tho. Broadley Fooks

Signed, Sealed and Delivered by the within
named James Espinasse and Susanna Elizabeth, his wife, in
the presence of

Tho. Broadley Fooks, Sol.³⁰⁵ Dartford, Kent

Wm. Currey, Clerk, to James Espinasse, Esq.

On outside:

Dated 12th May 1834³⁰⁶

William Cook, Esq.

}

}

to

}

M^r. Willm. C. Fooks

}

}

Assignment of a Term of
1000 Years in certain Premises in
Kingsdown and Shoreham in
Kent.

*This Indenture*³⁰⁷

made the twelfth³⁰⁸ day of May in the
year of our Lord one thousand Eight
hundred. and thirty four. ***Between***
William

2

Cook, formerly of ***Clerkenwell*** in the County of
Middlesex and now of ***Bruges*** in the Kingdom of
Belgium, Esquire, of the first part. ***William***

3

Cracroft Fooks of ***Dartford*** in the county of Kent,
Gentleman, of the second part, ***James Espinasse***

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decorated

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when the indenture was initially written spaces were left for the
date and month with these being added later

4

of **Mitre Court** in the City of **London**,
Esquire, Barrister at Law, and **Susanna**
Elizabeth, his wife, of the third part and **James**
Black Miskin of **Dartford**, aforesaid, Brewer, of
5 the fourth part. **Whereas** by Indentures of Lease
and Release bearing date respectively the twenty
6 sixth and twenty seventh days of December
one thousand eight hundred³⁰⁹, the release
between **William Small** of the first part, **Thomas**
Romball of the second part, **William Taylor** of the
third
7 part, **Thomas Hutchins** of the fourth part,
Christopher Farrant and **Ann, his wife, George**

6

7

Brooker and **Mary, his wife**, of the fifth part. The
Messuages

8 or Dwellinghouses, Pieces or Parcels of Land and Hereditaments
hereinafter described and assigned, with the appurtenances, were
conveyed To the use of the said **William Taylor**, his Executors,
administrators
9 and Assigns, for the Term of One thousand years subject to redemption on
payment, by the said Thomas Rombell, his Heirs, executors or
administrators, to the said William Taylor, his Executors, administrators or
assigns,
10 of the sum of five hundred pounds and Interest on the twenty seventh day
of June then next with remainder to the use of such person and persons as
he, the said Thomas Rombell, should direct or appoint and in
11 default thereof, To the use of the said Thomas Rombell, his Heirs and
Assigns. **And whereas**, by an Indenture bearing date the twenty

seventh day of December One thousand eight hundred and eight³¹⁰
between the

- 12 said William Taylor of the first part, the said Thomas Rombell of the
second part and *John Taylor, Thomas Taylor and Clement Taylor* of the
third part, the said Hereditaments and Premises were assigned to the said
John
- 13 Taylor, Thomas Taylor and Clement Taylor, their Executors,
Administrators or Assigns, for the residue of the said Term of One
thousand Years freed from the aforesaid proviso. But subject to a proviso
for making void the said
- 14 Term if the said Thomas Rombell, his Heirs, Executors, Administrators or
Assigns, should pay unto the said John Taylor, Thomas Taylor and
Clement Taylor, their Executors, Administrators or Assigns, the sum of

Five

15 Hundred pounds with Interest thereon at five Per Cent Per Annum on the
twenty seventh day of June then next. ***And whereas*** by Indentures of
Lease and Appointment and Release bearing date respectively the
16 sixteenth and seventeenth days of February One thousand Eight Hundred
and ten³¹¹, the Release between the said Thomas Rombell of the first part,
the said Thomas Hutchins of the second part, the said John Taylor,
17 Thomas Taylor and Clement Taylor of the third part, ***Isaac Espinasse of
Bexley*** in the said County of Kent and of Chancery Lane, London, Esquire,
of the fourth part, ***Robert Espinasse*** of the fifth part
18 and the said William Cook of the sixth part, for the Considerations therein
mentioned , The fee simple of the said Hereditaments and premises was
appointed and conveyed to the use of the said Isaac Espinasse for life with

a

19 remainder to certain uses in bar of Dower with the ultimate remainder to
the Heirs and assigns of the said Isaac Espinasse and the residue of the
said Term of One thousand years was assigned to the said
20 William Cook, his Executors, Administrators and assigns, In trust for the
said Isaac Espinasse, his Heirs, appointees and assigns and to attend the
Inheritance thereof. ***And whereas*** the said Isaac Espinasse, by
21 his last will and testament, in writing, bearing the date the eighteenth day
of September last and duly executed for passing real estates, gave, devised
and bequeathed to his dear son (the said) ***James Espinasse***, All his Estate
22 and property, of every kind and description, to him and his heirs and
assigns for ever subject nevertheless and charged and chargeable to and
with one annuity or yearly rent charge of Two Hundred pounds a year
23 to his much beloved daughter in Law (the said) Susannah Elizabeth
Espinasse, his wife, for her natural life in manner therein mentioned and
appointed his said son and daughter in Law executor and executrix of

24 his said will. **And whereas** the said Isaac Espinasse departed this life
on or about the fourteenth day of February last, without altering or
revoking his said will and the same was proved in
25 the Prerogative Court of Canterbury by the said James Espinasse and
Susanna Elizabeth, his wife, on or about the seventeenth day of March
last. **And whereas** by Indentures of Lease and Appointment
26 and Release³¹² bearing date respectively, the Lease the day before and the
release even date with these presents, the appointment and release
between the said James Espinasse and Susanna Elizabeth, his
27 wife, of the first part and James Black Miskin of the second part and **John**
Vernier of the third part, the fee simple of the said hereditaments, with the
appurtenances, has, upon the purchase thereof by
28 the said James Black Miskin, been appointed, released and conveyed, or

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documents 1834-5 and 1834-6

are intended so to be, To certain uses for the benefit of the said James Black Miskin and in bar of Dower with the ultimate remainder
29 in fee to the said James Black Miskin. **And whereas** the said James Black Miskin hath requested that hereditaments and Premises should be assigned to the said **William Cracroft**
30 **Fooks** for the residue of the said Term of One thousand Years, In trust for him, the said James Black Miskin, his heirs, assigns and appointees, in manner hereinafter mentioned. **Now this Indenture**
31 **Witnesseth** that, in compliance with the said request and in consideration of the sum of five shillings of lawful Money current in Great Britain to him, the said William Cook, paid by the said William
32 Cracroft Fooks on the execution of these presents, the receipt whereof is hereby acknowledged, **He**, the said William Cook, at the request of the said James Espinasse and Susanna Elizabeth, his wife, and on the
33 nomination of the said James Black Miskin testified by their respectively

executing these presents, *Doth* hereby bargain, sell, assign, transfer and set over unto the said William Cracroft Fooks, his

34 Executors, Administrators and Assigns *All those* two several Brick built
Messuages or tenements or Dwellinghouses now or heretofore called or
known by the name of *Hanneswick* otherwise *Hannick*
35 with the Yards and Gardens, Orchards and four acres, more or less, of
Arable Land thereunto belonging and now, or heretofore, used, occupied
or enjoyed therewith, with all and every the Appurtenances
36 to the said Messuages, Tenements or Dwellinghouses belonging or
appertaining which said Messuages, Tenements or Dwellinghouses,
Land, Hereditaments and premises are together situate, lying and being
37 at a place called *Rumney Street* in the parish of *Shoreham* in the said
County of Kent and were heretofore in the several tenures, holdings or
occupations of *William Small*, *Thomas Small* and *Michael*
38 *Saker* or some or one of them, their or some or one of their Undertenants or
assigns and which said Messuages, tenements or Dwellinghouses and

39 Garden Ground thereto belonging were sometime since in the several
Tenures or occupations of *Thomas Broomfield* and *William Smith*, or one
of them, their or one of their Undertenants or Assigns, after that of the said
William Small and Thomas Ashdown, since of *David Brann* or his
undertenants,
40 and now are in the Tenure or Occupation of *George John Dickens* or
³¹³ *Reeves* as his undertenant. And the said arable Land was formerly
in the tenure or occupation of the said William Small, after that of Thomas
Romball, his
41 Assigns or undertenants and now are in the Tenure of *George John*
Dickens or of the said *Reeves* as his undertenant. *And also all*
those seven pieces or parcels of Arable Pasture and Wood ground
hereinafter

- 42 mentioned (that is to say) All that piece or parcel of Land with the appurtenances called by the name of **Luwest** containing by Estimation Eight acres, more or less. And also all that piece or parcel of land called by the name of
- 43 **Pittfield** containing, by Estimation, seven acres, more or less. And also All that piece or parcel of Wood Ground with the Appurtenances called by the name of **the Coppice** containing, by Estimation, three acres, more or less. And also all that
- 44 Piece or Parcel of Land with the appurtenances called by the name of **Dickfield** containing, by Estimation, four acres, more or less. And also all that piece or parcel of Land called or known by the name of **Rye Croft**
- 45 containing, by Estimation, three acres, more or less. And also all that piece or parcel of land called or known by the name of **Upper Brooms** containing, by Estimation, five acres, more or less. And also all that piece or parcel of Wood
- 46 Ground with the Appurtenances called by the name of **the Coppice**

containing, by Estimation, three acres, more or less. All which said last mentioned Lands and premises do contain, in the whole, by estimation, thirty three

47 acres, more or less, and are situate, lying and being in the several parishes of **Shoreham and Kingsdown** in the said County of Kent and were formerly in the occupation of **George Richardson**, afterwards of **Robert Richardson**, since that of **John**

48 **Small**, deceased, afterwards of **William Small**, deceased, after that of the said **Thomas Romball**, his undertenants or assigns, late of ³¹⁴ and are now untenanted or by whatsoever other name or names, Quantities, Qualities, boundaries or other

49 descriptions the same several premises now are or heretofore have been called, known or distinguished or so many and such parts of the said

Hereditaments as are comprized in the said Term of One thousand years and are now vested in the said

50 **William Cook** by the means hereinbefore recited for the residue of the said Term. Together with all Houses, outhouses, Edifices, buildings, yards, Gardens, orchards, ways, paths, passages, waters, watercourses, trees, Woods, Underwoods, Hedges,

51 fences, Commons and Commonable rights, lights, easements, profits, advantages, rights, members and appurtenances whatsoever to the said Hereditaments and premises belonging or in any wise appertaining or with the same or

52 any part thereof held, used, occupied or enjoyed, or accepted, reputed, deemed, taken or known as part, parcel or member thereof, or of any part thereof. And all the Estate right, Title, Interest, Term and Terms for Years benefit and

53 advantage whatsoever of him, the said William Cook, of, in, to and out of the same premises. **To have and to hold** the said Messuages or

Dwelling Houses, Pieces or Parcels of Land, hereditaments and Premises hereby

54 assigned, with their appurtenances, unto the said William Cracroft Fooks, his Executors, administrators and assigns, for all the unexpired residue of the said Term of One thousand years created by the said hereinbefore recited Indenture

55 of the twenty seventh day of December One thousand Eight Hundred³¹⁵.

Upon trust nevertheless for the said James Black Miskin, his Heirs, Appointees and assigns, and to be assigned and disposed of as he or they shall, from time to time,

56 direct and, in the mean time, to attend, wait upon and go along with the Reversion, freehold and Inheritance of the said assigned Premises in order

to protect and preserve the same from all ??³¹⁶ charges and Incumbrances, if any such there be.

57 **And** the said William Cook, for himself, his Heirs, Executors and Administrators, doth hereby Covenant and declare, with and to the said William Cracroft Fooks, his Executors, Administrators and Assigns, that he, the said William Cook,

58 hath not, at any time or time heretobefore, made, done, executed, committed or suffered or been party or privy to any act, deed, matter or thing whatsoever whereby, or by means whereof, the said hereditaments and premises hereby assigned, or

59 so intended to be, or any part thereof, with the appurtenances, are, is, can shall or may be impeached, charged, Incumbered or otherwise Prejudicially affected. **In witness** whereof the said Parties to these

60 Presents have hereunto set their
Hands and Seals the day and year first above written.

Wm (seal) Cook James (seal) 'Espinasse Susanna Elizabeth (seal)
'Espinasse ³¹⁷

On back of document:

Signed, Sealed and delivered by the within named }
James Espinasse and Susanna Elizabeth, his wife }
in the presence of }

Assignment of Term of a 1000 Years
William Cook, Esq. to Mr. William C. Fooks
Document 1834-7

Mr. Broadley Fooks, Sol.³¹⁸ Dartford, Kent
Will. Currey, Clerk to Mr. Jas. 'Espinasse

Signed, Sealed and delivered by the within
named William Cook in the presence of

}
}

B. Hooker of Ostende
? Randall of Ostende

Policy of Insurance from 4 September 1837 to 29 September 1838
James Black Miskin for the Fox & Hounds; Document 1837

This document is the Insurance Policy taken out by James Black Miskin for the Fox & Hounds. It is printed with spaces left for the specific details. It is interesting to note that where "has" would be expected in the printed sections, "ha" is printed with the "s" being added when the entries are made, thus allowing for the Policy to be taken out by a number of people when the word needed would be "have".

Policy of Insurance from 4 September 1837 to 29 September 1838
James Black Miskin for the Fox & Hounds; Document 1837; side 1

Side 1:

KENT FIRE INSURANCE COMPANY

Governor:

The Right Honourable the Earl of Romney

Trustees:

Charles Hussey Fleet, Esq,

John Alfred Wigan, Esq.

John Pemberton Plumptre, Esq. M.P.

James Beckford
Wildman, Esq.

Auditors:

....

....

....

and forty-eight Directors³¹⁹

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these names are not given

Policy of Insurance from 4 September 1837 to 29 September 1838
James Black Miskin for the Fox & Hounds; Document 1837; side 2

Conditions of Insurance

14 conditions

Please to Examine this Policy to see that it is filled up According to Your Intention

Side 2:

Present Payment
from the 4 Sept 1837
to the 29 Sept 1838

No. 37716
shield of the Company Annual Payment
payable at: Michs³²⁰

£ s d

£ s d

Rumney Street

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Policy of Insurance from 4 September 1837 to 29 September 1838

James Black Miskin for the Fox & Hounds; Document 1837

Premium 13 10

Duty 11 4

Policy and Stamp

£ 1 5 2

Premium 12 9

Duty 10 6

£ 1 3 3

£350

1 **This Policy of Insurance Witnesseth That**³²¹ James Black Miskin
of

2 Dartford in Kent, Brewer

3 **has paid the sum of** thirteen shillings & ten pence **to the KENT FIRE INSURANCE**

4 **COMPANY and has agreed to pay the sum of** twelve shillings and nine

Policy of Insurance from 4 September 1837 to 29 September 1838

James Black Miskin for the Fox & Hounds; Document 1837

pence **yearly, on the**

5 **Twenty ninth day of September if the Directors for the tiem being shall**
think proper to receive the same, for Insuring from
 6 **loss or damage by Fire the Property hereinafter described (*not exceeding***
***the Sum* herein specified on each article as the value thereof,) that is to**
say on

7 The Fox and Hounds Public House Brick Timber Tiles & thatched
 8 200 in Romney Street Shoreham in Kent, Two hundred Pounds
 9 150 Two Cottages adjoining Brick Timber & Tiled at Kingsdown in
 10 ---- Kent in tenure of Reeve? & another Seventy five Pounds on
 11 350 Each

Memo: Policy No. 33934 is Cancelled

12 **And Know all Men by these Presents, that from the date**

Policy of Insurance from 4 September 1837 to 29 September 1838

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hereof, as so long as the above-named Insured shall make the above

- 13 **yearly payment of Twelve Shillings & nine pence on the day above-**
mentioned, and the Directors for
- 14 **the time being of the above-name Company shall agree to accept the**
same, The Stock and Funds of the said Company shall be subject and
liable to
- 15 **pay and make good to the said Insured, his, her, or their Executors,**
Administrators, and Assigns, all such Loss and Damage as, he, she or they
shall
- 16 **sustain by fire on the property above described, not exceeding in each**
case the respective Sums hereinbefore specified as the value thereof,
according to
- 17 **the exact tenor of their Printed Conditions hereon endorsed, and the Stock**
and Funds of the said Company shall alone be subject and liable to the
demands

Policy of Insurance from 4 September 1837 to 29 September 1838

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18 **under this Policy, and that no Member of the said Company shall be responsible to such demands, beyond his or her share in the said Stock or Funds.**

19 **In Witness whereof, WE, (being three of the Directors or acting Members of the said Company) have hereunto set our Hands and Seals**

20 **this Seventh day of September in the Year of our Lord One Thousand Eight Hundred and Thirty Seven**

21 **AND RECEIVED at the same time, pursuant to the Acts of Parliament in that case made, the sum of Eleven Shillings**

22 **& four pence being the Duty on £ 350 Insured by this Policy.**

signature not readable

Premium & Duty as shown 5 2

?? ?? ?? 12 6

Rumney Street

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Policy of Insurance from 4 September 1837 to 29 September 1838

James Black Miskin for the Fox & Hounds; Document 1837

Ex^d JB

??

£ ----- John Hollingworth

12 8³²²

James Woodbridge

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these amounts do not add up but, in any case, where do they come from?

The date this Abstract was made it not known but ?? Farmer of Grays Inn "perused" it and made some notes at the end on 15th April 1842. It has thus been given the reference 1842-1

Being an abstract rather than an indenture, many more abbreviations are used which makes it more difficult to read. In most cases, these have been expanded but it is sometimes not clear what the full word should be. Even so, a clearer view of the arrangements made for the Rumney Street properties can probably be obtained from this abstract, including the observations at the end, than from the original documents which describe very complex arrangements.

On outside:

Abstract of *Title* of Mr.
James Black Miskin to Freehold
Estates in the Parishes of *Shoreham*
& *Kingsdown* in the County of Kent.

Rumney Street

Abstract of Title, Rumney Street
Document 1842-1

213

26th & 27th Dec. 1800 **By Indentures** of Lease & Release of these
2 respective dates, the Release of the latter date, & made
between
3 ³²³ **William Small** of **Shoreham Hill** in the Parish of Shoreham in
4 the County of Kent, Yeoman, only son & Heir at Law &
Devisee in
5 Fee Simple & sole Executor named & appointed in & by the
last Will
6 & Testament of **John Small** then late of Shoreham Hill
aforesaid,
7 Yeoman, deceased, who was the surviving Brother & Heir at
Law of William Small,

323

note in margin: "Lease & Release prod. & Read" initialled B.T.
U. ? . ?

- 8 late of Shoreham, also Yeoman deceased of the 1st part.
Thos.
- 9 **Romball** of the parish of Shoreham, also Yeoman of the 2nd
part.
- 10 **William Taylor** of **Ivyhatch** in the parish of **Ightham** in the
same
- 11 County, Yeoman of the 3rd part, **Thos. Hutchins** of **Sevenoaks**
in the
- 12 said County, Gentleman of the 4th part & **Christopher Farrant**
of **St.**
- 13 **Mary Cray** in the said County, Yeoman, & **Ann, his Wife,**
George
- 14 **Brooker** of the parish of Shoreham, also Yeoman, & **Mary, his**
wife, of
- 15 (which said Ann, the wife of Christopher Farrant, & Mary,
the Wife

16 of the said George Brooker, were Legatees named in & by
the last Will
17 & Testament of the said John Small, deceased.) & **Mary**
Small of Shoreham
18 also Widow & Relict (& also Legatee & Annuitant named in
the last Will
19 Will & Testament of the said John Small deceased.) of the 5th
part.

20 **Reciting** that the said John Small, deceased, in & by
his last Will
21 & Testament duly executed & attested for rendering
valid devises
22 of real Estates bearing date on or about the 5th January
1784,
23 Gave & Bequeathed unto his said 2 daughters Ann &
Mary, by their names

24 of Ann & Mary Small, the sum of £300 a piece & did
direct
25 the same to be paid to them respectively within 12
Months after his decease by
26 his son thereafter named & did charge the same on all
&
27 every his Real Estates therein devised to his Son, the
said Wm.
28 Small. And the said Testator did thereby Give &
bequeath unto
29 his said Wife, Mary, for her life in case she should so long

page 2:

1 continue his Widow, An Annuity or Rent Charge of £20
2 to be paid quarterly by his said Executor & did also charge

3 the
4 same on his said Real Estates therein given & devised as
5 aforesaid.
6 With a power of entry & distress in case the same should be
7 20 days
8 in arrears.

9 *And reciting* that said Thos. Romball had contracted
10 & agreed with said W. Small, for the absolute purchase of
11 the
12 Messuages or Tenements, Buildings, Lands, Hereditaments
13 & premises therein
14 mentioned & described (being part of the real Estates
15 devised in & by
16 the said will of the said John Small decd.) & the Fee Simple
17 &
18 inheritance thereof free from all Incumbrances at or for the

12 price or
sum of £700. And inasmuch as the said Annuity & Legacy
of

13 the said Testator's Wife Mary Small & the Legacy of the said
Testator's

14 ³²⁴ Daughter Mary, then the Wife of the said Geo. Brooker & all
arrears

15 thereof respectively had been then already secured &
charged by the

16 said Wm. Small on other the Real Estates devised to him by
the said Will

324

note in the margin "I think the R?? ? of the Legacies may be
??ed on: particularly after the length of time which is sufficient
to raise them ?? of payment" initialled J.A.? Other notes have
the same initials unless otherwise specified

17 of his said Father & also on the personal Estate of the said
W. Small.

18 And also, inasmuch as the Legacy of the said Ann, the wife
of the said

19 Christopher Farrant had been then some time since, fully
paid off

20 & discharged, they, the said Christopher Farrant & Ann, his
Wife, Geo.

21 Brooker & Mary, his Wife, & Mary Small had, at the request
of the said

22 W. Small agreed to join in & confirm the then present Sale &
23 Conveyance & execute such Release of the said Legacies &
Annuity

24 as thereinafter mentioned.

25 *And reciting* that the said Thos. Romball, not being
then

26 provided with money to pay for the whole purchase of the

27 said hereditaments
& premises, had applied to & requested the said W. Taylor to
advance &
28 lend him the sum of £500 the better to enable him to do so,
29 which he, the said W. Taylor, had consented & agreed to do
on having
30 the same secured to him with Interest as thereafter
mentioned.

31 ***It is witnessed*** that, in pursuance & part performance of the said
32 recited Agreement & as well for & in consideration of the sum of
£200 of
33 lawful Money of Great Britain, to the said W. Small at or before the
34 sealing & delivery thereof paid by the said Thos. Romball, the
Receipt whereof

35 was thereby acknowledged.³²⁵

page 3:

2 As also for & in consideration of £500 of like lawful
3 money to the said William Small at or immediately before the
sealing &
4 delivery thereof well & truly paid by the said William Taylor at the
special
5 instance & request & by & with the consent, direction &
appointment of the
6 said Thos. Romball (testified ?? the receipt of which said sum of

325

last 2 lines on this page & first on the next crossed out: "As also for & in consideration of the sum of £500 of like lawful Money to the said W. Small at or immediately before the sealing thereof, paid by the said Thos. Romball the receipt whereof was thereby acknowledged

7 £500 he,
8 the said William Small, thereby acknowledged & that the same,
9 together with the
10 said sum of £200 paid by the said Thos. Romball, as also making
11 the sum
12 of £700, was the full consideration for the complete purchase of the
13 absolute Estate of Inheritance in fee simple of him the said William
 Small
 of, in & to the hereditaments & premises therein mentioned &
 intended to be thereby
 granted & released & thereof & of & from the same did acquit,
 release &
 discharge, etc. And also in consideration of 5^{sh326} to the said W.
 Small paid by the said

14 Thomas Hutchins, the Receipt whereof was thereby acknowledged,
He, the said Wm. Small
15 (at the like special instance & request & by & with the privity,
16 consent, direction, nomination & appointment, as well of the said
Thos. Romball
17 & William Taylor as also of the said Christopher Farrant & Ann, his
Wife,
18 & George Brooker & Mary, his Wife, & Mary Small testified, etc.)
Did
19 grant, bargain, sell, release & confirm unto the said Thom.
Hutchins (in
20 his actual possession, etc.) & to his heirs & Assigns:
21 *All* those 2 several Brick built Messuages
22 Tenements or Dwellings commonly called or known
23 by the name of *Hannes Nick*, otherwise *Hannick*,
24 with the Yards, Gardens, Orchards & 4 Acres
25 (more or less) of Arable Land thereunto belonging

26 & then or theretofore used, occupied or enjoyed
27 therewith with all & every the appurtenances to the said
Messuages,
28 Tenements or Dwellings belonging or appertaining
29 All which said Messuages, Tenements or Dwellings,
Land,
30 hereditaments & premises are together situate, lying &
being
31 at a place called *Rumney Street* in the Parish
32 of *Shoreham* aforesaid in the said County of Kent &
33 were theretofore in the several tenures, holdings
34 or occupations of William Small & Thomas
35 Small & *Michael Saker* or some or one of
36 them, their sons or one of their assigns or

page 4:

1

undertenants. Which said Messuages, Tenements or

2 Dwellings & garden ground belonging were
3 then, & for some time past had been, in the
4 several tenures or occupations of *Thos. Broomfield*
5 & *William Smith*, or one of them, their or one
6 of their Tenants or assigns & the said Arable
7 Land was then or late in the tenure or
8 occupation of the said Wm. Small, party thereto,
9 his assigns or undertenants

10 **And also All** those 7 pieces or parcels of Arable
11 Pasture & Wood Ground therein mentioned that is to
say.

12 **All** that piece or parcel of Land with the
13 appurtenances called by the name of *Suwest* containing
14 by estimation, 8 acres, more or less

15 **And also All** that piece or parcel of Land
16 with the appurtenances called by the name of *Pittfield*

17 containing, by estimation, 7 acres, more or less

18 **And also All** that piece or parcel of
19 Wood Ground with the appurtenances called by the
20 name of *the Coppice* containing, by estimation,
21 3 acres, more or less

22 **And also All** that piece or parcel of
23 Land with the appurtenances called by the name of
24 *Dickfield* containing, by estimation, 4 Acres, more or
less.

25 **And also All** that piece or parcel of Land
26 called by the name of *Rye Croft* containing, by
estimation,
30 3 acres, more or less

31 **And also All** that piece or parcel of
32 Land called by the name of the *Upper Brooms*
33 containing, by estimation, 5 acres, more or less

9 or assigns.

10 **Together** with all houses, etc.

11 **And** the reversion, etc.

12 **And** all the Estate. etc.

13 **And** all the Deeds, etc.³²⁷

14 **To hold** the same, with the appurtenances, unto the said
Thos.

15 **Hutchens**, his heirs & assigns.

16 **To the several uses** upon the Trusts & under

17 & subject to the several powers, promises, limitations &

18 agreements therein mentioned, expressed, limited & declared
of &

327

see Lease & Release 1800 (Documents 1800-1 & 1800-2) for the details which were omitted from this abstract

19 concerning the same, that is to say:

20 *To the use & behoof* of the said **W. Taylor**, his executors,
21 administrators & assigns, for the term of 1000 years, from the
present ensuing, without impeachment

22 ³²⁸ of waste. At the yearly Rent of a Pepper Corn for better
23 & effectively securing unto the said W. Taylor, his executors,
administrators

24 & assigns, of the said sum of £500 & Interest for the same
25 at the rate of £5 per Cent in manner hereinafter
26 mentioned for that purpose.

27 *Subject nevertheless* to the Proviso for Redemption
28 therein contained. **Rem.**

29 *To the use & behoof* of such person & persons for
30 such Estate & Estates, Uses, Trusts, interest, limitations &

purposes,
31 whether conditional or absolute as he, the said **Thomas**
32 **Romball** should, from time to time in & by any Deed or
33 Deeds, Writing or Writings, to be by him duly executed &
34 attested by 2 or more credible Witnesses or by his last Will
35 & Testament in writing or any Writing in the nature of or
36 purporting to be his last Will & Testament to be by him

page 6:

1 signed, sealed, published & declared in the presence of &
2 attested by 3 or more credible Witnesses, direct, limit,
3 appoint, give or devise the same & for want of & in
4 default thereof & subject thereto & to such parts thereof
whereof no such direction should be made

5 *To the sole & only proper use & behoof*
6 of the said **Thos. Romball**, his heirs & assigns, forever.

7 **Proviso** for ?? of said Term of 1000 years or ?? thereof
8 as said Thos. Romball, his heirs or assigns, should direct on
 payment
9 by Thos. Romball, his heirs, executors, administrators or assigns,
 unto said **William**
10 **Taylor**, his executors, administrators or assigns, of said sum of £500
 & Interest on 27th June
11 then next.

12 **Covenant** by said Thos. Romball for himself, his heirs, executors
 & administrators,
13 with said W. Taylor, his heirs & administrators:

14 To pay said principal sum of £500 & Interest

15 **Covenant** by said **W. Small**, for himself, his heirs, executors &
 administrators,

16 with said Thos. Romball, his heirs & assigns:

17 That he was rightfully seized

18 Had power to Convey
19 For quiet enjoyment
20 Freed from incumbrances
21 For further Assurance &
22 To produce certain Indentures of Lease & Release of the 1st &
2nd July
23 1796 between the said W. Small, party thereto, & **James Martyr**, of
Oxford, Gent., of the other part, purporting to be a Mortgage ?? fee
of the said premises amongst
24 others from the said W. Small to James Martyr for securing £500
25 & lawful Interest & certain other Indentures of Lease & Release of
the 23rd & 24th
26 December then last past, Between the said James Martyr of the one
part & the said Wm. Small, party thereto of the other part,
purporting to be a Reconveyance of the said
27 Mortgaged premises from said James Martyr to said W. Small, his
heirs

28 & assigns.

29 ***It is further witnessed*** that in further pursuance of

30 said recited Agreement & further performance thereof & as well for

31 the prevention of all Suits & ??³²⁹, the said Thos. Romball, his heirs

32 and assigns, in the possession & enjoyment of the said

hereditaments & premises thereinbefore

33 mentioned, to be granted & released, as also in consideration of 5

shillings³³⁰ a piece to them, the

34 said ***Chr. Farrant & Ann***, his Wife, ***George Brooker & Mary***, his Wife,

35 paid by said Thos. Romball, the Receipt of which was thereby

acknowledged,

36 They, the said C. Farrant & Ann, his Wife, G. Brooker & Mary, his

329 "quieting"

330 "granted & releed as also in conson of 5^{sh}" - this is taken as the
above in abbreviated form

37 Wife, Did fully, clearly & absolutely ?? ?? & for ever quit claim

page 7:

1 unto said Thos. Romball, his heirs, executors & administrators, the
said respective
2 Legacies of £300 & £300 & all other Legacies whatsoever, Together
with all
3 ³³¹ their, & each of their, right title & demand in & to the same so far
4 as the same related to or concerned the thereby granted & released
premises
5 and all action & actions, cause & causes of action, both at Law
6 Equity or any Ecclesiastical Court property, claim & demand in &
7 for touching or concerning the said Legacies, or either of them, in
8 which they, or either of them, could or might challenge, claim or

331

note: "This mode of Releases informal but may be relied on - see
my note for 2."

9 demand by virtue of the Will of the said John Small, deceased, or
10 any
11 Codicil annexed thereto or otherwise howsoever.
12 ***And it is further witnessed*** that, in further ?nance
13 of the said recited Agreement & full performance thereof & as well
14 for the
15 conditions aforesaid & also for & in consideration of 5^{sh} to the said
16 ***Mary Small***
17 in hand paid by the said Thos. Romball, the receipt whereof was
18 thereby
19 acknowledged, She, the said Mary Small Did remise, release, & for
20 ever
21 quit claim unto the said Thos. Romball, his heirs, executors &
22 administrators,
23 The said Annuity, Rent Charge or Annual Sum of £20 payable to
24 her,
25 the said Mary Small for & during the Term of her natural life or

19 Widowhood & charged on the hereditaments & premises aforesaid
with other
20 ³³² hereditaments & premises in the said Will of the said John Small
devised &
21 mentioned. And all Legacies & Bequests to her given & made in &
by
22 the said Will or any codicil thereto annexed. And all remedies both
at
23 Law or in Equity for receiving the same. And also all such

24 Estate, Right, Title, Interest, Claim & Demand which she, the said
Mary
25 Small had, or of right ought to have, of, in to or out of the said
26 hereditaments & premises so granted, released & conveyed, as

27 aforesaid. So that the said
Mary Small of & from all such Interest, Claim & Demand & all
28 distresses
on the said hereditaments & premises should & would be for ever
29 thereafter
barred by the abstracting Indenture.

30 *And* it was thereby covenanted, declared & agreed, by &
between the
31 said parties thereto & particularly the said Mary Small for herself,
32 her executors, administrators & assigns, did covenant, declare &
agree to & with the said *T.*

33 *Romball*, his heirs & assigns, That the said hereditaments &
premises thereinbefore
34 mentioned to be granted, released & conveyed as aforesaid, should
be, from thenceforth
35 discharged of & from the said Annuity of £20 & all other Legacies
36 & bequests whatsoever to her given & made in & by the said Will of

the said John Small.

page 8:

1 deceased & all remedies whatsoever for recovery thereof.
2 ***Executed*** by all parties & attested by 2
3 ***Witnesses***³³³ & Receipt for £200 & £500 respectively
4 Indorsed & signed by said W. Small & Witnesses.

334

27th Dec. 1808

By Indenture Tripartite made between the said ***W. Taylor***,
then of ***Crowhurst*** in the parish of ***Wrotham*** in the County of

333

inserted: "the execution by Thom. Romball being by a mark"

334

note: "If ?? ?? in sufficiency in the manifestation? as to ?? of
this Deed by T. Romball ?? ?? ?? ??"

6 Kent, of
7 the 1st part, the said **Thos. Romball** of the 2nd part & **John Taylor** of
7 335 the **Warren** in the Parish of Wrotham, Gent., Thos. Taylor of **Plaxtol**
8 in the said County, Gent. & **Clement Taylor** of **Linton** in the said ??,
9 Gent. (the 3 Trustees & Executors named & appointed in & by the
last
10 Will & Testament of **James Hackett**, late of Wrotham aforesaid,
Draper,
11 deceased, of the 3rd part.
12 **Reciting** the before Abstracted Indentures of Lease &
Release of

13 336 26th & 27th Dec. 1800

14 **And reciting** that said sum of £500, or any part thereof
15 was not paid at the day & time appointed by the said ??
16 recited Indenture whereby the Estate of the said **W. Taylor**,
 his executors, administrators
17 & assigns, became absolute in Law in the said premises for
 the Rent of the said Term
18 of 1000 years.

19 **And reciting** that said Principal sum of £500 only then
 remained

336

note: "If the Trustees & Executors were authorised to ?? on mortgage they would, as ?? & ?? to such authority, then power to give is sufficient discharge. But considering ?? the mortgage money ?? ?? off more than 20 years, I think it unnecessary to make any enquiry on this subject"

20 due & owing to the said W. Taylor on the said recited Security
21 all Interest having been paid up to the day of the date of the
22 now abstracting Indenture.

23 *And reciting* that the said William Taylor, having
24 occasion for the said sum of £500, had requested the said
Thos.

25 *Romball* to pay off the same but he, not being provided with
26 Money for that purpose, had applied to the said *John Taylor,*
27 *Thos. Taylor & Clement Taylor* to advance the said sum of
£500

28 which they had agreed to do on having the said Security
aforesaid
29 to them as therein mentioned.

30 *It is witnessed* that in consideration of £500 of ??
British Money

- 31 to said William Taylor paid by said John Taylor, Thos. Taylor
& C.
- 32 Taylor at or before the sealing & delivery thereof (at the
request & by
- 33 the ??³³⁷ of the said Thos. Romball & Interest moneys due &
owing
- 34 on the said recited Security, he, the said W. Taylor, did
thereby acknowledge

page 9:

- 1 and thereof & of & from the same & every part thereof did
acquit, rete
- 2 & discharge the said John Taylor, Thos. Taylor & Clement

3 Taylor, their heirs,
executors, administrators & assigns & likewise the said Thos.
4 Romball, his heirs, executors &
administrators & every of them. And also in consideration of
5 5^{sh} to said Romball in
hand paid by said John Taylor, Thos. Taylor & C. Taylor, the
6 Receipt whereof
was thereby acknowledged, He, the said W. Taylor (at the
7 request & by the direction of the
said Thos. Romball testified as aforesaid) Did bargain, sell,
8 assign, transfer &
set over & the said Thos. Romball Did grant, satisfy & confirm
9 unto said
John Taylor, Thos. Taylor & Clement Taylor, their executors,
administrators & assigns:
10 All the premises comprised in the last
Abstracted

11 Indenture of Release by the same description
12 Together with all Houses, etc.
13 And the reversion, etc.
14 And all the Estate, etc.
15 And all Deeds, etc.
16 **To hold** the same, with the appurtenances, unto the
said John Taylor,
17 T. Taylor & Clement Taylor, their executors,
administrators & assigns, for & during all the rest,
18 residue & remainder of the said term of 1000 years
created by the
19 said thereinbefore recited Indenture freed & discharged
from the Proviso or Condition for Redemption in the said
recited Indenture contained, & from all claim,
20 benefit or advantage whatsoever of him, the said Thos.
Romball, his heirs,
21 executors, administrators or assigns, under or by virtue of

22 the same. But subject, nevertheless,
to the condition for Redemption next thereafter
contained (that is to say)

23 **Proviso** that upon payment by the said Thos. Romball, his
24 heirs, executors, administrators
or assigns, unto the said John Taylor, Thos Taylor & Clement
25 Taylor, their executors,
administrators or assigns, of the said sum of £500 & Interest
26 thereon at £5 per cent
on the 27th June then next, then that the Abstracting
Indenture & every

27 matter & thing therein contained should cease, determine &
be utterly void to
28 all intents, constructions & purposes.

29 **Covenant** by said William Taylor for himself, his heirs,
executors & administrators

30 That he had not done any act to incumber
31 **Covenant** by said Thos. Romball for himself, his heirs,
executors & administrators
32 with said John Taylor, Thos. Taylor & C. Taylor,
33 To pay said principal Sum of £500 & Interest on the said
27th day of June next
34 For quiet enjoyment after default &
35 Free from incumbrances
36 **Executed** by said W. Taylor & Thos. Romball (by
a X mark) &
37 ³³⁸ Attested by 2 Witnesses & Receipt for £500
Indorsed
38 signed by said W. Taylor & witnessed.

page 10:

1 16th & 17th Feby. 1810 ***By Indentures*** of Lease &
Appointment & Release³³⁹
2 ³⁴⁰ of these respective dates the Appointment & Release of the latter
date & made
3 between the said ***Thos. Romball*** of the 1st part, the said ***Thos.***
Hutchins of
4 the 2nd part, the said ***John Taylor, Thos. Taylor & Clement Taylor*** of
5 the 3rd part, ***Isaac Espinasse*** of ***Bexley*** in the said County of Kent
6 & of ***Chancery Lane, London***, Esq. of the 4th part, ***Robert Espinasse***
of the
7 ***Temple, London***, Esq. (a Trustee appointed by & on the part of the

³³⁹ documents 1800-3 & 1800-4

³⁴⁰ "Lease & Release ?? ?? B.T.W.J"

said

8 Isaac Espinasse for the purposes thereinafter mentioned & to
prevent Dower)

9 of the 5th part & *Wm. Cook* of *Clerkenwell* in the county of
Middlesex, Esq.

10 (a Trustee to whom the residue of the term of 1000 years affecting
the

11 hereditaments thereinafter conveyed & assured for better securing
the sum of £500

12 and Interest created in & by the Indenture of Release thereinafter
recited was intended

13 to be assigned in Trust as thereinafter mentioned) of the 6th part.

14 *Reciting* the before Abstracted Indentures of Lease &
Release of the

15 26th & 27th Dec. 1800

16 *And reciting* the last Abstracted Indenture of

Assignment of 27th Dec. 1808

- 17 **And reciting** that said **Thos. Romball** had contracted
 and
18 agreed with the said **Isaac Espinasse** for the absolute Sale to
 him
19 and his heirs of the said hereditaments & premises
 thereafter appointed & released
20 and conveyed & of the fee simple & inheritance thereof at or
 for the
21 price or sum of £900.
22 **And reciting** that said sum of £500 then remained
23 due & owing to the said **John Taylor, Thos. Taylor & C. Taylor**
24 and no more all Interest having been satisfied & paid to the
 day of
25 the date that which the said John Taylor, Thos. Taylor &
 Clement Taylor
26 did thereby admit & acknowledge.

27 *And reciting* that it had been agreed between the said
 Thos.
28 Romball, John Taylor, Thos. Taylor & Clement Taylor & Isaac
29 Espinasse that the sum of £500, part of the purchase money,
30 should be paid to the said John Taylor, Thos. Taylor &
 Clement Taylor
31 in full satisfaction of discharge of the said ?? then due &
 owing to
32 them upon their said recited Security & that the sum of £400,
33 residue of the said sum of £900, should be paid to the said
34 Thos. Romball & that the said hereditaments should, by the
 direction of
35 the said Isaac Espinasse, be conveyed & assured To the uses
 &
36 upon the trusts therein limited & declared of & concerning the

1 the same. And also that the said term of 1000 years should be
2 assigned as thereafter was mentioned.

3 ***It was witnessed*** that, in pursuance & part performance of
4 the said Agreement & in consideration of £500 to said John Taylor,
5 Thos.
6 Taylor & Clement Taylor, at the request & by the direction of the
7 said
8 Thos. Romball (testified &) paid by said Isaac Espinasse at or before
9 the
10 sealing & delivery thereof in full satisfaction & discharge of the said
11 sum of
12 £500 so due & owing to them, the said John Taylor, Thos. Taylor &
13 C.
14 Taylor after or by virtue of the said recited Securities & in part of
15 the said sum of £900, the purchase Money of the hereditaments
16 therein mentioned
17 to be thereby appointed, released & conveyed, or intended so to be

(the receipt of which
12 said sum of £500 in full as aforesaid they did thereby acknowledge,
etc.) And also
13 for & in consideration of £400, residue of the said sum of £900, the
14 Purchase Money as aforesaid, to said Thos. Romball paid by the
said Isaac
15 Espinasse, the payment & Receipt of which said 2 several sums of
£500
16 & £400 (making together the sum of £900, he, the said Thos.
Romball, did
17 thereby admit & acknowledge, etc.) He, the said Thos. Romball,
pursuant to & by force &
18 virtue & in exercise & execution of the power of authority so given,
19 limited & reserved to him by the said in part recited Indenture of
Release
20 of the 27th Dec. 1800 as aforesaid & of all other power & powers,
authority

21 & authorities, whatsoever in him vested or in anywise enabling
him, in
22 that behalf, *Did* by that his Deed or Writing by him sealed &
delivered,
23 in the presence of & attested by the 2 credible persons whose
names
24 were written to be thereupon indorsed as Witnesses to the due
execution thereof
25 by the said Thos. Romball *Direct, Limit & Appoint* That
26 The said several Messuages, Tenements or
27 Dwellinghouses, pieces or parcels of Arable
28 pasture & Wood Ground, Hereditaments &
premises
29 mentioned & described in the said recited
Indenture of

30 Release of the 27th day of Dec. 1800³⁴¹ &
therein

31 expressed so to be thereby granted &
released.

32 And the reversion, etc.

33 *Should*, from thenceforth, remain, continue & be

34 *To* the several uses Upon the Trusts & to & for
35 the interests & purposes therein limited, expressed
& described

36 of & concerning the same.

page 12:

1 ***And it was further witnessed*** that, for the considerations
2 aforesaid & in further pursuance of the said Agreement. And also

in consideration
3 of 10^{sh} apiece by the said *Isaac Espinasse* to the said *Thos. Romball*
&
4 Thos. Hutchins, paid, the respective Receipts whereof were thereby
acknowledged. He,
5 the said Thos. Hutchins, according to his E?? & Interest therein &
by &
6 with the consent & approbation of the said Thos. Romball (testified,
etc.)
7 *Did* bargain, sell, alien & release. And the said Thos. Romball *Did*
8 grant, bargain, sell, alien, release, satisfy & confirm, unto the said
Isaac
9 Espinasse (in his actual possession, etc.) & to his heirs:
10 *All* the before Abstracted Hereditaments &
Premises, by the following description (see back)
Together with all Hereditaments, etc.

11 *And* the reversions, etc.

12 *And* all the Estate, etc.

13 *And* all Deeds, etc.

14 *To hold* the same, with the appurtenances, unto the said
Isaac

Espinasse, his heirs & also

15 *To the several uses* Upon the Trusts & to & for
16 the intents & purposes therein limited & expressed of &
17 concerning the same, that is to say:

18 *To the use* of such person & persons for such
19 Estate & Estates & upon & for such trusts, intents &
20 purposes & with, under & subject to such powers,
provisos,
21 agreements & declarations as the said Isaac Espinasse,
by any
22 Deed or Deeds, Instrument or Instruments in writing,

23 with or without power of revocation or new appointment
24 to be sealed & delivered by him in the presence of, &
25 attested by, 2 or more credible Witnesses, should direct
26 or appoint &, in default thereof & subject thereto.

27 *To the use* of the said I. *Espinasse*, & his assigns,
28 during his life without impeachment of waste. Rem.

29 *To the use* of the said *Robert Espinasse* & his
heirs

30 during the life of the said I. Espinasse,

31 *In trust* for the said I. Espinasse & assigns & to
32 prevent any Wife of the said I. Espinasse from being
33 entitled to Dower out of the said hereditaments, or any
part

34 thereof. And from & after the decease of the said I.
Espinasse,

35 *To the use* of the heirs & assigns of the said Isaac

Rumney Street

Abstract of Title, Rumney Street
Document 1842-1; page 12; 16th & 17th Feb 1810

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36

Espinasse for ever.

On the reverse of both pages 12 and 18 of the Abstract is a detailed description of the property & land which is the subject of these various documents. These are practically a copy of lines 9 to 26 of the Lease dated 16th February 1810 - document 1810-3.

12 said term of
13 1000 years) & also the rents & services from thenceforth payable to
14 the Chief Lord
15 or Lords of the fee in respect of the said premises
16 In further assurance
17 ***And it was further witnessed*** that in further pursuance
18 of the said Agreement & in consideration of £500 so paid to the said
19 ***John Taylor, Thos. Taylor & Clement Taylor*** as aforesaid & also in
 consideration 10s to them paid by the said ***William Cook***,
 the respective receipts whereof were thereby also acknowledged,
 They, the said John
 Taylor, Thos. Taylor & Clement Taylor (at the request & by the

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from here to line 8 on page 14 is a shortened (and much easier to follow) version of lines 41 to 60 of page 3 of the Appointment & Release, document 1810-4

direction
20 of the said **Thomas Romball** testified as aforesaid) (at the
nomination and
21 appointment & with the privity, consent & approbation of the said **I.**
Espinasse, testified as aforesaid) Did bargain, sell, assign, transfer
& set over unto the said William Cook, his Executors,
Administrators & Assigns

22 **All** those said several messuages, tenements or
dwellinghouses, pieces or parcels of arable pasture &
wood ground, hereditaments & premises, thereinbefore
23 appointed, granted & released comprized in the said term
of 1000 years created
24 And all the Estate, etc.
25 by the said Indenture of Release of the 27th December
1800 then vested in them, the said
26 J. Taylor, T. Taylor & Clement Taylor

27 ***To hold*** the same, with the appurtenances, unto the said W.
28 Cook, his executors, administrators & assigns, for & during all the
 rest, residue
29 & remainder then to come & unexpired of the said Term of 1000
30 years freed & absolutely discharged of & from the payment
31 of the said Sum of £500 & the Interest thereof thereinbefore
 mentioned
32 to have been secured to the said John Taylor, Thos. Taylor &
 Clement Taylor,
33 their executors, administrators & assigns, on Mortgage of the said
 hereditaments & premises
34 comprised in the said term of 1000 years.
35 ***In trust, nevertheless***, for the said I. Espinasse,
36 his heirs, appointees & assigns & to be disposed of in the
37 meantime as he, she or they should direct or appoint

1 And to the intent that the same might, from
2 thenceforth, attend the inheritance & protect the same from
3 all ?? charges & incumbrances, if any such there were.

4 **Covenant** by said John Taylor, Thos. Taylor & C. Taylor for
5 themselves severally & respectively, for their several & respective
 heirs,
6 executors & administrators, & not the one for the others or other of
 them but
7 each of them for himself, his heirs, executors & administrators, acts
 & deeds only.

8 That they had not done any Act to incumber.

9 **Executed** by all Parties except said *I*.
10 **Espinasse** & attested as to the execution by
11 said *Thos. Romball* (by a mark), *Robert Espinasse*,
 W. Cook,

17 signed by Thos. Romball & Witnessed.

29th Nov. 1828
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18 ***By Indenture*** of this date made between said ***Isaac***
Espinasse

19 of the 1st part, ***James Espinasse*** of ***Grays Inn***, Esquire, of the 2nd part
20 and ***Robt Espinasse*** of ***Mitre Court Buildings, London***, Esq., of the
3rd part.

21 ***It is witnessed*** that in consideration of the natural love &
affection

22 of the said I. Espinasse for & towards his son, the said James
Espinasse,
23 He, the said I. Espinasse, *Did* thereby grant, bargain, sell, alien,
24 ³⁴⁷ release & confirm unto the said James Espinasse (in his actual
possession, etc.
25 and to his heirs & assigns.
26 *All* those 2 Cottages with the Yards,
27 Gardens & outbuildings thereto belonging situate
28 in Rumney Street, in the Parish of Shoreham
29 in the said County of Kent, then or then late in
30 the occupation of *David Brann* or his
31 undertenants as Tenant thereof, to the said
32 Isaac Espinasse.

³⁴⁷note: "The want of the ?? of his Power of appointment is not
now mentioned either? L. ??"

33 *Together* with all ways, etc.

34 *And* the Reversion, etc.

35 *And* all the Estate, etc.

page 15:

1 *To hold* the same to the said James Espinasse, his heirs &
assigns,

2 *To such Use & Uses* & to & for such Estate &
Estates

3 and upon such Trusts & chargeable in such
4 manner & subject to, with & under such powers,
5 provisos, conditions, limitations, declarations &
agreements as the
6 said James Espinasse, at any time or times, by any Deed
7 or Deeds, Instrument or Instruments, in writing to be
8 sealed & delivered by him, should direct, limit or appoint

9 And in default of & until & subject to any & every
10 such appointment.

11 **To the use** of the said Ja^s Espinasse, & his assigns,
during

12 his natural life without impeachment of waste, Rem.

13 **To the use** of the said Robert Espinasse, his
executors and

14 administrators, during the life of the said James
Espinasse,

15 **In trust** for the said James Espinasse & assigns,
16 & to prevent Dower. And subject to the several uses
aforesaid.

17 **To the use & behoof** of the said J^{s348} Espinasse,

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the abbreviation here is just "J^s" which could be mistaken for "I"
for Isaac but, in the original, the full name "James" is given

18 his heirs & assigns, for ever.
19 **Covenant** by said Isaac Espinasse, for himself, his heirs,
executors
20 and administrators, with said Jas Espinasse, his heirs, appointees
& assigns, that the said hereditaments
21 should for ever thereafter remain to the uses aforesaid.
22 For quiet enjoyment
23 For further assurance
24 Executed by said Isaac Espinasse and
25 attested by **Isabella Espinasse**

11th & 12th May 1834

26 **By Indentures** of Lease & Release of these respective
 dates

27 ³⁴⁹ the Release of the latter date & made between the said Jas.
28 Espinasse therein described as then of Grays Inn & then of **Mitre**
29 **Court** in the in the City of **London**, Esquire, Barrister at Law, the
 only

30 Son & Heir at Law & in Gavelkind & also sole Devisee named
31 ³⁵⁰ in the last Will & Testament of the said **I. Espinasse** theretofore of
32 **Bexley**, in the County of Kent, & Chancery Lane, London, but then

³⁴⁹ note: "Lease & Release ?? ?? " initialed "B.T.N.J."

³⁵⁰ note: "The Will of Mr. Isaac Espinasse should be seen? But probably says 'By . . ' ?? more sufficiently ?? acquainted with the Will by reason of a late purchase made by ?? Burton of Mr. James Espinasse"

Document 1842-1; page 16; 11th & 12th May 1834

33 late of ***Hextable House*** in the parish of ***Sutton at Hone*** in
34 the said County of Kent, Esq., deceased, & ***Susanna Elizabeth***, the
35 wife of the said James Espinasse of the 1st part & ***James Black***
36 ***Miskin*** of ***Dartford*** in the said County of Kent, Brewer, of the 2nd

page 16:

1 part & ***John Verrier***, of ***Dartford*** aforesaid, Gentleman, of the 3rd
part.
2 ***Reciting*** the before Abstracted Indentures of Lease &
Appointment &
3 Release of 16th & 17th February 1810 & Deed of Gift of 29th
November
4 1828³⁵¹.
5 ***And reciting*** that the said ***James Espinasse***, by

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documents 1810-3, 1810-4 & 1828

6 the authority of his said Father & on behalf of himself & his said
7 Father, in or about the 26th December then last, by a letter or
8 Memorandum in writing, agreed with the said **J. B. Miskin**
9 for the sale, to him, of the fee simple & inheritance of & in
10 the whole of the hereditaments thereinbefore particularly
mentioned & described,
11 the whole of the hereditaments therein after particularly mentioned
& described
12 & intended to be thereby conveyed, with the appurtenances, free
from all
13 Incumbrances (except quit Rents, if any) for the sum of £425.

14 **And reciting** that the said **Isaac Espinasse**, by
15 his last Will & Testament in writing, bearing date on or
16 about the 18th Sept. then last & duly executed for ?? Real Estates
17 Gave, Devised & Bequeathed, to his dear Son, the said **James**
18 **Espinasse**, All his Estates & Property, of every kind & description,
19 to him & his heirs & assigns, for ever, Subject nevertheless &

Document 1842-1; page 16; 11th & 12th May 1834

charged

20 & chargeable to & with one Annuity or Yearly Rent Charge
21 of £200 a year to his much loved Daughter in Law, the
22 said ***Susanna Elizabeth Espinasse***, his Wife, for & during the
23 Term of her natural life in manner following, that is to
24 say, £40 a year, part of the said sum quarterly from the
25 time of his, the said testator's, death when his said son would
26 become intitled to all his Property & to & for her sole &
27 separate use in case of his death that she would immediately
28 become entitled to the whole sum of £200 yearly by
29 quarterly payments for the full end & term of her natural
30 life & to be taken & received, by her, for & in lieu of Dower &
31 as a jointure to be enjoyed by her. And he thereby appointed
32 his said Son & Daughter in Law Executor & Executrix of his said
will.

33 ***And reciting*** that the said ***Isaac Espinasse*** departed

34 this life on or about the 14th day of February then last without
35 altering or revoking his said will & the same was proved in
36 the Prerogative Court of Canterbury by the said James Espinasse
37 & Susanna Elizabeth, his Wife, on the 17th day of March then last

page 17:

1 ***And reciting*** that the said parties thereto had agreed
2 that the said Agreement for Sale should be carried into
 execution
3 and the said ***J. B. Miskin*** had requested that the said
 hereditaments
4 might be conveyed to the uses hereinafter mentioned. (See

Back)³⁵²

5 *And is further Witnessed* that, in further pursuance of the said
6 Agreement & in consideration
7 of £425 to them, the said *James Espinasse & Susanna Elizabeth, his*
8 *wife,*
9 paid, by the said *J. B. Miskin* the receipt whereof, in full, for the
 absolute purchase
 of the fee simple & inheritance free from all incumbrances (except
 Quit rents,
 if any) & particularly free from the said Annuity or yearly Rent

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this note is written here; see page 284 of this document for the section written on the back of this page of the Abstract which appears in this position in the original document. It was probably either omitted by mistake or the first person producing the abstract did not think it necessary to include it.

charge

10 and all Dower & Free bench of her, the said Susanna Elizabeth
Espinasse (if
11 any) of & in the hereditaments & premises thereafter mentioned
& described & intended to
12 be thereby conveyed, with the appurtenances, They, the said J.
Espinasse & S.
13 Elizabeth, his wife, did thereby admit & acknowledge & of & from
the same,
14 and every part thereof, Did acquit, release & discharge the said **J.**
B.
15 **Miskin**, his heirs, executors, administrators, appointees & assigns,
for ever, by these
16 presents. **He**, the said **James Espinasse**, did thereby grant,
bargain, sell,
17 alien, release & confirm And to the intent that the said
hereditaments &

18 premises might be full & effectively released & discharged from the
said

19 Annuity or yearly Rent Charge of £200 so charged by the said Will
20 of the said Isaac Espinasse, deceased, & payable to the said **S.**
Elizabeth

21 **Espinasse** as aforesaid & of & from all Dower thirds & freebench &
right &

22 title of or to Dower thirds or free bench (if any) Which she, the said
S. E.

23 Espinasse, then had or could, should or might at any time or times
24 thereafter have claim, challenge or demand of, in, to or out of the
said

25 hereditaments & premises, She, the said Susanna E. Espinasse, Did
thereby

26 grant, bargain, sell, remise, release, quit claim & confirm unto the
said

27 J. B. Miskin (in his actual possession etc.) & to his heirs & assigns,

28 **All** the before Abstracted hereditaments & premises by
the ?? ?? ??

29 Together with all houses, etc.

30 **And** the reversions, etc.

31 **And** all the Estate, right, title, interest, use,
32 trust, inheritance, expectancy, Charge, benefit,
33 property, possession, claim & demand whatsoever of
them,

34 the said J. Espinasse & Susanna E. Espinasse,
35 his Wife, or either of them, both at Law & in
36 equity of, in, to or out of the said hereditaments &
premises,

page 18:

1 & every or any part thereof.

2 Together with all Deeds, etc.

3 *To hold* the same, with the appurtenances, freed & absolutely
4 discharged
5 of & from the said Annuity or yearly Rent charge of £200
6 of & from all Dower thirds & freebench & right & title of or to
7 dower thirds or freebench (if any) of her, the said Susanna Elizabeth
8 Espinasse, of, in, to or out of the same unto the said J. B.
9 Miskin, his heirs & assigns.
10 To the uses upon the Trusts & for the ends, intents
11 and purposes thereafter mentioned, expressed & declared of
12 & concerning
13 the same. Declared that as well the direction, limitation &
 appointment as the grant, Release & confirmation
 thereinbefore contained should enure
 To the use of such person & persons, for such Estate
 & Estates, interest & Interests, upon such trusts & for such
 ends, intents

14 & purposes & charged & chargeable in such manner & form
15 & either absolutely or conditionally & in such manner in every
16 respect as the said J. B. Miskin should, at any time or
17 times & from time to time thereafter, by & Deed or Deeds,
18 with or without power of revocation & new appointment
19 to be, by him, duly executed, direct limit or appoint of or
20 concerning the same, or any part thereof, & for want or in
default of
21 and in the mean time until the same should be made &
subject to any partial direction
22 To the use of the said *J. B. Miskin*, for
23 the term of his natural life Rem^{r353}
24 To the use of the said *John Verrier* & his heirs during
25 the natural life of the said J. B. Miskin.

page 19:

1 Free from incumbrances
2 For further Assurances by him, said J.
Espinasse,
3 & Susanna Eliz. Espinasse, all persons
4 claiming under him or his Father
5 ***Executed*** by said James Espinasse & S.E.,
6 his Wife, & attested by 2 Witnesses & Receipt
7 for £425 Endorsed, signed by Espinasse &
Wife
8 & Witnessed. And Memorandum of
Acknowledgement written
9 in the Margin & signed.

page 19 of Abstract continued on page 287

The following was written on the back of page 17 of the Abstract:

1 It is by the now abstracting Indenture Witnessed that, in pursuance
of the said agreement,
2 and for the valuable consideration thereafter mentioned to be
paid to the said J. Espinasse & Susanna Elizabeth, his wife, **He**,
the said J. Espinasse, in pursuance & exercise of the power &
authority
3 ³⁵⁴ to him given & reserved in & by the said thereinbefore recited
Indenture of Release of the 28th day
4 of November 1828. And as to & concerning such parts of the
hereditaments thereafter described as were comprised
5 in such last mentioned Indenture of Release & in pursuance &

³⁵⁴

q. 29th? but not material J.A. If it was the 29th, it would refer to the Conveyance of that date (document 1828). No document dated 28th is included in the batch of documents investigated

6 exercise of all & every other
powers & power, authorities & authority him thereunto enabling
Did, by that present
7 Deed by him Sealed & Delivered in the presence of, & attested by,
the 2 credible persons
8 whose names were intended who endorsed them as Witnesses to
his sealing & delivery
9 thereof absolutely & irrevocably Direct, Limit & Appoint that the
said
10 Messuages or Dwelling Houses & Hereditaments Comprised in the
said therebefore recited Indenture of
11 the 28th day of November 1828 being part of the hereditaments
thereinafter particularly mentioned & described &
12 granted & released with the appurtenances. **And** the reversion &
reversions, etc. Should all, from
13 thenceforth go, remain, continue & be To the uses & upon the
Trusts

14 thereinafter mentioned & declared.

15 County of
Kent, Gent., of the 2nd part, the said **James Espinasse &**
16 **Susanna Elizabeth**,
his Wife, of the 3rd part & the said **J. B. Miskin** of the 4th
part.

17 *Reciting* the before Abstracted Indenture of the 26th
& 27th Dec.
18 1800, the 27th Dec. 1808 & the 16th & 17th Feb. 1810
19 And reciting the will of the said **J. Espinasse** &
his death
20 And reciting Indentures of Lease & Release last
abstracted
21 And reciting that the said **J.B. Miskin** had
requested that
22 the said hereditaments & premises should be
assigned to the said W.C. Fooks for
23 the residue of the said term of 1000 years. In trust for

33 hereditaments as were comprised in the
said term of 1000 years
& were then vested in ?? said Wm.
Cook for the residue thereof
34 Together with all houses
35 And the reversion, etc.
36 And all the Estate, etc.
37 To hold the same, with the appurtenances, unto the
said W.C.
38 Fooks, his administrators & assigns, for all the
unexpired residue of

page 20:

1 the said Term of 1000 years created by the said
thereinbefore
2 recited Indenture of the 27th day of December 1800.
3 *Upon trust* nevertheless for the said *J. B. Miskin,*

4 his heirs, appointees as aforesaid & to be assigned &
disposed of as
5 he or they should, from time to time, direct & in the
6 meantime to attend the Inheritance, etc.

7 ***Covenant*** by said ***W. Cook***

8 That he had not done any Act to incumber

9 ***Executed*** by said W. Cook, James
Espinasse
10 & S. E. Espinasse, his Wife & attested by
2
11 Witnesses.

12 Signed by Wm. Cook in the presence of
13 B. Hooker of Ostende
14 F.? Randall of Ostende.

15 I have perused this Abstract on behalf of the Purchaser; and

16 subject to the following observations and to those in the margin, I
17 am of Opinion that a good Title is deduced to Mr. Miskin, the Vendor,
18 according to the purchase Contract.

19 The Contract Stipulates that the Abstract shall commence with
20 the Conveyance of 1800; and that its recitals, carried back the title
21 to the date of the Will of John Small dated 1784.

22 The recital of the Will of John Small, in the above mentioned
23 Conveyance³⁵⁶, only sets out the gifts of the legacies to his Daughters, and
24 of the Annuity to his Wife and does not state the devise to his Son
25 but in the description of the latter in such Conveyance, he is stated to be
26 only son and Heir at Law and Devisee in fee simple and sole Executor

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see line 20 on page 1 of the Abstarct (page 216 of this transcript)

27 under the Will. I think that, after the length of time, and the different
28 Sales that have been made of the Property, that statement in the
Conveyance
29 might be safely relied on; 'though it would be more satisfactory to
30 inspect the Will at Doctors Commons or wherever it may be proved.

31 The purchase Contract contains two Cottages in the Parish
32 of Kingsdown, and one Cottage and a Public House in the Parish
33 of Shoreham; but the only Buildings mentioned in the title Deeds are
34 two Messuages or Tenements in the Parish of Shoreham. An explanation
35 therefore is necessary on this head.

(see Back)³⁵⁷

back of page 20:

1 The last Conveyance described the Premises as in the Parishes of
2 Shoreham and Kingsdown but the earlier Deeds speak of the Parishes
3 of Shoreham and Mabscome in Kingsdown. What is the reason
4 for the variation?

5 The usual search should be made in the office in the Common
6 Pleas established under the Act 1st and 2nd Vict: ?? to ascertain that
7 no incumbrances appear against the Vendor.

8 The Vendor, who is the only necessary conveying party, will
 appoint
9 and convey in the usual manner: and the attendant term vested in
10 his Trustee, Mr. Fooks, should be assigned to a Trustee for the Purchaser.

J?? Farmer

Grays Inn

15th April 1842

Rumney Street

Abstract of Title, Rumney Street
Document 1842-1; page 20 & reverse

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Rumney Street Release of Freehold Hereditaments 30th July 1842
Document 1842-2

296

James Black Miskin, Esq.	}	Release of Freehold
	}	Hereditaments at
to	}	Kingsdown & Shoreham
	}	in the County of Kent
Capt. James Ryder Burton	}	

This Indenture³⁵⁸ made the thirtieth³⁵⁹ day of July one thousand eight hundred and forty two ***Between James Black Miskin of Dartford*** in County of Kent, Brewer, of the first part, ***James Ryder Burton of Park Square, Regents Park*** in the County of Middlesex, a Captain

358 decorated

359 date added later

in the Royal Navy, of the second part and **Lloyd
Salisbury**

4 **Baxendale** , of **Great Winchester Street**³⁶⁰ in the
City of **London**, Esquire, of the third part. **Whereas**
by Indentures of Lease

5 and Release³⁶¹ bearing date respectively the eleventh and twelfth days of
May one thousand eight hundred and thirty four, the Release made
between **James Espinasse** therein described and

6 **Susannah Elizabeth, his wife**, of the first part, the said **James Black Miskin**
of the second part and **John Verrier**, therein described of the third part. For

³⁶⁰ in the Assignment of the same date (1842-3) Arthur Thomas
Upton who was a trustee for James Ryder Burton also came from
Great Winchester Street

³⁶¹ documents 1834-5 and 1834-6

the considerations therein
7 mentioned the messuages or tenements, pieces or parcels of land and
hereditaments hereinafter described and intended to be hereby appointed,
granted and released were conveyed and assured unto
8 the said James Black Miskin, his heirs and assigns, To the use of such
person and persons, for such estate and estates, interest and interests,
upon such trusts and for such ends, intents and purposes
9 and charged and chargeable in such manner and form and either
absolutely or conditionally and in such manner, in every respect, as the
said James Black Miskin should, at any times or times and from
10 time to time thereafter, by any deed or deeds, with or without power of
revocation and new appointment to be, by him, duly executed, direct, limit
or appoint and for want or in default thereof and
11 in the meantime until the same should be made and subject to any partial
direction, limitation or appointment. To the use of the said James Black
Miskin, and his assigns, for life remainder
12 To the use of the said John Verrier and heirs during the life of the said

Document 1842-2

James Black Miskin. In trust, nevertheless, for the said James Black Miskin and his assigns with remainder To

13 the use of the said James Black Miskin, his heirs and assigns forever.

And whereas the said James Ryder Burton has contracted and agreed with the said James Black Miskin for the

14 absolute purchase of the said messuages or tenements, pieces or parcels of land and hereditaments hereinafter described and intended to be hereby appointed, granted and released with the appurtenances

15 and the inheritance thereof, in fee simple, free from all incumbrances at or for the price or sum of Seven hundred and seventy five pounds including the timber thereon. ***Now this***

16 ***Indenture witnesseth*** that, in pursuance of the said recited Contract and for and in consideration of the sum of Seven hundred and seventy five pounds of lawful money of Great Britain

17 to the said James Black Miskin in hand well and truly paid by the said

James Ryder Burton at or immediately before the execution of these presents, the receipt of which said sum the said James
18 Black Miskin doth hereby admit and acknowledge and of and from the same, and every part thereof, doth hereby acquit and for ever discharge the said James Ryder Burton, his heirs, executors, administrators
19 and assigns. *He*, the said James Black Miskin, in pursuance of the power or authority given, limited or reserved to him in and by the said recited Indentures of Lease and Release of the eleventh and
20 twelfth days of May, one thousand eight hundred and thirty four³⁶² and by force and virtue thereof and of every other power or authority to him given, limited or reserved in him vested or in anywise
21 enabling him in this behalf *hath* directed, limited and appointed and by this present deed or instrument in writing duly executed by him, *Doth* direct, limit and appoint *That* the messuages or

22 tenements, pieces or parcels of land and hereditaments hereinafter
described and intended to be hereby granted and released, with the
appurtenances thereto belonging, shall from henceforth go,
23 remain and be *To the uses* hereinafter limited and expressed concerning
the same. ***And this Indenture further Witnesseth*** that in further
pursuance of the said recited
24 Contract and for the consideration hereinbefore expressed, He, the said
James Black Miskin, ***hath*** granted, bargained, sold, aliened, released and
confirmed, And by these presents made in
25 pursuance of an Act of Parliament, passed in the fourth year of the Reign
of Her Majesty Queen Victoria, intituled "An Act for rendering a Release as
effectual for the Conveyance of Freehold
26 Estates as a Lease and Release by the same Parties" ***Doth*** grant, bargain,
sell, alien, release and confirm unto the said James Ryder Burton and his
heirs ***All*** those two several brick

27 built messuages, tenements or dwellinghouses now or heretofore called or
known by the name of **Hannes Nick** otherwise **Hannick** but one of which
said messuages is now better called or
28 known by the name of the **Fox and Hounds**, with the yards, gardens,
orchards and four acres (more or less) of arable land thereunto belonging
and now, or heretofore, used, occupied or
29 enjoyed therewith, with all and every the appurtenances to the said
messuages, tenements or dwellinghouses belonging or appertaining
which said messuages, tenements or dwellinghouses,
30 land, hereditaments and premises are together situate, lying and being at
a place called **Rumney Street** in the parish of **Shoreham** in the said County
of Kent and were heretofore in the
31 several tenures, holdings or occupations of **William Small**, **Thomas Small**
and **Michael Saker**, or some or one of their assigns or undertenants and
which said
32 messuages, tenements or dwellinghouses and garden ground thereunto
belonging were some time since in the several tenures or occupations of

33 *Thomas Broomfield* and *William Smith*, or one
of them, their or one of their undertenants or assigns, after that of the said
William Smith and *Thomas Ashdowne* since of *David Brann* or his
34 undertenants afterwards of *George John Dickens*
or of ³⁶³ *Reeves* as his undertenant and are now in the tenure or
occupation of *Richards*, or his undertenants, and the said Arable
35 land was formerly in the tenure or
occupation of *William Small* after that of *Thomas Rombell*, his assigns or
36 undertenants, since of the said George John Dickens or of the said
Reeves, his undertenant, and now
of the said *Richards*. And also all those seven pieces or parcels of
arable pasture and wood ground hereinafter mentioned, that is to say, **All**

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space left here, as it was in the Lease and Release (documents 1834-5 and 1834-6) for first name which was not entered. There is a similar blank before the surname "Richards".

that piece or parcel of
37 land with the appurtenances called by the name of ***Luwest***³⁶⁴ containing
by estimation eight acres, more or less. And also All that piece or parcel of
land with the appurtenances called

38 by the name of ***Pittfield*** containing, by estimation, seven acres, more or
less. And also All that piece or parcel of wood ground with the
appurtenances called by the name of ***the Coppice***
39 containing, by estimation, three acres, more or less. And also All that
piece or parcel of land with the appurtenances called by the name of
Dickfield containing, by estimation, four
40 acres, more or less. And also All that piece or parcel of Land called or
known by the name of ***Rye Croft*** containing, by estimation, three acres,

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“Lowest” here but “Luwest” in other documents; this part of this document, up to the end of line 42, is a direct copy of the Lease of 1834

more or less. And also All that piece
41 or parcel of land called or known by the name of the *Upper Brooms*
containing, by estimation, five acres, more or less. And also All that piece
or parcel of Woodland called or
42 known by the name of *the Coppice* containing, by estimation, three acres,
more or less. And also all those two cottages or tenements which have
been erected and built by the
43 said James Black Miskin upon the said pieces or parcels of land, or on
some part thereof, with the gardens and appurtenances thereto belonging.
All which said several last
44 mentioned lands and premises contain, in the whole, by estimation, thirty
three acres, more or less, and are situate, lying and being in the several
parishes of *Shoreham* and
45 *Mabscomb* in *Kingsdown* in the said County of Kent, or one of them, and
were formerly in the occupation of *George Richardson*, since that of *John*
Small, deceased, afterwards of
46 *William Small*, deceased, after that of the said *Thomas Rombell*, his

undertenants or assigns, and are now in the tenure or occupation of
Glover or

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47 his undertenants or by whatsoever other names or name,
quantities, qualities, boundaries or other descriptions the same several
premises now are,
48 or heretofore have been, called, known or distinguished and all other the
lands and hereditaments (if any) conveyed to the said James Black Miskin
by the said recited
49 Indentures of Lease and Release of the eleventh and twelfth days of May
one thousand eight hundred and thirty four. And all houses, outhouses,
edifices, buildings, Barns, stables, stalls, gardens, orchards, commons,
commons of pasture

page 2:

1 **Ways**, waters, watercourses, timber and other trees, woods,
 underwoods and the ground and soil thereof, profits, privileges,
 emoluments, advantages, rights, members and
2 appurtenances to the said several messuages or tenements,
 lands and hereditaments belonging or in any wise appertaining
 or used or enjoyed
3 therewith or accepted, reputed, deemed taken or known as part, parcel or
 member thereof or of any part thereof. And the reversion and reversions,
 remainder and remainders, yearly and other
4 rents and profits thereof and of every part thereof. And all the estate,
 right, title, interest, use, trust, property, possession, claim and demand
 whatsoever both at Law and in Equity of
5 him, the said **James Black Miskin**, in, to or out of the same hereditaments
 and premises, respectively and every or any part thereof. Together with all
 deeds, evidences and writings relating

6 to or concerning the said hereditaments, or any of them, which are now in
the possession or power of the said **James Black Miskin** or which he can
obtain without Suit at Law or

7 in equity. **To have and to hold** the said messuages or tenements,
pieces or parcels of land and hereditaments. And all and singular other
the premises hereinbefore described and intended to be

8 hereby granted and released with their, and every of their, rights, members
and appurtenances unto the said James Ryder Burton and his heirs for
ever. *To the uses* and Upon the

9 trusts hereinafter declared concerning the same. *And it is* hereby agreed
and declared by the said parties to these presents that the direction,
limitation and appointment and also the said

10 Grant, Release and other assurance, hereinbefore contained and hereby
respectively made as aforesaid, shall operate and occur To the use of such
person or persons and for such

- 11 estate or estates Upon such trusts and for such intents and purposes and
with, under and subject to such powers, provisos, agreements and
12 declarations as the said James Ryder
Burton, by any deed or deeds, writing or writings, with or without power of
revocation to be by him duly executed, shall, from time to time or at any
time, direct, limit or
- 13 appoint. And in default of and until such direction, limitation or
appointment and so far as every such direction, limitation or appointment
shall not extend *To the use* of the
14 said James Ryder Burton, and his assigns, during his life without
impeachment of waste and after the determination of that estate by
forfeiture, or otherwise, in his life time.
- 15 To the use of the said **Lloyd Salisbury Baxendale**, and his heirs, during the
life of the said James Ryder Burton. In trust for him, the said James Ryder
Burton and

16 his assigns, during his life and immediately after the determination of the
estate hereinbefore limited. To the use of the said Lloyd Salisbury
Baxendale, and his heirs, during
17 the life of the said James Ryder Burton as aforesaid. *To the use* of him,
the same James Ryder Burton, his heirs and assigns, forever. **And** the
said James Ryder
18 Burton hereby declared that no Wife whom he shall hereafter marry and
who will become his Widow shall be entitled to Dower out of the said
messuages or

19 tenements, land and hereditaments or any part their of respectively. **And**
the said James Black Miskin doth hereby, for himself, his heirs, executors
and administrators, Covenant,
20 promise and agree with and to the said James Ryder Burton, his heirs,
appointees, executors, administrators and assigns, in manner following,

that is to say, That for and
21 notwithstanding any act, deed, matter or thing by him, the said James
Ryder Burton, at any time or times heretofore, made, done, committed,
occasioned or suffered to the contrary the
22 power or authority so given or reserved to him, the said James Black
Miskin, in or by the said recited Indentures of Lease and Release of the
eleventh and twelfth days of May
23 One thousand eight hundred and thirty four³⁶⁶, hath not at any time
heretofore been in any manner released, exercised, suspended or
otherwise become void or voidable but that it is, at the
24 time of the sealing and delivering of these presents, in full force and effect.
And also that for and notwithstanding any such act, deed, matter or thing
as aforesaid, the said James
25 Black Miskin now hath in himself good right, full power and lawful

authority to limit and appoint, grant, release and assure the said
messuages or tenements, pieces or parcels of
26 land and hereditaments hereby appointed, granted and released, or
intended so to be, with the appurtenances, unto the said James Ryder
Burton, his heirs and assigns. To the use and in
27 manner aforesaid. And also that it shall and may be lawful to and for the
said James Ryder Burton, his heirs, appointees and assigns, from time to
time and at all times hereafter,
28 peaceably and quietly, to have, hold, occupy, possess and enjoy all and
singular, the said messuages or tenements, pieces or parcels of land and
hereditaments respectively hereinbefore appointed,
29 granted and released, or expressed or intended so to be, with their
respective appurtenances, and to receive and take the rents, issues and
profits thereof for his and their own use and benefit
30 without any let, suit, trouble, denial, claim, demand, interruption or
eviction whatsoever of or by him, the said James Black Miskin, or his heirs
or of, from or by, any person or persons

31 whomsoever lawfully or equitably claiming. or to claim by, from or under
him, them, or any of them. *And* that free and clear and freely and clearly
and absolutely acquitted, exonerated, released
32 and for ever discharged or otherwise by the said James Black Miskin, his
heirs, Executors and administrators, well and sufficiently saved, defended,
kept harmless and indemnified of, from
33 and against all and all manner of former and other gifts, grants, bargains,
sales, assignments, titles, troubles, debts, judgements, executions,
incumbrances, claims and demands, whatsoever
34 at any time or times heretofore or to be at any times or times hereafter had
made, executed, occasioned or suffered by the said James Black Miskin
and his heirs and all and every other
35 lawfully or equitably claiming by, from under or in trust for him, them or
any of them. *And further* that he, the said James Black Miskin, and his
heirs and all and every other

36 person or persons having or claiming or who shall, or may, hereafter have
or claim any estate, right, title, interest, use, trust, property, claim and
demand whatsoever, either at Law or in

37 Equity, in, to or out of the said messuages or tenements, pieces or parcels
of land and hereditaments hereinbefore appointed, granted and released,
or intended so to be, or any of them,

38 or any part thereof respectively by, from under or in trust for him, the said
James Black Miskin shall and will from time to time, and at all times
hereafter, upon every reasonable

39 request and at the proper costs and charges of the said James Ryder
Burton, his heirs, appointees or assigns, make, do and execute or cause or
procure to be made, done and executed

40 all such further and other lawful and reasonable acts, deeds, conveyances
and assurances in the Law, whatsoever, for the further and more perfectly,
granting, conveying and assuring the

41 said messuages or tenements, pieces or parcels of land and hereditaments
hereinbefore appointed or assigned, granted and released, as aforesaid,
and every part thereof, with the appurtenances, unto and
42 to the use of the said James Ryder Burton, his heirs, appointees or assigns,
or as he, or they, shall direct as by the said James Ryder Burton, his heirs,
appointees or assigns, or
43 his or their Counsel shall be lawfully or reasonably devised or advised and
required. **And** the said James Ryder Burton doth hereby, for himself, his
heirs, executors and
44 administrators, Covenant and agree with and to the said James Black
Miskin, his executors, administrators and assigns, in manner following,
that is to say, That he, the said
45 James Ryder Burton, his heirs, appointees or assigns, shall and will, for
ever hereafter, use his and their best endeavours to keep open the said
messuage, tenement or
46 Dwellinghouse called or known by the name or sign of "The Fox and
Hounds" expressed to be hereby appointed, executed and released, as a

Beer house or Public house.

47 And also that all the Beer, Ale and Porter which shall or may be drunk or
consumed therein or thereupon or supplied therefrom shall be purchased
by his or their

48 Tenant or Tenants of and from the said James Black Miskin, his executors,
administrators or assigns. *In witness* whereof the said parties to these
presents have hereunto

49 set their hands and seals the day and year first above written.

JB Miskin (seal)

space for another seal but that of
James Ryder Burton is not affixed here

Received the day and year first within written of and }
from the within named James Ryder Burton the sum }
of Seven hundred and seventy five pounds being the } £775. 0. 0
consideration money within mentioned now to be paid by him }
to me }

Rumney Street Release of Freehold Hereditaments 30th July 1842
Document 1842-2

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Witness

Alfred Russell

JB Miskin

Signed, Sealed and delivered by the within named }
James Black Miskin in the presence of }
Alfred Russell

Solicitor
Dartford

Henry Johnson

clerk to ?? Baxendale & Co.

John ?? Winchester ??

Henry Johnson

Assignment of an Attendant Term of 1000 Years 30th July 1842

Document 1842-3

Mr. Wm. Cracroft Fooks ³⁶⁷ by	}	
the direction of James Black	}	<i>Assignment</i> of
Miskin, Esq.	}	an attendant Term of 1000
to	}	years in Freehold heredit.
Mr. Archer ³⁶⁸ Thomas Upton	}	at Kingsdown and Shoreham
a Trustee for Capt. James	}	in the County of Kent
Ryder Burton	}	

³⁶⁷ In the Assignment of Term dated 12 May 1834 this name is definitely “Cracroft”; although here is written “Cranoft” the earlier name is used throughout

³⁶⁸ looks like “Archer” rather than “Arthur” (as would be expected as a man’s first name) throughout but since Arthur Thomas Upton appears in other documents, they are taken as the same person.

Assignment of an Attendant Term of 1000 Years 30th July 1842

Document 1842-3

This Indenture³⁶⁹made the thirtieth³⁷⁰ day of July one thousand eight hundred and forty two ***Between James Black Miskin***2 of ***Dartford*** in County of Kent, Brewer, of the first part, ***William Cracroft Fooks*** of Dartford aforesaid, Gentleman,3 of the second part, ***James Ryder Burton*** of ***Park Square, Regents Park*** in the County of Middlesex, a Captain in the4 Royal Navy, of the third part and ***Arthur Thomas***

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decorated

370

date added later

Assignment of an Attendant Term of 1000 Years 30th July 1842

Document 1842-3

Upton of **Great Winchester Street**³⁷¹ in the City of
London,

5 Gentleman, of the fourth part. **Whereas** by Indentures of Lease and
Release³⁷² bearing date respectively the twenty sixth and twenty seventh
6 days of December one thousand eight
hundred, the Release made between **William Small** therein described of
the first part, **Thomas Romball** therein also described of the second part,
William Taylor, therein also described
7 of the third part and **Thosmas Hutchins**, Gentleman of the fourth part and
Christopher Farrant and **Ann, his Wife, George Brooker** and **Mary, his wife,**

³⁷¹ in the Release of the same date (1842-2) Lloyd Salisbury
Baxendale also came from Great Winchester Street

³⁷² documents 1800-1 and 1800-2

Assignment of an Attendant Term of 1000 Years 30th July 1842

Document 1842-3

therein respectively described

8 and **Mary Small**, Widow, of the fifth part for the considerations therein
mentioned. All those two several brick built messuages, tenements or
dwellinghouses commonly called or known

9 by the name of **Hannes Nick** otherwise **Hannick** with the yards, gardens,
orchards and four acres, more or less, of Arable land thereunto belonging
and then or theretofore, used,

10 occupied or enjoyed therewith, with all and every the appurtenances to
the said messuages, tenements or dwellinghouses belonging or
appertaining. All which said messuages, tenements

11 or dwellinghouses, land, hereditaments and premises are together situate,
lying and being at a place called **Rumney Street** in the Parish of **Shoreham**
aforesaid in the said County of

12 Kent and were theretofore in the several tenures, holdings or occupations
of **William Small** and **Thomas Small** and **Michael Saker**, or some or one of

Assignment of an Attendant Term of 1000 Years 30th July 1842

Document 1842-3

them, their or some or
13 one of their assigns or undertenants which said messuages, tenements or
dwellings and garden ground thereunto belonging were then and for some
time past had been in the several
14 tenures or occupations of **Thomas Broomfield** and **William Smith**, or one of
them, their or one of their undertenants or assigns, and the said Arable
land was then or late in the
15 tenures or occupations of the said **William Small**, party thereto, his assigns
or undertenants. And also all those seven pieces or parcels of Arable
pasture and Wood ground therein

16 after mentioned, that is to say, All that piece or parcel of land with the
appurtenances called by the name of **Luwest** containing by estimation
eight acres, more or less. And also
17 all that piece or parcel of land with the appurtenances called by the name

Assignment of an Attendant Term of 1000 Years 30th July 1842

Document 1842-3

of **Pittfield** containing, by estimation, seven acres, more or less. And also
all that piece or parcel
18 of Wood ground with the appurtenances called by the name of **the**
Coppice containing, by estimation, three acres, more or less. And also all
that piece or parcel of land
19 with the appurtenances called by the name of **Dickfield** containing, by
estimation, four acres, more or less. And also all that piece or parcel of
Land called or known by the name of **Rye**
20 **Croft** containing, by estimation, three acres, more or less. And also all that
piece or parcel of land called or known by the name of the **Upper Brooms**
containing, by estimation, five
21 acres, more or less. And also all that piece or parcel of Wood ground
called or known by the name of **the Coppice** containing, by estimation,
three acres, more or
22 less. All which said last mentioned lands and premises contained, in the
whole, by estimation, thirty three acres, more or less, and were situate,

Assignment of an Attendant Term of 1000 Years 30th July 1842

Document 1842-3

lying and being in the
23 several parishes of *Shoreham* and *Mabscombe* in *Kingsdown* in the said
County of Kent and were formerly in the occupation of *George Richardson*,
afterwards of *Robert*
24 *Richardson*, since that of *John Small*, deceased, and then, or late, in the
tenure, holding or occupation of the said *William Small*, his undertenants
or assigns, were with the
25 appurtenances, conveyed and assured unto the said *Thomas Hutchins*, his
heirs and assigns, To the use of the said *William Taylor*, his executors,
administrators and assigns,
26 for the term of One thousand years from thence next ensuing for better
securing unto the said William Taylor, his executors, administrators and
assigns, the payment of the
27 principal sum of five hundred pounds and interest thereon in manner
thereinafter mentioned. But subject to a proviso therein contained for

Assignment of an Attendant Term of 1000 Years 30th July 1842

Document 1842-3

??³⁷³ of the said term on

28 payment by the said **Thomas Romball**, his heirs, executors, administrators
or assigns, unto the said William Taylor, his executors, administrators or
29 assigns, of the said sum
of five hundred pounds and interest at the time therein mentioned. But
30 which was not paid accordingly remainder To the use of such person and
persons for such estate
and estates as the said Thomas Romball should by any deed or deeds to
be executed and attested as therein mentioned, direct, limit or appoint.
And in default thereof and
31 subject thereto and to such parts thereof respectively whereof no such
direction, limitation or appointment should be made To the sole use of the

Assignment of an Attendant Term of 1000 Years 30th July 1842

Document 1842-3

said Thomas Romball,

32 his heirs and assigns, forever. *And whereas* by an Indenture of
Assignment bearing date the twenty seventh day of December, one
thousand eight hundred and eight³⁷⁴
33 and made between the said *William Taylor* of the first part, the said
Thomas Romball of the second part and *John Taylor, Thomas Taylor* and
Clement Taylor, therein
34 respectively described, of the third part. In consideration of the sum of five
hundred pounds to the said William Taylor, paid by the said John Taylor,
Thomas Taylor
35 and Clement Taylor (at the request of the said Thomas Romball), the said
messuages or tenements, pieces or parcels of land and hereditaments,
were assigned unto the

Assignment of an Attendant Term of 1000 Years 30th July 1842

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36 said John Taylor, Thomas Taylor and Clement Taylor, their executors,
administrators and assigns, for all the residue then unexpired of the said
Term of One thousand
37 years, freed and discharged from the proviso for redemption in the said last
writed Indenture of Release contained. But subject to a proviso therein
contained for making
38 void the said Indenture now in recital upon payment by the said Thomas
Romball, his heirs, executors, administrators or assigns, unto the said John
Taylor, Thomas
39 Taylor and Clement Taylor, their executors, administrators or assigns, of
the said sum of five hundred pounds and interest at the time therein
mentioned but which was not
40 paid accordingly. *And whereas* by Indentures of Lease, Appointment,
Release and Assignment bearing date respectively the sixteenth and
seventeenth days of February

Assignment of an Attendant Term of 1000 Years 30th July 1842

Document 1842-3

41 one thousand, eight hundred and ten, the Appointment, Release and
Assignment³⁷⁵ made between the said **Thomas Romball** of the first part,
the said **Thomas Hutchins** of the
42 second part, the said **John Taylor**, **Thomas Taylor** and **Clement Taylor** of
the third part, **Isaac Espinasse**, Esquire, of the fourth part, **Robert**
Epinasse, of the fifth part and
43 **William Cooke**, therein described, of the sixth part. In consideration of the
sum of five hundred pounds to the said John Taylor, Thomas Taylor and
Clement Taylor, at the request
44 of the said **Thomas Romball**, paid by the said **Isaac Espinasse**, in full
discharge of all principal money and interest due to them upon the said
writed Securities and of the sum of
45 four hundred pounds to the said Thomas Romball also paid by the said

Assignment of an Attendant Term of 1000 Years 30th July 1842
Document 1842-3; page 2

Isaac Espinasse, the said messuages or tenements, pieces or parcels of
land and hereditaments,
46 were appointed, granted and released unto and to the use of the said Isaac
Espinasse, his heirs, appointees and assigns, in manner therein
mentioned. And by the same
47 Indenture, the said *John Taylor*, *Thomas Taylor* and *Clement Taylor*, at the
request of the said Thomas Romball and on the nomination of the said
Isaac Espinasse, did assign

page 2:

Unto the said *William Cooke* the said messuages or tenements, pieces
or parcels of land and hereditaments, to hold the same unto the
said William
2 Cooke, his executors, administrators and assigns, for all the
residue then unexpired of the said term of One thousand years

Assignment of an Attendant Term of 1000 Years 30th July 1842
Document 1842-3; page 2

created by the said recited

3 Indenture of the twenty seventh of December One thousand eight
hundred³⁷⁶. In trust, nevertheless, for the said **Isaac Espinasse**, his heirs,
appointees and assigns, and to attend the inheritance
4 of the same hereditaments. **And whereas** the said Isaac Espinasse
made and duly executed his last Will and Testament in writing, bearing
date on or about the eighteenth
5 day of September One thousand eight hundred and thirty three whereby
he gave and devised all his estate and property of every kind and
description unto his Son, **James**
6 **Espinasse**, his heirs and assigns, forever, Subject, nevertheless, to an
Annuity of Two hundred pounds to his Daughter in Law, **Susanna**
Elizabeth Espinasse, for life in manner

Assignment of an Attendant Term of 1000 Years 30th July 1842
Document 1842-3; page 2

7 therein mentioned and he appointed his said son and daughter in Law
Executor and Executrix thereof. *And whereas* the said Isaac Espinasse
died without having
8 altered or revoked his said Will and the same was proved in the
Prerogative Court of the Archbishop of Canterbury on the seventeenth day
of March One thousand eight
9 hundred and thirty four. *And whereas* by Indentures of Lease and
Release bearing date respectively the eleventh and twelfth days of May
One thousand eight
10 hundred and thirty four³⁷⁷, the Release made between the said James
Espinasse and Susanna Elizabeth, his wife, of the first³⁷⁸, the said *James*

³⁷⁷ documents 1834-5 and 1834-6

³⁷⁸ "part" omitted here

Assignment of an Attendant Term of 1000 Years 30th July 1842

Document 1842-3; page 2

Black Miskin of the
11 second part and ***John Verrier*** of the third part and duly acknowledged by
the said Susanna Elizabeth Espinasse, The said messuages or tenements,
pieces or parcels
12 of land and hereditaments, were conveyed and assured unto and to the
use of the said James Black Miskin, his heirs, appointees and assigns,
freed and discharged
13 from the said Annuity of Two hundred pounds bequeathed to the said
Susanna Elizabeth Espinasse as aforesaid and from all her right and title
to dower or freebench
14 out of the said hereditaments. ***And whereas*** by an Indenture of
Assignment bearing date the said twelfth day of May One thousand eight
hundred and thirty

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15 four³⁷⁹ and made between the said **William Cook** of the first part, the said
William Cracroft Fooks (therein called William Craycroft Fooks³⁸⁰) of the
second part, the said
16 James Espinasse and Susanna Elizabeth, his Wife, of the third part and
the said James Black Miskin of the fourth part, the said messuages or
tenements, pieces
17 or parcels of land and hereditaments were assigned unto the said William
Cracroft Fooks, his executors, administrators and assigns, for all the
residue then unexpired
18 of the said term of One thousand years. In trust, nevertheless, for the said
James Black Miskin. his heirs, appointees and assigns, and to attend the

379 documents 1834-7

380 definitely "Cracroft" in the Indenture from which my transcript
was made

Assignment of an Attendant Term of 1000 Years 30th July 1842
Document 1842-3; page 2

inheritance of

- 19 the said hereditaments. *And whereas* by an Indenture of Appointment
and Release bearing even date with these presents and made between the
said *James*
- 20 *Black Miskin* of the first part, the said *James Ryder Burton* of the second
part and *Lloyd Salisbury Baxendale* therein described of the third part³⁸¹.
In consideration of the
- 21 sum of Seven hundred and seventy five pounds to the said James Black
Miskin paid by the said James Ryder Burton, All and singular the said
messuages or
- 22 tenements, pieces or parcels of land and hereditaments have been

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although there is no mention of Appointment in the description
of the Release of 30th July 1842, this is most probably the
document referred to here (document 1842-2)

Assignment of an Attendant Term of 1000 Years 30th July 1842

Document 1842-3; page 2

appointed, conveyed and assured unto and to the use of the said James
Ryder Burton, his heirs, appointees

23 and assigns, in manner therein mentioned. ***And whereas*** the said
James Ryder Burton is desirous and it had been agreed that the said Term
of One thousand

24 years in the said hereditaments and premises shall be assigned, by the
said ***William Cracroft Fooks*** unto the said ***Arthur Thomas Upton*** as a
Trustee for him in the

25 manner hereafter mentioned. ***Now this Indenture witnesseth*** that,
in pursuance of the said agreement and in consideration of the premises
and of the

26 sum of Ten shillings of lawful money to the said William Cracroft Fooks at
or immediately before the execution of these presents in hand paid by the
said Arthur Thomas

27 Upton, the receipt whereof is hereby acknowledged ?? the said William
Cracroft Fooks at the request and by the direction of the said James Black

Assignment of an Attendant Term of 1000 Years 30th July 1842

Document 1842-3; page 2

Miskin and on the
28 nomination and appointment of the said James Ryder Burton testifies by
their respectively being parties to and executing these presents, **Hath**
bargained, sold, assigned,
29 transferred and set over. And by these presents **Doth** bargain, sell,
assign, transfer and set over unto the said Arthur Thomas Upton, his
executors, administrators and
30 assigns, **All** those the said messuages or tenements, pieces or parcels of
land, hereditaments and premises herein before mentioned to have been
31 comprised in the said
term of One thousand years created in and by virtue of the said
hereinbefore recited Indentures of Lease and Release of the twenty sixth
and twenty seventh days of
32 December One thousand eight hundred which, by the said hereinbefore
recited Indenture of the twelfth day of May One thousand eight hundred

Assignment of an Attendant Term of 1000 Years 30th July 1842

Document 1842-3; page 2

and thirty four, are
33 assigned to the said William Cracroft Fooks for residue of the said term
and which, or the freehold and inheritance of which, have been so
conveyed and assured unto and
34 to the use of the said James Ryder Burton, his heirs, appointees and
assigns as aforesaid with the appurtenances. And all the estate right,
title, interest term of years yet
35 to come and unexpired, property claim and demand whatsoever of him,
the said William Cracroft Fooks, of, in, to or out of the same premises
respectively. **To have**
36 **and to hold** the said messuages or tenements, pieces or parcels of land
and hereditaments and all and singular other the premises hereinbefore
assigned or
37 intended so to be, with the appurtenances, unto the said Arthus Thomas
Upton, his executors, administrators and assigns, henceforth for and

Assignment of an Attendant Term of 1000 Years 30th July 1842

Document 1842-3; page 2

during all the residue

38 and remainder now to come and unexpired of and in the said term of One
thousand years nevertheless Upon trust for the said James Ryder Burton,
his heirs,

39 appointees and assigns, and to be assigned and disposed of as he or they
shall direct or appoint and, in the mean time, to permit and suffer the
Term of One

40 thousand years to attend, wait upon and go along with the reversion,
freehold and inheritance of the same hereditaments and premises in order
to protect the

41 same from all mesue?, charges and incumbrances, if any such there be.

And the said William Cracroft Fooks, for himself, his heirs, executors and
administrators,

42 doth hereby covenant and declare, with and to the said Arthur Thomas
Upton, his executors, administrators and assigns, that he, the said William
Cracroft Fooks, hath

Assignment of an Attendant Term of 1000 Years 30th July 1842

Document 1842-3; page 2

43 not, at any time heretofore, made, done, committed or suffered or been
party or privy to any act, deed, matter or thing whatsoever whereby, or by
reasons whereof, the said
44 messuages or tenements, pieces or parcels of land and hereditaments
hereinbefore assigned, or intended so to be, or any of them or any part
thereof respectively are,
45 is, can, shall or may be impeached, charged, affected or in anywise
incumbered. *In witness* whereof the said parties to these presents have
hereunto set
46 their hands and seals the day and year first above written.

JB Miskin (seal)

Wm Cracroft (seal) Fooks

Assignment of an Attendant Term of 1000 Years 30th July 1842

Document 1842-3; page 2

Signed, Sealed and Delivered by the within named }
James Black Miskin in the presence of }
John Rob. Smith Clerk to Mr. Russell
Solicitor
Dartford

Signed, sealed and delivered by the within named }
William Cracroft Fooks in the presence of }
Fred. Talbot
?? ?? ??

Rumney Street

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Assignment of an Attendant Term of 1000 Years 30th July 1842

Document 1842-3; page 2

This document is a letter, dated 19th April 1842, from Alfred Russell to Messrs. Baxendale & Co. Solicitors, Great Winchester St. City. It has a one penny stamp on it and the Dartford postmark of the date it was written. Although it looks to be a self-contained letter, the page is headed "170".

1 Dear Sirs Richard Burton³⁸²

2 The cottages at Kingsdown have been erected
3 by Mr. Miskin since his purchase.

4 The following is the description of *Maplescombe*
5 or Mabscombe as it is commonly called, extracted
6 from Lewes's Topographical Dictionary of
7 England & Wales, viz.

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James Ryder Burton is mentioned in a number of documents but
no Richard Burton

8 “ Maplescombe. formerly a parish now forming part of
9 “ that of Kingsdown in the Hundred of Acton Dartford
10 “and Wilmington, Lathe of Sutton-at Hone, Western
11 “Division of the County of Kent, 6 miles N.N.E.
12 “from Sevenoaks. The Church is in ?? ??
13 “the living has been annexed to that of Kingsdown” .
14 Pray favour me with the Draft at
15 your earliest Convenience as every Sheet is
16 very important.

Yours truly
Alfred Russell

Amongst the documents examined are five Abstracts:

Abstract 1

page 5

labelled on the outside as:

Abstract of the Title of Mr. Robt. Sam. Everest to one undivided third part of one undivided third part and one undivided third part of another undivided third part of the estate of the parish of Shoreham in Kent..

Abstract 2

page 38

written January 1811, labelled on the outside as:

Abstract of the Title of *Mr. William Everest (#52)* to Certain Parts of Hereditaments at *Shoreham*, county Kent Sold to *Sir Walter Stirling*

These two Abstracts describe a number of documents from 1734 to 1800 which are relevant to *The 3 Heiresses* and to *Mary Paxton's Inheritance*. Transcripts of these are given here.

The beginning of Abstract 2 (up to beginning of page 4 of the actual document, page 63 of these transcripts) reports on the same documents as Abstract 1 with similar but not identical text and comments written in the margin of Abstract 1.

There are three other Abstracts each dealing with only one particular unit of land:

Abstract 3, dated 1806, is labelled:

An Abstract of Deed of Separation between Mr & Mrs **Hales**

The transcript of this is included with the other transcripts for

The 3 Heiresses. Abstract 2 ends with the instruction “go to Abstract 3”.

This implies that Abstract 3 was written after Abstract 2, that is in 1811 or later.

Abstract of Title of George Daysh Bartholomew 1759

concerned with Bishops Lease and included with other transcripts for

Bishops Lease

Abstract of Title, document 1842-1

concerned with Rumney Street and included with other transcripts for

Rumney Street

Abstract 1

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Abstract 1 (**Mary Paxton's Inheritance & The 3 Heiresses**)

Abstract of the Title of Sir Walter Stirling	7
Mary Paxton Sells Messuage, etc. to Francis Austen	7
Indentures of May 1737	10
Deed Poll, November 1737	15
Indenture December 1737	16
Indentures 1738	20
Indenture May 1753	23
Indentures 1777	29
Indenture of Fine, 1778	34
The Wills of Robert and Elizabeth Titchborne	35

On the outside this document is labelled:

Abstract of the Title of Mr. Robt. Sam. Everest to one undivided third part of one undivided third part and one undivided third part of another undivided third part of the estate of the parish of Shoreham in Kent..

It is signed at the bottom by

Edw Wallwyn Shephard

Great Rasiell St.

Bloomsbury

who signed the Lease of 1810 (Document 1810-1) and the Indenture of Five Parts (Document 1810-3).

The document contains a large number of crossings out and notes in the margin; those crossed out are included here. but in small print The headings have been added by me (Jean Fox)

This heading was originally written on the outside of the document but all of it has been crossed out and replaced by "Sir Walter Stirling".

1st November 1734

Francis Everest (#90) of Fort Malborough in the East Indies, Merchant, by his will gave, divided and bequeathed

Office copy

All his lands and tenements situate and being in the Parish of Shoreham in the County of Kent

Unto *his daughter, Mary Paxton (#19), widow of Ralph Paxton (#93)*, decd. and to

Mary Paxton in ?? the heirs of her body lawfully but if the two sons she then had or any

other the Heirs of her body lawfully, by any future marriages, should die before they attained the age of 21 years, then he gave and devised the

said lands & tenements and hereditaments, as ever Freehold as
copyhold &
appurtenances thereunto belonging unto his other right heirs for ever.
And after
devising to his said daughter ?? an estate at Stanstead in the said
County and giving
certain ?? , legacies as therein mentioned
The rest, residue and remainder of his estate
He gave, devised and bequeathed
 Unto his said daughter, the said Mary Paxton, and her assigns
 absolutely to her and their own use and disposal.

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added in margin: "one of the witnesses (Chas. Barbuff) is a
legatee in this will But by one of the Codicils ?? not signed nor
attested, he revoked the Bequest to him

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Attested by three Witnesses

The testator made 4 codicils to his said will but neither of which affected the Devises of his real Estate not being duly attested and his said Will and Codicils were proved in the Prerogative of Court of Canterbury 27th Sept. 1736³⁸⁵

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in margin: “appears only to have been signed not sealed”
in pencil between last line of text and “Attested by”:
two lines, very faint, mentions “his sister Sarah

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all three lines crossed out. In the margin: “By the 1st codicil he revoked the bequest of his residence to his daughter and, subject to his debts, he bequeathed same to his 2 grandsons, ***Fra. Paxton (#94)*** and ***Ralph Paxton (#95)***, in the shares therein mentioned”

Mary Paxton Sells Messuage, etc. to Francis Austen

6th May 1737 By ?? between the said *Mary Paxton (#19)* by the description of Mary Paxton, widow and relict of *Ralph Paxton (#93)*, Gent, decd. and only Daughter Devisee and Heir at Law of *Francis Everest (#90)*³⁸⁶, *Citizen of London*, decd. of the one part and *Francis Austen (#29), of Clifford Inn London*, Gent. of the other part, The said Mary Paxton, in Consid. of £100, did demise, Grant, Bargain and sell unto the said Francis Austen, his Executors, ?? and Assigns:

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in 1734, Mary's father was described of the East Indies

long description of messuage, etc: all crossed out, starting on page 1, continuing on page 2):

(Inter alia) messuage or tenement and shop called . . . **Record** with the barn, stable, shop, workhouses and buildings, yards, gardens, orchards and two pieces of land containing, by estimation, 13 acres . . . being in Shoreham aforesaid called
. . . **Church Fields** . . . late in the tenure of **William Pinnocke** and then of **Thomas Cowell** . . . five pieces . . . of Arable Land, two pieces of Meadow Land and one Orchard containing together . . . 13 acres . . . in Shoreham and then in the possession . . . of **James Sharpe**, the five pieces . . . called . . . by the several names following (viz.) **The Squinton, three Goodhooks**, and the **Hop Ground** Piece.

the following has been left in with a note, to the side:

“conveyed to **Mr. Baring**”. Also those two pieces of Woodland commonly called . . . by the name of **Two Squintons** and lying . . . on the **West Hill** in . . . Shoreham. And also, . . . three pieces of Woodland lying on the **East Hill** in Shoreham . . . name of the **Wingate Woods**

and the Shaw being near to them. All which said Woodlands . . . 24
acres then in the occupation of the said James Austen . . .

To Hold unto the said James Austen, his ?tors for 1000 years at the
yearly rent of a pepper corn.

Covenant to levy or fine Sur Connizance to which is thereby declared
to be and enure:

In the first place for strengthening the said term of 1000 years (subject
to the proviso after mentioned) and subject thereto

To the use of Mary Paxton, her Heirs and Assigns, for ever

Proviso for redemption in payment of £102 10 on the 7th November next

Executed by

6th & 7th May 1737

By Indres of Lease and Rete, being of 4 parts and made between the said

Mary

Paxton (#19) of the first part, **Edw. Woolett** of the 2nd part, **Chas. Brown, gent.** of the third

part and the said **Francis Austen** of the 4th part, the said Mary Paxton, for the

consideration therein mentioned, Did Grant, bargain, Sell and ?? unto the said Edward

Woolett and to his heirs (inter alia)

All the premises contained in the Mortgage of 6th May 1737 (Except two pieces of Land in Shoreham

[long description of land, etc: all crossed out: \(continues on page 3\)](#)

And also all those three other messuages, tenements
or Dwellings with the Gardens, Yards and Backsides thereunto

belonging, containing by Estimation about $\frac{1}{2}$ acre . . .
. being in the High
Street of Shoreham aforesaid and then in the several tenures
or occupation of **Thomas Wale, Matthew Harvey** and
Susan Searles then undertenants or assigns, bounding to the
High Street on the South, to a Messuage and Premises
of **John Willis** on the West called the **White Swan**, to lands
of **Samuel Rutter** on the North, to other part of the
Lands of the said Mary Paxton therein before mentioned
to be in the possession of **Thomas Covell** on the East or
however otherwise the same do abut or abound.
And all other the Freehold Messuages, Houses, Lands, etc.
of her the said Mary Paxton in Shoreham aforesaid.

To hold unto the said Edward Woolett, his Heirs and Assigns
To the use of him the said Edward Woolett, his Heirs and

Assigns for ever³⁸⁷

To the intent to make him tenant of the Freehold of the said Premises that a Recovery might be suffered which Recovery was thereby declared should enure

As to for and concerning as well (inter alia)

again, long description of land, etc: all crossed out:

All that Messuage or Tenement, Shop, workhouse, Buildings, Yards, Garden and Orchard with the Appurtenances thereinbefore mentioned to be in the tenure or Occupation of the said Thomas Covell. As also all those several pieces or parcels of Woodland with the appurtenances on the

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Note in the margin: nine deeds must be produced, etc.

East and West Hills in Shoreham aforesaid in the Possession of the said James Sharpe. And also all other the Messuages, Lands and Premises thereinbefore mentioned to be in the Possession or occupation of the said Thomas Covell and James Sharpe, their undertenants or assigns

³⁸⁸To and to the only proper use and behoof of the said Frances Austin his Executors, Administrators and Assigns, for the residue of the said term of 1000 years granted by the Abstracted Indenture of the 6th of

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various faint notes in the margin, the first three not legible, the fourth, level with the end of this paragraph: "To Mary Paxton in ??; the fifth against the next crossed out paragraph " ??? to Mary Paxton and another similar note by the following crossed out section.

May 1737

and subject to the proviso therein contained and subject thereto
To the use of the said Mary Paxton, her Heirs and Assigns, for
ever.

description of land, etc: all crossed out:

And as to for and concerning

All those three Messuages or Tenements, Hereditaments and
Premises thereintobefore mentioned to be in the several
Occupations of Thomas Whale, Mr. Harvey and S. Searles
And all other the Messuages, etc. whereof no use had been
before declared.

To the use of her the said Mary Paxton, her Heirs and Assigns for
ever

Executed by

page 4:

1737

Easter Term *Exemplification* of *Recovery* wherein the said *Chas. Brown* was
?? and

Edward Woolett, Tenant and *Mary Paxton* ??

Of said. Premises

This ?? must be produced ??

17th Nov 1737 *By Deed Poll* indented on the said Indre of 6th May 1737
After Writing that the said *Mary Paxton (#19)* had borrowed of the
said *Francis Austin (#29)* the further sum of £60 and for securing the same with
Interest at 5 per
cent, the said Mary Paxton together with *John Fawkner (#18)* of
Furnival
?? had that day entered into a Bond of even Date therewith in the
penalty of
£120.

???? She, the said Mary Paxton, Did thereby charge the said Premises
with the further
sum of £60 and Int.
Covenant not to redeem the said Premises till as well the said
£100 and Int.
as the said £60 and Int. according to the Condition of the said Bond

should be first
satisfied and paid

Executed by

17th Dec 1737 *By Indenture Tripartite* between the said Francis Austen of the first Part
the said John Fawkener and *Mary, his wife*, by her further description, of late Mary Paxton, widow and relict of *Ralph Paxton*, gent., deceased, only daughter ?? of *Francis Everest*, citizen of London, deceased, of the 2nd part, and *Thomas Collinson* of the parish of *Saint Olaves, Southwark* in the county of Surrey, brewer, of the third part
Reciting the indenture of the 6th May last and the Indorsement therein of the

17 November following, And that the said Mr. Fawkner had lately intermarried with the said Mary Paxton whereby he and the said Mary were become intituled to the Equity of Redemption of the said Premises comprised in the said Ind. of 6th May last and, having occasion to borrow the further sum of £240, had applied to the said Thomas Collinson for the same.

It is witnessed that the said Francis Austin, in consideration of £160 13s 7d, to him paid by the said Thomas Collinson and of £239 6s 5d to the said Thomas Fawkner and Mary, his wife, by the said Thomas Collinson also paid (making together £400)

Did Bargain, Sell, Assign, Transfer and set over, by the direction of

the said John Fawkner
and Mary, his wife, and the said John Fawkner and Mary, his wife,
Did release, satisfy
and confirm unto the said Thomas Collinson, his Executors,
Administrators and Assigns

All and every the said Hereditaments and Premises
comprised in
the said Indenture of 6th May 1737

To Hold unto the said Thomas Collinson, his Executors,
Administrators and Assigns
for the residue of the said Term of 1000 years subject as aforesaid.

page 5:

following all crossed out:

And the said John Fawkener and Mary, his wife, for the Considerations
aforesaid

Did Grant, Bargain, sell and demise unto the said Thomas Collinson, his Executors, Administrators and Assigns

All those Messuages, Tenements or Dwellings with the Gardens, Yards and Backsides thereunto belonging containing, by estimation, $\frac{1}{2}$ an Acre, be the same more or less, situate, lying and being in the *High Street of Shoreham*, aforesaid, and then, or late, in the several tenures or Occupation of **Thomas Whale**, **Matthew Harvey** and **Susan Searles**, their undertenants or Assigns. And all other the Freehold Messuages, etc. of the said John Fawkes and Mary, his wife, or either o them, in Shoreham, aforesaid.

To Hold the same unto the said Thomas Collinson, his Executors, Administrators and Assigns for the term of 500 years.

The continuation is not crossed out:

Proviso for redemption of all the said premises on Payment of

£400 and Int.

at the times and in manner therein mentioned

Covenant to levy a Fine for corroborating the said term of
1000 years

to the said Thomas Collinson subject to redemption as
aforesaid

and from and after the determination thereof to such Provisos,
Conditions, etc. as

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the said John Fawkner and Mary, his wife, should, by Deed ??
appoint and in
default thereof

To the use of the said John Fawkner, for life without
impeachment

for Waste

Remr -

To the use of the said Mary Fawkener, her Heirs and assigns, for ever.

Michas Term II Geo.2nd

Indentures of Fine Sur Conveyance, Etc. between the said Thomas Collinson, plt. and the said John Fawkner and Mary, his Wife, Defendants of 4 Messuages, 6 Gardens, 12 Acres of Land, 5 acres of Meadow and 30 Acres of Wood with the Appurtenances in Shoreham

23rd Feby. 1738

By Indenture between the said ***Mr. Fawkner*** and ***Mary, his Wife***, of the one part and the said ***Thomas Collinson*** of the other part
Reciting the said last month Indenture of Mortgage, Assignment and Fine and

also a Bond from said Thomas³⁹⁰ Fawkner and Mary, his
Wife, to the said Thomas
Collinson of even date therewith for securing Payment of
£200 and Int. at
5 per cent per ann. on the 25th May then next and that no
other appointment
of the uses of the said Fine had been then declared than
what had been
declared in and by the said therein recited Indenture.

The said John Fawkner and Mary, his Wife, pensuarent to the
said recited power? in that behalf

Did direct, limit and appoint

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this should presumably have been "John"

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various illegible notes in the margin

All the said Messuages and Premises
To the said Thomas Collinson, his Executors,
Administrators and Assigns, for the residue
of the said Term of 1000 years as a security for the
repayment

page 6:

of the said sums of £400 and £200 and Interest.

Executed by

By a certain writing or Declaration of Trust

After Reciting the Indenture of 17th Dec. 1737 and the said
Bond and Indenture of the
3rd July and also a Bond from the said John Fawkner to the said
Thomas
Collinson dated the 25th April 1738 for securing £30 and Int.

The said Thomas Collinson declared that the said £400 and £200 and £30 were the proper monies of *Thomas Barrett* of the Inner Temple, Esq.

Executed by

17th May 1753 **By Indenture** ?? between *Deodaties Bye* of *Maidstone* in the County of Kent, clerk, and ***Mary, his Wife***, and ***William Wilkins*** of ***Broughton Munchelsea*** in the county of Kent, tanner, and ***Constance, his Wife***, (which said Mary and Constance were the Administrators of the Goods and Chattels, Rights and Credits, of the said Thomas Collinson, left unadministered by ***John Collinson***, his Executor with the Will of the said Thomas Collinson thereto annexed) of the first part, ***Susanna Borrett*** of ***Shoreham*** in the said County of Kent, widow, relict and executrix of the said ***Thomas Borrett***, therein described as late of Shoreham aforesaid, Esq., deceased, of the 2nd part, ***Francis Everest Paxton*** of London, Gent, therein further described as only Son and Heir at

law of *Ralph Paxton*,

Gent. and Mary, his wife, both deceased, which said Mary Paxton was the only Dau.

Devisee and Heiress at law of *Francis Everest*, Citizen of London, decd., and after the death of the said Ralph Paxton, intermarried with *John Fawkner*, late of *Furnivals ??* in the County of Middx, Gent., since also deceased, of the third part and *Samuel Rutter* of Fleet Street, London, Operator for Teeth, of the 4th part.

After Reciting the several Indentures of Mortgage, Deeds Poll, Bonds, Fine & Declaration

of Trust before mentioned, And that the said Thomas Collinson was decd. and

that Letters of Admin. were granted as above to the said Mary Bye and

Constance Wilkins, And that the said Thomas Borrett was

also decd. and
that the said Susanna Borrett, his sole executrix had duly
proved his Will in
the Prerogative Court of Canterbury And that the said John
Fawkner and Mary,
his Wife, were both dead without making any other
Appointment of the Uses
of the said Fine And the said Francis Everest Paxton, as the
only son and Heir
of the said Mary, was entitled to the Equity of Redemption
of all and singular
the said Messuages? in Mortgage to the said Thomas
Collinson on payment of Principal
and Int. due on the said ?? ?? And that the said Thomas
Borrett Paid
been in his life time and the said Susanna since his
decease in Possession of

the said Premises and had received the Profits thereof And that, by an Account that day taken, there appeared due to the said Susanna Barrett £700

It is Witnessed that, in consideration of £700 to the said Susanna Borrett paid by the said Francis Everest Paxton and for the other consideration therein mentioned, the said Deodaties Bye and Mary. his Wife, and William Wilkins³⁹² and Constance, his Wife, at the request of the said Susanna Borrett and by the direction of the said Francis Everest Paxton and also

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surname Williams here but the second half is underlined (perhaps to indicate an error) and the name is definitely "Wilkins" earlier on the page

the said Susanna Borrett, Did Bargain, Sell, Assign, transfer and set over unto the

page 7:

said Samuel Rutter, his Executors, etc.

All the Hereditaments and Premises comprised
in the said last Abstracted
Mortgage

To Hold unto the said Samuel Rutter, his Executors,
Administrators and Assigns, for the
residue of the said Term of 1000 years

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In Trust for the said Francis Everest Paxton, his Heirs and
Assigns, to ??

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in the margin: "for the representation to Samuel Rutter see the back of this sheet"; this is given below

the Inheritance of the said Premises.

go to Abst 2³⁹⁴

from back of page 7 (crossed out):

- 28 ??? 1761 The said Samuel Rutter died having made his will dated ?? appointed **Robert Titchborne** and **Henry Joseph** executors who proved it in the Prerogative Court of Canterbury
- ?? ??? 1787 The said Robert Titchborne died leaving his co-executor, Henry Joseph ?? . His will was proved in the Prerogative Court of Canterbury on 15 Oct 1787.
- 28 Dec 1792 The said Henry Joseph died having made

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written on the document at this point.

his will dated 5 Oct 1792 ??
appointed his son, **Richard Joseph** of **Little
New Street, Shoe Lane, London**, pewterer,
sole xecutor who proved it in the
the Prerogative Court of Canterbury on 10 Jan 1793.

The rest of page 7, page 8 and a few lines on page 9 have all been crossed out. The main text on these pages is given below. There are also a large number of notes in the margin which are difficult to read. Much of the text is repeated in Abstract 2 but with some additions, some omissions and some variation. The 1777 indentures are also included in documents 1810-2 and 1810-3

13 & 14 Aug 1777 By Indentures of Lease & R??? The ??? Tripartite and
 395 made between **Samuel Bell**, then late of **Salisbury**
Court, near Fleet Street, London, brewer, and **Francis, his wife**,
 both deceased which said Francis was one of
 the 3 Daughters and Heirs at law of **Samuel Rutter**, then late of
Racquet Court, Fleet Street,
 London, dentist, and **Elizabeth**, his Wife, which said Samuel
 Rutter was the only son and heir
 at law of Samuel Rutter then late of **Southwark** in the County of
 Surrey, grocer, and
Sarah, his Wife, both deceased which said Sarah Rutter's maiden
 name was Sarah **Everest**

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written in the margin: "We must have some statements to show
 how Mrs. Rutter (Sarah Everest) became seized (rest not
 legible)

of the first part, *Robert Titchborne* of *Otford Place* near *Seven Oaks* in the County of Kent, Esq., of the 2nd part, and *Stevens Totton* of *Spital Square* in the said County of Middlesex, Gent.
of the third part.

After Reciting that the said Robert Titchborne had contracted with the said Samuel Bell for the absolute purchase of the Fee Simple and Inheritance of the undivided third part of (among and ?? ?? Hereditaments) The Hereditaments and Premises therein and herein after mentioned and described

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“It must also be shown how, if Mrs Rutter, formerly Everest, was to the Heir at law of Samuel Rutter . Pedigree . . by a Document. .

at the sum of £470

It is witnessed that in Contention? of £470 by the said Robert Titchborne and of 5%? by the said Stevens Totton to the said Samuel Bell paid He the said same Samuel Bell, Did Grant, Bargain, Sell, alienate, ?? and confirm unto the said Robert Titchborne and Stevens Totton and to their Heirs.

All that undivided third part (the whole into 3 equal parts to be divided Of and in among and together with other Hereditaments)

397

 397

“We have not read the Pedigree ? ? that Mrs. Titchborne had one third in her own right ? ? ? by her will, gave them both to her three grandchildren her wish hereunto have some ?? to further the Pedigree ?? ??”

All those several pieces or parcels of Arable Meadow and Woodland called or known by the name of *Paxtons Land* containing in the whole, by estimation, 34 acres more or less, situate, lying and being at, or in the Parish of Shoreham in the said County of Kent and then, or then late, in the tenure or Occupation of *Thomas Waring*, his undertenants or Assigns And also of and in all Woods, etc. And the house?
And all the Estate, etc.
And all Deeds, etc.

To hold the said undivided third part of and in the Hereditaments and Premises aforesaid & of & in their Appurtenances unto the said Robert Titchborne

and Stevens Totton and their Heirs

page 8:

To the use of the said Robert Titchborne and Stevens Totton and the

Heirs and Assigns of the said Robert Titchborne for ever. But, nevertheless,

as to the Estate and Int. of the said Stevens Totton

In Trust for the said Robert Titchborne, his Heirs and Assigns.

Covenants from the said Samuel Bell that he and the said Mary, his Wife (for and

notwithstanding any Act of his Ancestors, even or one of them was lawfully seized in

Fee Simple of the 1/3rd part of the Premises aforesaid Had good right to convey for quiet

Enjoyment - Free from Incumbrance (Except as therein Excepted)

being two
copied Leases. And for further Assurance
Concerned that the said Samuel Bell and his Wife ?? levy a Fine
Sur Conveyance for
of (among and together with ?? Hereditament)

Declaration that the said Fine and all other Fines, etc. of the 1/3
part of the
said Premises should enure

To the use and behoof of the said Robert Titchborne and
Stevens

Totten and the Her and Assigns of the said Robert Titchborne
for
ever In Trust as aforesaid.

Executed by the said Samuel Bell and Mary Bell Received for
£470

C?? Money endorsed and duly attested.

Hilary Term ? Geo.3rd

Indentures of Fine Sur Conveyance etc. between *Robert Titchborne, Esq. & Stevens*

Totten, gent. plaintiffs, and *Samuel Bell* and *Mary, his Wife*,
Defendants , of

One third part of one Barn, 100 acres of Land, 100 Acres of Meadow, 100 Acres of Pasture and 50 Acres of Wood and of Common of Pasture with the Appurtenances in the Parishes
of *Stansted* and *Shoreham*

- 15th May 1786 The said Robert Titchborne by his will gave, Devised and Bequeathed unto his wife, Elizabeth
- All his Real and Personal Estate of every kind & wheresoever situated for her own proper use and disposal Executed by the said Testator in the presence of 3 Witnesses.
- 16th Apr 1788 **The** said Elizabeth Titchborne, by her will (after directing all her just debts and Funeral expenses to be paid and giving certain specific Legacies, gave, devised and bequeathed

398

All her Freehold Messuages, Lands, Woods &
Hereditaments and
all other her real Estate, whatsoever and wheresoever,

Unto and to the use of ***Samuel Margerum*** of ***Mare Street*** in
the
parish of ***Saint John, Hackney*** in the County of Middlesex,
his Heirs
and Assigns
Upon Trust to convey and Assign the same unto and
between
such of three infant grandchildren, ***Elizabeth Everest,***
Francis Everest

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“Was it a daughter of Mr. Titchborne who married an Everest?
?? ?? Mr Titchborne’s Daughter Elizabeth married William
Everest. ?? ?? “

and *Robert Everest* as should live to attain the age of 21 years, equally to be divided among them, share and share alike, as tenants in common and to their, her and his, respective Hers and Assigns, absolutely for ever with divers Limitations over in case any or either of her said grandchildren should die under the age of 21 years.

Executed by the testatrix and Attested by 3 Witnesses.

page 9:

18th May 1790 **By a Codicil** to the above Abstracted Will, the said Elizabeth Titchborne directed that *Mr. James Hales* of the parish of *Saint Nicholas*,

Deptford in the
County of Kent, brewer, should become joint Trustee with the said
Samuel Margerum
for the Monies and Estates Bequeathed to her grandchildren
Executed by the Testatrix in the presence of 3
Witnesses.

go to Abst 2³⁹⁹

Abstract 2 ([Mary Paxton's Inheritance & The 3 Heiresses](#))

Up to page 4 of the Abstract, page 63 of this transcript, this document reports on documents also summarised in Abstract 1.

Abstract of the Title of Mr. William Everest	39
Indentures 1777	41
Indenture of Fine, 1778	46
The Wills of Robert and Elizabeth Titchborne	48
Charles Hales and Elizabeth Everest	50
A High Court Order	56
Indentures June 1798	57
Indenture of Fine	69
Indentures November 1798	70
Indenture of Fine 1790	94

On the outside this document is labelled:

January 1811

Abstract 2

Abstract of the Title of *Mr. William Everest (#52)* to

Certain Parts of Hereditaments

at *Shoreham*, county Kent

Sold to *Sir Walter Stirling* for

400

NB on settling with Mr. Everest for the purchase of his share of the lot, the Deeds were not delivered but remained with him as they are related to other lots of greater value than the Shoreham ?? ?? ?? 27 Oct 1813

As with Abstract 1, large portions are crossed out.
That for 13th & 14th August 1777 was given in Abstract 1 but was crossed out.
The text here is similar but not identical and the comments written in the margin
of Abstract 1 are of interest.

page 1:

This first part (down to the sum of) is crossed out

Abstract
The Title of *Mr. William Everest*
to

All that one undivided third part or Share
(the whole into three equal parts to be divided)

And also all that one undivided third part or share
(being five equal undivided ninth parts of and in

All those several pieces or parcels of arable Meadow, Hops and Wood Land called or known by the Name of **Paxtons Land** heretofore described to contain, by Estimation, 34 acres but containing by assessment 41 acres, more or less, situate, lying and being at or in the parish of **Shoreham** in the said county of Kent heretofore in the tenure or occupation of **Thomas Waring**, his ?? undertenants or assigns, late of the said William Everest now of Sir Walter Stirling, his Assigns or undertenants.

All which said ?? and Hereditaments are purchased by the said Sir Walter Stirling, Baronet, at the sum of

£ ⁴⁰¹

Indentures 1777

13th & 14th August 1777 Indus⁴⁰² of Lease and Release, the Release being of the latter Date and made or expressed to be made between ***Samuel Bell (#11)*** of the parish of ***St. Leonard, Shoreditch*** in the county of Middlesex, brewer, and ***Mary (#12), his Wife*** which said Samuel Bell is the only son and Heir at Law of ***Ephraim Bell (#10)***, then late of ***Salisbury Court*** near Fleet Street, London, brewer, and ***Francis (#7), his Wife***, both deceased, which said Francis was one of the 3 daughters and Heirs at Law of ***Samuel Rutter (#5)***, then late of ***Racquett Court***, Fleet Street, London, dentist, and ***Elizabeth (#6), his Wife***,

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abbreviation of "Indentures"? The same word occurs throughout this and other documents,

which said

Samuel Rutter was the only son and Heir at Law of **Samuel Rutter (#3)**

then

late of **Southwark** in the county of Surrey, grocer, and **Sarah (#4), his Wife,**

both

deceased, which said Sarah Rutter's Maiden Name was **Sarah Everest** of the

1st part. **Robert Titchborne (#31)** of **Otford Place** near Sevenoaks in the county of

Kent, Esquire, of the second part and **Stevens Totton (#32)** of **Spital Square** in the

page 2:

said County of Middlesex, gentleman, of the third part.

After Reciting that the said Robert Titchborne had contracted and agreed

with the said Samuel Bell for the absolute purchase of the Fee simple

and Inheritance of the undivided third part of thereafter granted
and
released of the ??esses, Land and Hereditaments thereafter
particularly mentioned
and described at or for the price £470

It is witnessed that in consideration? of £470 by said Robert Titchborne
and of
5% by said Stevens Totton to said Samuel Bell paid, the said same Samuel
Bell, Did
grant, bargain, sell, alienate, release and confirm unto the said Robert
Titchborne and Stevens Totton⁴⁰³.

403

“and to their Heirs” included in the crossed out version in
Abstract 1; the list of premises in Abstract 1 are more detailed

All that undivided third part (the whole into 3 equal parts to be divided (of and in among other Hereditaments)

All the premises mentioned in the Title of this abstract⁴⁰⁴

And also of and in all Woods

And the reversion

And all the ??

And all Deeds

To hold same ?? unto the said Robert Titchborne and Stevens Totton and their Heirs

⁴⁰⁴

that is, at the top of this document but crossed out; there the change from 34 acres to 41 acres, not mentioned in Abstract 1, is included

To the use and behoof of the said Robert Titchborne and Stevens Totton and the Heirs and Assigns of the said Robert Titchborne for ever.

But, nevertheless, as to the Estate and Int. of the said Stevens Totton In Trust for the said Robert Titchborne, his Heirs and Assigns.

And for the considerations? aforesaid, the said Samuel Bell for himself and said Mary, his Wife and for his and her Heirs, Executors and Administrators., Did

Covenant with Robert Titchborne and Stevens Totton that they were seized in fee of said premises,

- had a right to convey, for quiet Enjoyment⁴⁰⁵
- free from Incumbrance (except 2 Peases as therein mentioned) and for further assurance

405

the crossed out version in Abstract 1 is longer than here

further covenant that for the better conveying said third part and appurtenances to the Use therein before expressed, the said Samuel Bell and Mary his Wife, would, at his own costs as of Trinity Term then last Michas Term (which year?)

page 3:

then next, or some other subsequent Term, acknowledge and levy indue form or Law, unto the said Robert Titchborne and Stevens Totton and the Heirs of said Robert Titchborne, one or more fine or fines Sur Connizance de droit comme ?? with Proclamation of said 3rd part with the appurtenances by such Description as should be though requisite

Decton? that said fine should be and ensure

To the Use and Behoof of said Robert Titchborne and

Stevens Totton and the Heirs and Assigns of said Robert Titchborne
for
ever.

In trust as aforesaid

Executed by said Samuel Bell and Mary Bell
duly attested and a Receipt for the consen Money
endorsed.

Hilary Term **Indus** of fine levied in pursuance of the covenant contained in
the last ??

18th Geo. III ?? wherein said Robert Titchborne, Esquire and Stevens Totton,
gent, were

1778

plaintiffs

and Samuel Bell and Mary, his Wife, Deforciant of

One 3rd part of one Barn, 100 acres of Land, 100 acres of

Meadow, 100 acres of pasture and 50 acres of Wood and of common of pasture with the appurtenances in the parishes of *Stansted* and *Shoreham*.

- 15th May 1786 Will of said *Robert Titchborne* whereby he gave, devised and bequeathed unto his wife, Elizabeth, all his real and personal Estate of every kind & wheresoever situated for her own proper use and disposal
Executed in the presence of three Witnesses.
- 16th April 1788 Will of the said *Elizabeth Titchborne* then residing in *Mare Street*
in the parish of *St. John, Hackney* in the county of Middlesex, wherein (amongst
?? things) she gave, devised and bequeathed
All her Freehold Messuages, Lands, Woods & Hereditaments and all
other real Estate, whatsoever and wheresoever,
Unto and to the use of *Samuel Margerum* of *Mare Street* aforesaid, gent.

his Heirs and Assigns

Upon Trust to convey and Assign the same unto and between such of her 3 infant grandchildren, *Elizabeth Everest*, *Francis Everest* and *Robert Everest* as should live to attain the age of 21 years, equally to be divided among them, share & share alike, as Tenants in Common and to their, her and his, respective Heirs and Assigns, absolutely for ever with divers Limitations over in case any or either of her said grandchildren should die under the age of 21 years.

18th May 1790

By a codicil to the said Will of this date, the said Elizabeth Titchborne

directed that *Mr. James Hales* of the parish of *Saint Nicholas, Deptford* in the

page 4:

County of Kent, brewer, should become joint Trustee with the said

Samuel Margerum
for the Monies and Estates Bequeathed to her said grandchildren
Will and Codicil executed in presence of and
attested by 3 witnesses
Proved in the prerogative Court of Canterbury
on 29th July 1790 by the Oath of said Samuel
Margerum. sole executor.

[Abstract 1 ends here](#)

30th Jan 1795

Articles of Agreement between *Charles Hales (#85)* of *Ludgate Hill* in the City of London, ?? of the 1st part, *Elizabeth Everest (#16)* of *Bromley* in the county of Kent, spinster, one of the grandchildren and also a residuary Devisee and Legatee named in the will of said Elizabeth Titchborne, then a Minor of the Age of 19 Years or thereabouts, of the second part, and *William Hales* of *Fenchurch Street* in the said City of London, stationer, and *Charles Stupart* of *Mark Lane*, London, Gent. of the third part

Reciting the said Will and Codicil of the said Elizabeth Titchborne

And also reciting that the said Elizabeth Titchborne departed this life some Time in the Month of July 1790 without altering or revoking the said Will and Codicil, And that the said James Hales has departed this life whereby the said Samuel Margerum was become the sole acting Trustee of the said Estates and Premises of the said Elizabeth Titchborne under and by ?? of her said will.

And further reciting that a Marriage was intended to be had between the said *Charles Hales* and *Elizabeth Everest*.

It is witnessed that, in consideration of the said intended Marriage, and for

divers other considerations, he the said Charles Hales did covenant with the said William Hales and Charles Stupart, their Executors, Administrators and Assigns, And also the said Elizabeth Everest, Did, on her own behalf, (so far as she could bind herself by Law or Equity) engage and agree in Manner following (that is to say) that in case the said intended Marriage should take Effect and the said Elizabeth Everest should live to attain the age of 21 Years, They, the said Charles Hales, and Elizabeth Everest, his intended wife, or the said Elizabeth Everest alone, if the said Charles Hales should be then dead and her Heirs and all other proper and necessary parties should within six months more after the said Elizabeth

Everest attaining such age, execute and perform all such acts, etc. as the said William Hales and Charles Stupart, or the survivor of them, or the Executors or Administrators of such survivor, or their or any of their counsel, should advise to be requisite and effectual for the selling and attaining one undivided Moiety of all the part or share to which She, the said Elizabeth Everest, or the said Charles Hales, her husband, in her Right, would upon

page 5:

her attaining her age of 21 years or, at any Time thereafter, become seized, possessed of or intitled to under and by virtue of the said in part recited Will of

the said Elizabeth Titchborne, deceased?, of and in her said Estate and Effects and in and by her said Will given and devised to the said Samuel Margerum, In trust as aforesaid And all their and every of their Estate and Interest therein so and in such Manner as that such last mentioned full and equal Moiety should be vested in the said William Hales and Charles Hapart or the survivor of them or the Heirs, Executors and Administrators of the ?? according to the different Nature and Qualities thereof respectively and that they should stand and be possessed thereof

Upon trust to pay the clear Rents thereof during the life of

said
Elizabeth Everest unto the said Elizabeth Everest, or to such
person or persons,
as she should direct or appoint for her own sole use and
Benefit. And
that, after the decease of the said Elizabeth Everest, the said
last mentioned
Moiety of the said Share of the before mentioned freehold
Estate should
be settled upon and for all and every the Child and Children of
the Body
of the said Charles Hales, on the said Elizabeth Everest lawfully
to be
begotten' equally to be divided between them if more than one,
Share
and Share alike as Tenants in Common and not as joint
Tenants to be

or vested Interest in them respectively at the age of 21 years with Benefit of Survivorship in Case of the Death of any such children under the age of 21 years. And in case there should be no such child or children or, being such, all of them should die under the age of 21 years, Then upon and for the said Charles Hales for ever Estate to him, his Heirs and Assigns.

Executed by Charles Hales, Elizabeth Everest, William Hales and Charles Hupart and duly attested.

14th Feb 1798 **By an Order** made in the High Court of Chancery by his Honor, the Master of the Rolls, in a cause wherein the said **Charles Hales (#85)** and **Elizabeth Harriet⁴⁰⁶**, his Wife and **Robert Samuel Everest (#15)** and **Francis Everest (#17)**, infants by the said Charles Hales, their next friend were plaintiffs and the said **Samuel Margerum (#27)**, **Richard Joseph (#35)** and **William Everest (#52)**, Defendants. It was (amongst other Things) ordered that it should be referred to the Master (Mr. Graves) to approve of a proper Settlement to be made puissant to said

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From the beginning of page 6 it would appear that Elizabeth Harriet was (#16), the sister of Robert Samuel and Francis Everest.

abstracted articles

with a certain addition therein mentioned and the said Master was to be at

Liberty to make a separate Report thereof and it was ordered that all proper

parties should join therein as the said Master should direct.

20th & 29th June 1798 **By Indus** of Lease and Release or Settlement, the Release being

made between the said **Samuel Margerum (#27)** of the 1st part, the said **Charles Hales (#85)**

and **Elizabeth Harriet (#16)**, his Wife, of the second part and the said **William Hales (#84)** &

page 6:

William Everest (#52) of **Otford** in the county of Kent. yeoman, of the 3rd part

After reciting the said abstracted Articles and that the said Elizabeth Harriet Hales had attained her age of 21 years but the said Francis and Robert Everest were Infants

And also reciting the said Decree herein before abstracted and that the said Charles Hales and Elizabeth Harriet, his Wife, had appointed the said William Everest as Trustee in the Room and Head of
of
the said Charles Hurpart.

It is Witnessed that in conson?⁴⁰⁷ of ye said Marriage and in pursuance and
performance of the before abstracted articles of agreement and also in
conson

407

consideration?

of 10s⁴⁰⁸ to said Samuel Margerum, and William Everest, he the said Samuel Margerum (with the approbation of William Graves, Squire, the Master, to whom the said cause stood referred) testified by his signing his allowance thereof in the Margin of the now abstracting In?? And also by the Direction and Appointment of the said ***Charles Hales and Elizabeth Harriet***, his wife, testified by their being parties to and executing the same Deed so far as he lawfully could bargain, sell and release and the said Charles Hales and Elizabeth Harriet, his Wife, testified

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10 shillings?

(with the approbation of the said Master) Did and each of them Did grant, bargain, sell, alien, release and confirm unto the said William Hales and William Everest (in their actual presence then being, etc.) and to their Heirs and Assigns.

All that one undivided Moiety, or half part, the whole into 2 equal parts to be divided of and in one undivided third part or share of and in (amongst ?? ??

The rest of this page, and much of page 7, has been crossed out:

All ?? ?? ??
known by the name or Sign of the *White Lion Inn*
but now connected with a dwelling House situate
and standing in the *High Street* of the Town of

Croydon in the County of Surrey heretofore facing the **Corn Market** House there which hath lately been pulled down together with the Yards, Gardens, Stables, looms, Corn Rooms, Graneries, Coach House, Lofts, Outhouses, Sheds, Edifices, Buildings and Shops thereunto belonging and also of and in all that little Messuage? or Tenement with the Yards, Gardens, etc., thereunto belonging, situate and being on the South side of the Great Yard belonging to the said Dwelling

page 7:

House theretofore known by the Sign of the White Lyon Inn and also of and in all that field, piece or parcel of Land containing about one acre, more or less, adjoining to a Way belonging to the said Dwelling House leading from thence to a Lane called the **Back Lane** near the said Town of Croydon, together with all Ways and All which said premises were theretofore in the Tenure or Occupation of **Joseph Frith**, deceased, and Robert Titchborne, their

Undertenants or Assigns, afterwards of **William Frith**, deceased, son of the said Joseph Frith and Robert Titchborne and late in the occupation of the Executors of the said William Frith and Elizabeth Titchborne and now of **William Blake**, his Undertenants and Assigns.

And also of and in all that Messuage or Tenement with the Stable, Coach House, Wash House, Outhouses, Yards, Garden, Ground and Premises thereto belonging then late in the Occupation of Mrs. **Sarah Newland** but then of **Martha Minnes?**, situate ?? , lying and being in the Town and parish of **Bromley** aforesaid.

[Crossing out ends here](#)

Together with all Ways, etc.

And all Houses, etc.

And the Reversion, etc.

And all the Estate, etc.

To hold unto and to the Use of the said William Hales and William Everest, their Heirs and Assigns

Upon the Trusts hereinafter abstracted

Covenants from the said *Charles Hales (#85)* for himself and Wife that they would, as of the then last Easter Term, or some other subsequent Term, acknowledge and levy one or more fine or fines

Sur conveyance de droit come ces, etc. of the said Moiety of said one third part of the same premises.

Which said fine or fines to be acknowledged and levied should be and ensue and should be adjudged, constructed and taken to be and ensue

To the Use of the said *William Hales (#84)* and *William*

page 8:

Everest (#52), their Heirs and Assigns.

Upon the Trust following (that is to say)

Upon trust during the life of the said *Elizabeth Harriet*⁴⁰⁹
Hales (#16), to pay

all the ?? Rents, Issues and profits of the said premises (after
payment of all Outgoings payable in Respect thereof) from
Time to

Time as the same should arise and become payable unto such
person or

persons for such Uses, Intents and purposes and in such
Manner as

the said Elizabeth Harriet Hales should, from Time to Time
during her

Life direct or appoint. And in Default of such Direct or Appointment And as to such part or parts, etc. whereto no Appointment should extend

To pay the same into the Proper Hands of the said Elizabeth Harriet Hales for her sole and separate Use independent of her present or any future Husband. And that her Receipts alone should be sufficient Discharge for the same. And for and after her Decease

Upon further Trust to stand seized of the same premises In trust for all and every the child and children of the said Charles Hales on the body of the said Elizabeth Harriet, his Wife, begotten or to be begotten, if more than one, share and share alike as Tenants in common and not as joint Tenants and their respective Heirs and Assigns. And if

but one such child

Then in trust for such child, his or her Heirs and Assigns for his or her own use and Benefit, the part or share or parts or Shares, of such child or children to be conveyed and assigned at their respective ages of 21 years and in case such child or children should attain the age of 21 years in the life Time of their said Mother, the part or share of such child or children to be conveyed, transferred and assigned to them immediately after the decease of their said Mother but so as that the same shall be in the mean time considered a vested Interest in him, her or them and transmission

to his, her or their Heirs or Assigns with Benefit of Survivorship in case of the Death of any of such children under the Age of 21 years. But in case there should be no such child or children, or there being such all of them should die before they attained the said age of 21 years

In trust for the said *Charles Hales (#85)*, his Heirs and Assigns to and for his and their own use and Benefit and to and for no other use, Intent or purpose

page 9:

whatsoever.

Power for the said Trustees during the Life of the said *Elizabeth Harriet Hales (#16)* with her consent (testified by some Writing under her Hand and Seal and attested by 2 credible witnesses) to make, sale, alien and dispose of or convey in exchange for ?? Messuages, Lands, Hereditaments and Premises situate in England the said Moiety of the said premises, either together or in parcels, for the best price in Money, or other equivalent, as to them, the said Trustees with such consent to be testified as aforesaid should

seem reasonable and for that purpose it should be lawful for the said Trustees, with such consent to be testified as aforesaid by and Deed or Deeds, Writing or Writings, under their Hands and Seals to be attested by 2 or more credible to revoke and make void all and every the Trusts Limitations, powers, provisos and agreements before contained of and concerning so much of the said premises as should be so sold or exchanged and by the same or any other Deed or Deeds, Writing or Writings, to be by them signed, sealed and delivered and attested as aforesaid to limit, appoint, convey and assure so much of the said premises whereof the Trusts should be so revoked either to the purchaser or person making the Exchange as should be necessary for conveying into Execution such Sale or Exchanges as aforesaid and, upon payment of the purchase Money, to give and sign Receipts for the same which Receipts should be sufficient discharges for the Money thereby acknowledged

to be received and that the persons paying the same should not afterwards be obliged to see the application or Misapplication thereof. And that, when any such Monies were received by the said Trustees, or any person or person authorized to receive the same, it should with all convenient speed be laid out and invested by the said Trustees, or the survivor of them (with such consent as aforesaid) in the purchase of other lands situate in England of a clear Estate of Inhance? in fee simple whereof any part, not exceeding one fourth part, might be copyhold which said premises so to be purchased And all other Messuages, etc. which should be vested in the

page 10:

said Trustees, or the Survivor of them, their or his Heirs or Assigns, by Way of Exchange for all or any part of the said premises thereby made saleable or exchangeable as aforesaid, should be settled, conveyed and assured unto and

to the use of them, the said *William Hales (#84)* and *William Everest (#52)*, or the Survivor of them or ?? the Trustee or Trustees for the Time being Upon such Trusts and for such Intents and Purposes and subject to the same powers and provisos as are thereinbefore mentioned and hereinbefore abstracted or as near thereto as the Deaths of parties or other contingences would permit.

Power for said Trustee that is in the mean Time and until such Money should be laid out and invested in such purchase or purchases as aforesaid, with the like consent of said *Elizabeth Harriet Hales (#16)*, to lay out and invest the same in real or Government Securities at Interest in their or his Name or Names and to sell and dispose of the same and to lay out the produce in Government or ?? Securities with the like Consent and the Dividends, Interests and

annual proceeds of such stocks, funds and Securities, to be paid and applied to the same Uses, Intents and purposes as the Rents, Issues and profits of such purchases would have been applicable had they been actually made.

Covenant from said *Charles Hales (#85)* for further Assurance

Executed by *Samuel Margerum (#27)*, *William Hales (#84)* and *William Everest (#52)* and duly attested.

Michas Term **Indus** of fine between *William Hales (#84)* and *William Everest (#52)*

39 Geo III plaintiffs and
1798 *Charles Hales (#85)* and *Elizabeth Harriet (#16)*, his Wife, Deforciant
of 1 Moiety of one third part of 2 Messuages, 2 Gardens,
2 Orchards, 10 acres of land, 20 acres of meadow and
10 acres of pasture and 10 acres of Wood and of a
Moiety of 1 third part of 2 third parts of 2 Messuages?,
2 Barns, 2 Stables, 2 Gardens, 2 Orchards and 100
acres of Land, 50 acres of Meadow and 50 acres of
pasture, 40 acres of Wood and 10 acres of Hop Ground
with the appurtenances in *Bromley* and *Chislehurst*,
Stansted and *Shoreham* in the county of Kent.
And of a Moiety of one third part of 2 Messuages?,

2 cottages⁴¹⁰, 2 stables, 2 gardens, 2 orchards, 2 acres of land,
2 acres of

2 acres of Meadow, 2 acres of pasture, with the
appurtenances in the county of Surrey?

27th & 28th **Indus** of Lease and Release the Release being of the later Date and
made or
Nov 1798 expressed to be made between **Richard Joseph** (#35) of **New Street,**
Shoe Lane in the
parish of **St. Brides** in the City of London, pa??er, and **Lucy** (#89), his
Wife, of the
first part, **William Hales** (#84) of **Fenchurch Street** in the City of

410

cottages?

London,
stationer, and **William Everest (#52)** of **Otford** in the county of Kent,
Yeoman, of
the second part, **Charles Hales (#85)**, then late of **Ludgate Hill** in the
said City of
London, but then of **Boll Court, Fleet Street** in the said City of London,
upholsterer, and **Elizabeth Harriet**, his Wife, heretofore **Elizabeth
Harriet Everest (#16)**,
spinster, of the third part and said **William Everest (#52)** and **John
Saxby (#81)** of **Hadlow**
in the county of Kent, Gent, a Trustee? nominated and appointed by
and on the
Behalf of said William Everest of the 4th part.

Reciting that said **Richard Joseph (#35)** was seized in fee
simple of or
to one undivided third part or Share of and in the farm, Lands,

??

and Hereditaments Hereinafter mentioned and described with the appurtenances and that said **William Everest (#52)** had contracted and agreed with said Richard Joseph for the absolute purchase of such 3rd part or share and the fee simple and Inheritance thereof free from Incumbrance at or for the price or sum of £500 being in the proportion of £1500 for the whole or entirety of said Hereditaments.

And reciting that the said **Elizabeth H. Hales (#16)**, upon her attaining the Age of 21 years became entitled in fee simple in Manner

thereinafter mentioned of one 3rd part of 2 remaining undivided
3 parts
of same Hereditaments and previously to the Marriage of the
said C. Hales
and E. H., his Wife, it was agreed that one Moiety of said 3rd
part
of 2/3rd parts of said Hereditaments should, as soon as E. H.
Hales should attain
her age of 21 years be settled, conveyed and assured in Manner
and for
the purposes thereinafter more particularly mentioned and that
the remaining
Moiety thereof should remain unsettled and undisposed as
thereinafter
was also mentioned

And reciting that the said William Everest had contracted & agreed with said Charles Hales and E. H., his wife, for the absolute purchase of said Moiety or half part so remaining or agreed to remain unsettled of and in said $1/3^{\text{rd}}$ part of said $2/3^{\text{rd}}$ parts of said Hereditaments and the fee simple and Inheritance thereof free from Incumbrance at or for the price of £166.13s.4d being in the like proportion of £1500⁴¹¹ for the whole or entirety of said premises.

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£166.67 is one-ninth of £1500

It is by the now ??⁴¹² Indus of Release **Witnessed** that in
pursuance
of said recited contract and agreement for sale on the part of said
Richard
Joseph and in consideration of £500 to said **Richard Joseph (#35)**
paid by said William Everest
at or before the sealing and Delivery of the now ?? Indus. **And also**
in

page 12:

Consideration of 5s to said Richard Joseph paid by said John Saxby,
He, the said Richard Joseph
and Lucy, his Wife, at the Request and by the Direction and

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Does this “now” mean 1811 when this Abstract was written?
Here and below the same word is used: “ab?tring”.

Appointment of said

William Everest, testified as therein mentioned Did grant, bargain,
sell, alien and release

unto said John Saxby in his actual possession and to his heirs

All that undivided 3rd part or share of and in
(amongst said Hereditaments)

All the premises mentioned in the Title of the
Abstract

And also of and in all Woods, etc.

And the Reversion, etc.

And all the Estate, etc.

And also all Deeds, etc.

To hold same 3rd part unto said John Saxby and to his
Heirs forever

To the Uses nevertheless and for the Intents and

purposes
thereinafter mentioned, expressed and declared of and
concerning the same

And it is by the now ? Indenture? of Release **further**

Witnessed that in pursuance

of said recited contract and agreement for sale on the part of the
said Charles

Hales and E. H⁴¹³., his Wife, and in consideration of £166.13s.4d to
said Charles

Hales & E. H., his Wife, paid by said William Everest and also in
consideration of 5s to said

Charles Hales and E. H., his Wife, paid by said John Saxby, They,
the said Charles

Hales and E. H., his Wife, at the Request and by the Direction and appointment of said William Everest, Did grant, bargain, sell, alien and release unto John Saxby,
(in his actual possession, etc. paid to his Heirs)

All that Moiety or half part (the whole into 2 equal parts to be divided of and in $1/9^{\text{th}}$ part of said 2 other or remaining undivided 3^{rd} parts or Shares of and in The said farm, land and Hereditaments thereinbefore mentioned and described with appurtenances And the Reversion? And all the Estate And also all Deeds, etc.

To hold said Moiety or half part of and in said 3^{rd} part of $2/3^{\text{rd}}$ parts or shares of and in said farm, etc. unto said

John Saxby
and to his Heirs forever.

To the Uses nevertheless and for the Intents and
purposes
thereinafter mentioned, expressed and decalred of and
concerning the same

And it was therevy declared and agreed between
and by said parties thereto that as well said 3rd part of said
premises

page 13:

and said moiety or half part of one third part of the 2 remaining
3rd parts or Shares of same premises were so granted, released and
conveyed as therein aforesaid that said John Saxby and his Heirs
should stand seized thereof

To the Uses and upon and for the Trusts, Intents and
purposes thereinafter mentioned, expressed and declared of and
concerning

the same (that is to say)

To the use of such person or persons and for such Estate or Estates, Interest or Interests, and to and for such ?? , Intents and purposes

and upon such Trusts and charged and chargeable in such Manner and subject to such powers of Association and ?? Appointment and

other powers, provisos, Declarations and Agreements as said

William

Everest (#52), by and Deed or Deeds, Instrument or Instruments, in Writing

to be by him signed, sealed and delivered in the presence of and to be

attested by 2 or more credible witnesses or by his last Will and Testament in Writing or any Writing in the Nature of, or purporting to be his last Will and Testament or any codicil thereto to be signed,

sealed and published by him in the presence of and attested by 3 or more of the like credible witnesses should direct, limit or appoint.
And
in Default of and until such Direction, Limitation or Appointment, or in case any such should be made, then subject thereto and when and
as the Estate or Estates, Interest or Interests, thereby limited, directed, appointed
or created should respectively end and determine and in the mean Time subject thereto and as to such part or parts of the same premises of which no such Direction, Limitation or Appointment should be effectively made as aforesaid.

To the use of the said ***William Everest*** and his Assigns for and during the Term of his natural Life without Impeachment of and for any Manner of Waste and from and after the Determination

of that Estate by any Arears in his lifetime.

To the use of the said **John Saxby (#81)** and his Heirs during the natural Life of the said William Everest In trust, nevertheless for the only Benefit of the said William Everest and his Assigns and from and after the Determination of the Estate so limited in Use to the said John Saxby and his Heirs during the life of said William Everest.

To the only and absolute Use and Behoof of said William Everest, his Heirs and Assigns, forever.

And to and upon no other Use, Trust, Intent or purpose whatsoever.

page 14:

Covenant by said **Richard Joseph (#35)** for himself, his Heirs, Executors and Administrators, and for said Lucy, his wife and by said **Charles Hales (#85)** for himself, his

Heirs,
Executors and Administrators, and for said E.H.. his wife
and
her Heirs, that they, said Richard Joseph and wife and
C. Hales and wife and their respective Heirs, would,
as of the then present Michas Term or before the
end of Hilary Term then next acknowledge and levy
in due form of law unto John Saxby and his Heirs,
one or more fine or fines Sur conveyance de droit
come ceo, etc. with proclamations of as well of said
undivided 3rd part of and in said premises as if said
Moiety of one third part of said 2/3rd parts of same
Hereditaments by such Names, etc. as should be thought
requisite.

Decton that until said fine should be and ?? as to said
3rd part of said premises and of said Moiety of said 3rd part of said

2/3rd parts
of same Hereditaments

To the Uses upon and for the Trusts, Intents and purposes thereinbefore mentioned, expressed and declared of and concerning the same

And for no other use, etc.

And Reciting the Will and Codicil of *Elizabeth Titchborne (#14)*⁴¹⁴, late of *Islington* in the County of Middlesex, widow, died as hereinbefore

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her will was written 1788 and the codicil in 1790; in Indenture of Five Parts, written in 1810 (Document 1810-3) Elizabeth Titchborne is described as of "late of *Mare Street* in the parish of *Saint John, Hackney*, Middlesex

abstracted.

And Reciting the hereinbefore abstracted Indenture of
Lease and

Release dated respectively 28th and 29th June 1798 and the several
Matters &

Things therein contained, etc. .

And Reciting that said *William Hales (#84)* and *William
Everest (#52)*

at the Request and by and with the privity, consent and
approbation

of said E. H. Hales, had contracted and agreed with said John
Saxby

for the absolute Sale to him in fee simple of said Moiety or half part
settled and conveyed by said Indenture of Lease and Release or
Steelement of and

in 1/3rd part or share of 2 undivided 3rd parts or shares of said

premises
and whereof one third part and the other Moiety of said 3rd part of
2/3rd parts were thereinbefore granted and released at or for the
price or
sum of £166. 13. 4 being in the like proportion of £1500 for the
whole
of said Hereditaments.

And it is further Witnessed that, in pursuance of said recited

page 15:

contract or agreement and in consideration of £166. 13.. 4 paid by
said **John Saxby (#81)**
to said **William Hales (#84)** and **William Everest (#52)** by and with
the privity, consent and approbation
of said **E.H. Hales (#16)**, testifies as therein mentioned And in
pursuance and Exercise of

the power and authority given to or vested in them, the said
William Hales and
William Everest in and by said Indenture of Release or Settlement
of 29th June 1798
and by Virtue of all and every other power and powers, Authority
and
authorities in them vested and in Exercise and Execution thereof,
They, said William
Hales and William Everest (at the Request and with the privity,
consent and
Approbation of said E.H. Hales, testified as therein mentioned, Did
by the now
abstracting Deed or Writing, revoke, determine and make void
All and every the Trusts, powers, provisions and
agreements in and by the said in part recited
Indenture of Release or Settlement of 29th June
1798

expressed concerning said Moiety therein after
released
of said 3rd part of 2/3rd parts of said premises.

And it is by the now abstracting Indenture of Release **further
Witnessed**

that for the considerations aforesaid and in further pursuance of
said recited
contract or agreement and in pursuance of said power, Trust and
Authority to
tem, said William Hales and W. Everest given by said Indenture of
29th June 1798
And by Virtue of all and every powers, etc. in them vested, They
said William Hales
and William Everest (at the like Request and by and with the like
consent and

approbation of said E.H.Hales (testified a thereinbefore mentioned)
Did bargain,
sell and release, And sid Charles Hales and E.H., his Wife, in
consideration of 5s
to them paid by John Saxby, Did grant, bargain, sell, alien and
release, unto
said John Daxby (in his actual possession, etc.) and to his Heirs.

All that one undivided Moiety or half part
thereinbefore mentioned to be settled and
conveyed by
said Indentures of Lease and Release of 28th & 29th
June
1798 of and in one undivided 3rd part or Share of
2 undivided 3rd parts or Shares thereinbefore
granted
and released.
And the Reversion, etc.

And all the Estates, etc.

And all Deeds, etc.

To hold same unto said John Saxby and to his Heirs
forever.

To the Uses nevertheless and for the Intents and
purposes

thereinafter mentioned. expressed and declared of and con-
taining same.

page 16:

Covenant by the said *William Hales (#84)*
and *William Everest (#52)*

that they had done no Act to incumber said
Premises.

And reciting that said therein last mentioned

Sum of
£166.. 13.. 4d therenbefore mentioned to be paid by said
John Saxby (#81)
to said William Hales and William Everest as Trustees as
aforesaid was the proper Money of
said William Everest and the said contract so entered into
and the said
purchase so made by the said John Saxby as aforesaid was
so entered into
and made by him on the part and Behalf of and as a Trustee
for said
William Everest and with the privity, consent and
approbation as well
of said William Hales and of said Charles Hales and E.H.,
his wife, testified
as therein mentioned.

And it is by the now abstracing Indenture of Release **further
Witnessed**

and it was thereby agreed and declared between and by said parties thereto that said thereby lastly granted and released Moiety or half part of $1/3^{\text{rd}}$ part of $2/3^{\text{rd}}$ parts of said premises was so granted and released as aforesaid and that said John Saxby and his Heirs should stand seized thereof.

To the Uses upon and for the Trusts, Intents and purposes following (that is to say)

To the Use of such person or persons and for such Estate or Estates, Interest and Interests, and to and for such Ends, Interests and

purposes following (that is to say)

To the use of such person or persons and for such
Estate

or Estates, Interest and Interests, and to and for such
Ends, Intents and

purposes and upon such Trusts and charged and
chargeable in

such Manner and subject to such powers of Avocation
and new

Appointment and other powers, provisos, Declarations
and Agreements

as the said *William Everest (#52)*, by any Deed or Deeds,
Instrument or Instruction

in Writing to be by him signed, sealed and delivered in
presence of and

attested by 2 or more credible witnesses or by his last Will
and Testament

in Writing or any Writing in the Nature of or purporting to be his last Will and Testament or any Codicil thereto to be signed, sealed and published by him in the presence of and attested by 3 or more of the like credible Witnesses should direct, limit or appoint. And in Default of and until such Direction, Limitation or appointment or in case any such should be made then subject thereto and when and as the Estate or Estates, Interest or Interests, thereby or limited, directed, appointed or created should ?? end and Determine and in the mean Time subject thereto and as to such part or parts of same premises of which

page 17:

no such Direction, Limitation or Appointment should be effectually made as aforesaid.

To the Use of the said **William Everest (#52)** and his Assigns
for and during the Term of his natural Life without Impeachment
of or for any Manner of Waste and from and after the Determination
of that Estate by any Means in his Lifetime.

To the use of the said **John Saxby (#81)** and his Heirs during
the natural life of the said William Everest
In trust, nevertheless, to the only Benefit of the said William Everest

and his assigns and from and after the Determination of the Estate so limited in Use to the said John Saxby and his

Heirs during the life of the said William Everest.

To the only and Absolute Use and Behoof of said William

Everest, his Heirs and Assigns, for ever.

And to, for and upon no other Use, Trust, Intent or purpose whatsoever.

Covenant by the said *Richard Joseph (#35)* for himself,

his Heirs, Eecutors and Administrators, and for his and their

Acts and Deeds and for the several Acts and

Deeds of *Catherine Joseph (#34)*, *his Mother*⁴¹⁵, and
of
Samuel Rutter (#5), both then since died and for
the Right Title and Enjoyment and further
assurance of 1/3rd part of said premises. And by
said *Charles Hales (#85)* for himself, his Heirs,
Executors
and Administrators and for and on the Behalf of
said
E.H., his Wife and her Heirs and for his, her and
their Acts and Deeds and for the Acts and
Deeds of said *E. Titchborne (#14)*, deceased, and
for the
Right Title, quiet Enjoyment and further

?surance of 1/3rd part of 2/3rd of said Hereditaments
and premises

severally and not jointly, etc. that they, said
Richard Joseph (#35), **Charles Hales (#85)** and
E.H.Hales (#16),

his wife, and **William Hales (#84)** and **William
Everes (#52)** had a

Right to convet said parts and premises in Manner
thereinbefore mentioned ----- That said parts,
etc. should thereafter remain and be to the uses,
etc.

therein before expressed and decalred of and
concerning the same - - that said premises were

page 18:

free from Incumbrances (except Quit Rents) and
for further assurance

Executed by said *Richard Joseph (#35), Lucy Joseph (#89), William Hales (#84), William Everest (#52), Charles Hales (#85) Elizabeth Harriet Hales (#16), William Everest and John Saxby (#81)* duly attested and 3 Receipts for the ?? Monies indorsed, signed by the several parties receiving the same and duly witnessed.

Hilary Term **Indies** of Fine levied in pursuance of the covenant contained in
 the
 40th Geo. III last abstract Inore? wherein **John Saxby (#81)** was Plaintiff and
Richard
 1800 **Joseph (#35)**
 and **Lucy (#89)**, his Wife, and **Charles Hales (#85)** and **Elizabeth**
Harriet (#16), his Wife,
 were Deforciant of
 one third part of 2 Barns, 2 Stables, 2 Orchards, 130
 acres of Land, 20 acres of Meadow, 20 Acres of
 pasture, 20 Acres of Hop Ground and 20 Acres of
 Wood with the appurtenances in **Stansted** and
Shoreham

go to Abstract 3

Abstract 3 is an abstract of Deed of Separation between Mr & Mrs Hales dated
 15th Mar 1806.