

Batch 2

A batch of documents dating from 1704 - 1842 were transcribed and analysed by Jean Fox in 2006. Although described as being of Otford, there are more references to Shoreham than Otford and this majority of Shoreham references to those from Otford continues in this second batch. There are four further batches to be transcribed and analysed. There are also references in this batch to people and lands that appear in batch 1.

Below is a list of the documents in Batch 2. In addition there is a letter to Messrs. Baxendale & Co., Solicitors which does not seem to be connected with the other documents; a transcription of it is given on page 5

The list contains references to many more documents than those which survived. Those just mentioned have "M" added to their reference number which is:

year written -1, -2, etc. if more than one document for that year

The documents which have been transcribed, together with those mentioned in the transcriptions, are listed here in date order. Those just 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.

There are three Abstracts concerning the Title of James Espinasse, Esq. to land in Shoreham in the County of Kent. Transcripts of these are in a separate "document".

Abstract 1 deals with East Down, Espinasses & Danks, etc. 1722 to 1833

Abstract 2 of the Title of *James Espinasse*, Esq. to an Estate at *Shoreham* in the County of Kent of Gavelkind Tenure

Abstract 3 of the Title of *James Espinasse* Esq<sup>re</sup> to Freehold hereditaments called *Stonehouse* situate at *Shoreham* in the County of Kent of Gavelkind Tenure

In the abstracts, pages are referred to as folios and, in the transcriptions, "folio" is used to refer to the pages in the abstract itself. When a reference is given as a page number, it refers to pages in the transcription. Lines were made on the pages with a sharp pointed instrument but no ink or alternative. Many pages have the maximum of 40 lines of writing and there are also vertical lines since sub-sections and sub-sub-sections start further in than the main sections.

There is a long note written on the Abstracts by James Turner of Grays Inn on 1<sup>st</sup> May 1841. This was therefore just before the May 1841 documents were written.

In addition, a letter (hardly legible) was written to Messrs Baxendale & Co., Solicitors, Great Winchester Street, City. in April 1842. Baxendales were probably the solicitors dealing with these complicated transactions but this letter does not seem to be connected with the other documents. A transcript of it is given below the list of the documents included in, or mentioned in, Batch 2.

1695 2 Oct 1695	Indenture between Richard Rich and Richard Danks	T <sup>1</sup> pages B. 1 - 5
1722-1 10 Aug	Probate Copy of the Will of Richard Danks	T:Abst1 pages C. 1 - 2

*Otford & Shoreham Documents 1695-1841*

O.2

## Batch 2

1761-1M 9 July	Indenture of Mortgage; James Espinasse, Stonehouse (no original)	Abst3
1761-2M 1 Oct	Indenture of Lease (no original)	Abst3
1761-3M 2 Oct	Indenture of Release (no original)	Abst3
1765-1M 5 April	Indenture of Lease James Espinasse; Estate, Shoreham (no original)	Abst2
1765-2M 6 April	Indenture of Release (as Lease) (no original)	Abst2
1767M 15 May	Indenture of Mortgage (no original)	Abst3
1776 4 Mar	Probate Copy of the Will of William Danks	T:Abst1 pages D. 1 - 2
1777- 1M 28 Nov.	Indenture of Lease (no original)	Abst2
1777- 2M 29 Nov.	Indenture of Release (no original)	Abst2
1779M 3 May	Indenture of Assignment (no original)	Abst3
1782M 26 Oct	Indenture of Assignment (no original)	Abst3
1788-1M & 2M 2 & 3 Dec	Indentures of Lease & Release (no originals)	Abst3
1789-1M & 2M 13 & 14 May	Indentures of Lease & Release (no originals)	Abst3
1789-1 24 Oct	Mortgage for 1000 Years; Danks & John Williams	T:Abst1 pages E. 1 - 5
1789-3M& 4M 29 & 30 Nov	Indentures of Lease & Release (no originals)	Abst3
1790M 15 Jan	Bond (no original)	Abst3
1791-1M 6 & 7 Jan	Indentures of Lease & Release (no originals)	1841-1;1.8 Abst3
1791-2M 7 Jan	Indenture of Release and Mortgage (no original)	1841-1;3.3
1791-3M	Indenture of Demise (no original)	1841-4;1.19

*Otford & Shoreham Documents 1695-1841*  
Batch 2

O.3

25 Jun

1791-4M 13 Oct 1791	Deed poll or Instrument (no original)	1841-1;2.4
1791-5M 13 Oct 1791	Indenture of Settlement made on the Marriage of <i>Mary Ellitson</i> with <i>William Darkson</i> which was afterwards duly solemnized (no original)	1841-1;2.16 2.18
1791-6M 25 Jun	Indenture of Mortgage (no original) between James Luck & James Martin	Abst2
1792-1M 19 Jan 1792	Indenture of Lease (no original)	1841-1;1.25
1792-2M & 3M 20 Jan 1792	Indentures of Release (no original)	1841-1;1.25
1792-4M 6 Dec 1792	Indenture of Lease (no original)	1841-1;1.32
1792-5M 7 Dec 1792	Indenture of Demise by way of Mortgage (no original)	1841-1;1.38
1795-2M & 3M 23 & 24 Nov 1795	Indentures of Lease & Release (no originals)	1841-1.27
1796 7 Jan	Indenture of Three Parts (in same document as 1789-1)	T:Abst1 pages: E. 6 - 9
1809-1M 28 Nov 1809	Indenture of Lease (no original)	1841-1;2.31
1809-2M 29 Nov 1809	Indenture of Release and Assignment (no original)	1841-1;2.31
1810-8 25 Jun	Lease for a Year Mess <sup>rs</sup> Danks to Robert Espinasse Esq. Trustee for Isaac Espinasse Esq <sup>re</sup>	T:Abst1 pages: F. 1 - 3
1810-9 26 Jun	Conveyance; Surrender (Release) Mess <sup>rs</sup> Danks to Isaac Espinasse Esq	T:Abst1 pages: F. 4 - 13
1810-10 14 Aug	Mr. Stephen Wigzell & Wife to Henrietta Danks	T:Abst1 pages: G. 1 - 2.
1810-11	Recovery; Isaac Espinasse against Robert Espinasse	T pages: H. 1 - 2
1827-1M 21 Jun	Indenture	Abst2
1833 18 Sep	last will & testament of Isaac Espinasse proved 18 March 1834	1841-4; -6; Abst1 T. pages: I. 1 - 2

*Otford & Shoreham Documents 1695-1841*  
Batch 2

O.4

1834M 6 Jan	Will of B.S. Pryer	Abst2
1835M 14 Jul	Indenture of Assignment	1841-5 Abst2
1841-1 12 Mar	Agreement for Sale between James Espinasse & James Ryder Burton	T. pages: J. 1 - 2
1841-2 1 May	Observation on Abstracts	T. pages: K. 1 - 3
1841-4 24 May	Lease for a Year James Espinasse to Captain James Ryder Burton	T. pages: L. 1 - 2
1841-3 25 May	Certificate confirming James Espinasse's wife knew the contents of a deed	T. pages: M. 1 - 1
1841-5 25 May	Release of Freehold and Assignment	T. pages: N.1 - 7
1841-6 25 May	Assignment of 2 ?? Terms of 2000 & 1000 years	T. pages: P: 1 - 9



This document, dating from 1695, is damaged.

Inscribed on the outside:

*Mr. Richard Rich ?? to Richard Dankes*

*dated 2 Oct 1695*

***This Indenture***<sup>3</sup> made the second day of October in the Scaventh<sup>4</sup> year of the Reign of our Sovereign Lord William the third by the Grace of God of  
 2 England, Scotland, France and Ireland, King, defender of the faith, etc. Anno. ??  
 1695. ***Between Richard Rich of Seavenocke*** in the County of Kent, Gent, of the one part and ***Richard Dankes of Shoreham*** in the  
 3 said County of Kent, yeoman, of the other part. ***Witnesseth*** that the said Richard Rich, for and in consideration of the sum of three hundred and twenty pounds of lawful money of England to him, the said Richard  
 4 Rich in hand, at and before the ensealing and delivery of these presents well and truly paid by the said Richard Dankes, the receipt whereof he, the said Richard Rich, doth hereby acknowledge and himself  
 5 therewith fully satisfied and paid and thereof, and of every part and parcel thereof, doth thereby and freely Acquit and discharge the said Richard Dankes, his heirs, executors, Adm. and Assigns  
 6 by these presents. ***hee***, the said Richard Rich, hath granted, bargained, sold, enfeoffed, renifed?, released and confirmed and, by these presents for the consideration aforesaid, doth grant, Bargain, sell, ?? off  
 7 re ? se, release and confirm, unto the said Richard Dankes, his heirs and Assigns, he, the said Richard Dankes, in his actual possession of the Messuage or Tenement, Lands and Premises hereafter in these presents mentioned with  
 8 thappurtenances now being, by force and virtue of One Indenture 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 said  
 9 Richard Rich of the one part and the said Richard Dankes of the other part and of the Statute for Transferring uses into possession. ***All*** that Messuage or tenement formerly the ***Mansion House*** of John Small and the Kitchen  
 10 Barns, Stable, Outhouses, Buildings, Closes, Yards, Gardens, Orchards, Hemplott and Several pieces or parcels of Land commonly called Rednose Kitchen, Croft Hair lands A??lefield, the long spring Clerkes spring and the little piece  
 11 of ground heretofore parcel of Barnefield? with thappurtenances<sup>5</sup> whatsoever or by what other name or names soever the aforesaid Messuage or tenement, lands and premises or any of the, or any part of them, is or are or have been  
 12 called or known or in how many other sendalls or parcels the same are now in, containing, in the whole, by estimation,<sup>6</sup> fifty Acres, more or less, situate, standing, lying and being at ***East Hill*** alia ***East Down*** in ***Shoreham*** aforesaid.

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<sup>3</sup> letter "T" decorated

<sup>4</sup> seventh

<sup>5</sup> "and certain lands called Bircheseals, Clay pit" were inserted here - see note on the insertion, page 5.

<sup>6</sup> "five and" inserted here; were inserted here - see note on page 5.

13 and now in the tenure or occupation of the said **Richard Dankes**, or his Assigns  
together with all ways, lights, easements, waters, watercourses, fences, hedges,  
14 hedgerows, Timber, Trees, woods, rents, reservations of rent, commons, common of  
pasture & Easements, priviledges<sup>7</sup>, profits, commodities, hereditaments and  
appurtenances whatsoever unto the aforesaid messuage or tenement, several pieces  
or parcels of land and premises and every or any of them and every or any  
15 part thereof belonging or in any ways appertaining or accepted, reputed, taken,  
deemed, used, occupied or enjoyed as part, parcel or member thereof, or in any part  
thereof. And the reu?on or reu?ons, remainder and remainders,  
16 of All and singular the said premises, and every or any part or parcel thereof. And All  
the Estate right title Interest of possession, reu?on, remainder, inheritance, possibility  
claim or demand whatsoever, both at Law and equity,  
17 of him, the said **Richard Rich** of, in and to the said granted and released Messuage or  
Tenement, several pieces or parcels of Land and premises with thappurtenances, and  
every or any part thereof. And also All deeds, Writings or d??  
18 Scripts and muniments touching or concerning only the premises aforesaid or only  
any part thereof. **To have and to hold** All and singular the aforesaid Messuage or  
Tenement, several pieces or parcels of Land and  
19 Other the premises before herein mentioned or intended to be granted and released  
with thappurtenances whatsoever unto the said **Richard Dankes**, his heirs and  
Assigns. To the only use and behoof of the said Richard Dankes,  
20 his heirs and Assigns forever. **And** the said **Richard Rich**, for the consideration  
aforesaid for himself and his heirs, All and singular the said granted and released,  
Messuage or Tenement, several pieces or parcels of Land and  
21 premises with thappurtenances whatsoever unto the said **Richard Dankes**, his heirs  
and Assigns.<sup>8</sup> use and behoof of the said Richard Dankes, his heirs and assigns,  
against him, the said **Richard Rich** and  
22 his heirs<sup>9</sup> ?? All other person and persons whatsoever lawfully claiming by, from  
?? **Francis Rich**, his Brother, their or either of their heirs and Assigns, shall and  
will warrant and forever defend by these  
23 ?? ?? for himself, his heirs, Executors, ?? ?? ?? consideration  
aforesaid, doth covenant, promise and grant ?? ?? **Dankes**, his heirs, executors,  
Adm.  
24 and Assigns, and every of them by these presents in manner following, that is to say,  
that he, the said **Richard Rich**, at the time of the ensealing and delivery of these  
presents for and notwithstanding any Act or thing by him  
25 or the aforesaid **Francis Rich**, his brother, or Richard Rich, deceased, father of him the  
said Richard Rich, ?? ?? these presents, or either or any of them done to the contrary  
(Except only as herein in excepted) is and standeth, softly and  
26 Lawfully seized of and in the aforesaid Messuage or Tenement, several pieces or  
parcels of Land and premises with thappurtenances of a good, sure, perfect and  
absolute Estate in Fee Simple without any condition, Mortgage, charge ??  
27 Limitation of any use or uses, or any other matter or things whatsoever which may  
Alter, change, defeat, determine or make void the same. **And** that for and  
notwithstanding any such Act or thing by him, them or any of them,  
28 done to the contrary, hath in himself good right, full power and Lawful Authority to  
grant, Bargain and Sell, Alien, release, convey and Assure All and Singular the  
aforesaid Messuage or Tenement, several pieces or parcels of

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7 spelled with a "d"

8 a piece about 2 inches wide is missing from lines 20 to 25

9 the document has been folded along this line, parts of which are missing

29 Land and premises with thappurtenances, unto the said **Richard Dankes**, his heirs and  
 Assigns forever according to the purport and true meaning of these presents. **And**  
 also that the said **Richard Dankes**, his heirs  
 30 and Assigns, Shall and may, from time to time and at all times from henceforth, for  
 ever hereafter, lawfully, peaceably and quietly, have hole<sup>10</sup> use, occupy, posses and  
 Enjoy the aforesaid Messuage or Tenement, several pieces or parcels  
 31 of Land and premises before herein mentioned to be granted and released, with  
 thappurtenances without the Lawful Lett, Suit, trouble, calim, molestation,  
 Interruption or Eviction of the said **Richard Rich**, party to these presents, his heirs or  
 32 Assigns or of any person or persons whatsoever Lawfully claiming by, from or under  
 him or the said **Richard Rich, the father**, or the said **Francis Rich**, his Brother, or either  
 or any of them. **And** moreover that the aforesaid Messuage  
 33 or Tenement, several pieces or parcels of Land and premises before herein mentioned  
 to be granted and released, with thappurtenances now are, and at all times forever  
 hereafter, shall be, remain and continue unto the said **Richard Dankes**,  
 34 his heirs and Assigns, free and cleere<sup>11</sup>, and freely, cleerly and absolutely Acquitted,  
 Exonated<sup>12</sup> and discharged of and from All and All manner of former and Other  
 guifts<sup>13</sup>, grants, Bargains, Sales, Leases, Mortgages, Annuities, Jointures, dowers,  
 35 Titles of dower, Judgements, Ex??ous E??ts, Statutes, DEbts to the King, wills,  
 Intayles<sup>14</sup>, Uses, Issues, Fines, post? Fines, quit rents and ameniaments?, charges,  
 tithes, troubled claims, ??ates and Incumbrances whatsoever heretofore had, made,  
 36 committed, done or suffered, or hereafter to be had, made, committed, done or  
 suffered by the **Richard Rich**, party to these presents, his heirs or assigns, or by any  
 other person or persons whatsoever lawfully claiming by, from or under  
 37 him or the said **Richard Rich, the father**, and the said **Francis Rich**, the brother, or  
 either or any of them, the rents and services which from henceforth shall grow due  
 and payable, for the said premises, To the chief Lord or Lords of the  
 38 fee or fees of the premises. And one Mortgage Seal made of the premises together  
 with other Landa and tenements in the occupation of **Thomas Holtropp** by the said  
 Richard, the father, to William Wall, deceased, for two hundred pounds  
 39 principal money which is now discharged out of the purchase money<sup>15</sup> but is agreed to  
 be kept on forfeiture<sup>16</sup> upon the Inheritance of the said premises and to defend the  
 same from Measue Incumbrances as he, the said **Richard Dankes**, his heirs and  
 Assigns,  
 40 shall direct and appoint as his and their charges ?? ?? **And** further that he,  
 the said **Richard Rich**, party to these presents, and his heirs and all other person and  
 persons whatsoever Lawfully claiming any  
 41 Estate, right, Title or Interest of, into or out of the aforesaid granted and release  
 Messuage or Tenement, several pieces or parcels of Land and Premises, or any part or  
 parcel thereof, by, from or under him or the said **Richard, the father**,

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10 whole

11 "clear"?

12 "exonerated"?

13 "gifts"?

14 "Entails"?

15 "out of the purchase money" inserted - were - see note on the insertion, page 5.

16 hole in manuscript here but what is left looks as if word is "forfeiture"; this hole extends into the next line

42 or the said **Francis Rich**, the Brother, or either or any of them, shall and will, from time  
to time and at all times hereafter, at and upon the reasonable request, cost and  
43 charges in the Law of the said **Richard Dankes**, his heirs and  
Assigns, make, do, acknowledge, execute and suffer All and every such further Lawful  
and reasonable Act and Acts, thing and things, devise and devises, Assurance and  
Assurances in the Law, whatsoever for the further and  
44 better assuring and sure making said granted Messuage or Tenement, several pieces  
or parcels of Land and premises with thappurtenances, unto the said **Richard Dankes**,  
his heirs and Assigns forever. **Bee** it by fine, feoffment,  
45 deed or deeds, inrolled or not inrolled, recovery or recoverys, with single or double  
voucher or vouchers, release with warranty or without warranty, or by any other ways  
or means whatsoever as by the said **Richard Dankes**, his  
46 heirs or Assigns or his or their Counsel Learned in the Law shall be reasonably  
advised, devised or required so as the person or persons required to make such further  
Assurance for the doing thereof, be not compelled to travel above  
47 Ten Miles from his or their dwelling house or place of abode and so as such further  
Assurance contain no further or other warranty or Covenant then against him or them  
so required to make or do the same and his or their heirs  
48 **which** said further Assurance and Assurances so as aforesaid or in any other manner  
to be had and made of the premises aforesaid is hereby declared and Agreed between  
the parties to these presents and every of them that the same  
49 shall be and Enure and shall be adjudged, deemed, construed and taken to be and  
Enure. To the only use and behoof of the said **Richard Dankes**, his heirs and Assigns,  
forever and to use Other use or uses, Intents or purposes  
50 whatsoever. **In witness** whereof the parties to these present Indentures  
Interchangeably their hands and seals and have set the day and year first above  
written.

**Richard** (seal) **Rich**

On the reverse:

Memorandum that before the writing and ?? of the  
deed within written the same was stamped by his Majesty's commissioner  
with the stamp of the office according to the act of Parliament.

Witness

**William Hewett**

1 Memorandum that on the twelfth day of December one thousand six hundred  
2 ninety and five, in, of and ?? possession and seizen of the Messuage, Lands and  
premises  
3 and Appurtenances within mentioned was had and taken by the within named  
**Richard Rich**  
4 and, by him, delivered to the within named **Richard Dankes** To have and to hold to  
him,  
5 the said Richard Dankes, his heirs and Assigns forever according to the purport ??  
6 and meaning? of the Indenture within written In the presence of  
?? ?? John Hatchett  
H  
his mark

Sealed and Delivered after the Interlinement  
of these words "and certain Lands called Bircheseals  
Clay pit", between the Tenth and Eleventh Lines  
"five and" between the Eleventh and Twelfth and "out  
of the purchase money" between the Eight and  
Thirtieth and Nine and Thirtieth In the presence  
of us

Thomas Room  
Charles Chapman  
The mark H of  
John Hatchet  
William Hewitt

October the Second 1695

Received then of the within named **Richard Danke** by me, the }  
within named **Richard Rich** the full sum of three hundred and } £320.0.0  
twenty pounds of lawful money of England being the consideration }  
money within mentioned to be, by him, paid unto me, I say received }  
Witness hereunto Richard Rich

Thomas Room  
Charles Chapman  
The mark H of  
John Hatchet  
William Hewitt

10 August 1722

Copy Probate of the  
Will of Richard Danks

1 ***In the Name of God Amen*** the Tenth day of August in the  
2 ninth Year of the Reign of our Sovereign Lord George, by the grace of God, of  
3 Great Britain, France and Ireland, King, Defender of the Faith, etc. Anno.  
4 Din. 1722. I, ***Richard Danks***, of Shoreham in the County of Kent, yeoman,  
5 being weak in Body but of sound and disposing mind and memory, Do  
6 make and ordain this my last Will and Testament in manner and form  
7 following, that is to say, First and Principally I commend my soul into the  
8 hands of Almighty God as into the hands of a faithful Creator and a most  
9 merciful Redeemer, hoping that, for the merits of my only Saviour, Jesus  
10 Christ, I shall rise again to Everlasting life and my body I commit to the  
11 Earth from whence it came, to be decently buried at the discretion of my  
12 Executor hereafter named. And as to what worldly Estate it hath pleased God  
13 to bless be with, all I give and dispose thereof as followeth, that is to say:  
14 **Item:** I give and devise unto my Son, ***William Danks***, All my Messuage or  
15 Tenement, Lands and Premises, with the Appurtenances, wherein I now live  
16 situate in ***Shoreham*** aforesaid, To hold to him, and his Heirs and Assigns,  
17 forever. **Item:** I give and devise unto my said Son, ***William Danks***, All that  
18 my other Messuage or Tenement, Lands and premises, with the Appurtenances  
19 situate, lying and being in the parish of ***Caple***<sup>17</sup>, in the said County of Kent,  
20 now in the tenure of ***Edward Amhurst***. To hold to him and his Heirs and  
21 Assigns forever. And if my said Son William shall happen to dye without  
22 Heirs, Then I give and devise the said Messuages, Lands and premises  
23 aforesaid unto my three Daughters equally to be divided. **Item:** I give and  
24 Devise unto my daughter, Sarah, and to the Heirs of her Body lawfully  
25 begotten, and to be begotten, All my Messuage or Tenement, Barns, Lands  
26 and Premises, with the Appurtenances, in the occupation of ***Thomas Mills***  
27 called by the ***Name or Sign of the Bell*** situate in the parish of ***Kemsing***  
28 in the said County of Kent. And also all that piece or parcel of Land  
29 formerly let to the said Thomas Mills and now in mine own occupation,  
30 situate in Kemsing aforesaid, she, the said Sarah Danks, paying to the  
31 Heirs, Executors or Administrators of ***Richard Keeble***, late of ***Otford*** in the  
32 said County, deceased, the sum of twenty pounds which I owe upon Bond.  
33 **Item:** if my said daughter Sarah Danks shall die without Heirs Then I  
34 give and devise the said Messuage or Tenement, Barns, Lands and  
35 premises with the Appurtenances, before given to my said daughter Sarah  
36 To the rest of my Children, equally to be divided, share and share alike. **Item:**  
37 I give and devise unto my loving wife, Margaret, the South End of my  
38 House with the Orchard and Backside thereunto belonging, late in the  
39 Occupation of ***John French***, for and during her natural life, which end of

page 2:

1 the House adjoins to my Dwelling House. And after the decease of my said  
2 Wife, I give and devise the said South End of the said House, with the Orchard  
3 thereunto belonging, To my two Daughters namely ***Margaret Danks*** and  
4 ***Anne Danks***, To hold to them, and the Survivor of them, during their  
5 natural lives. **Item:** my mind and will is That, if ***my said Son William*** do

6 think it more convenient for him if he, the said William, after the decease  
 7 of my said Wife, do pay unto my said *Daughters, Margaret and Anne*,  
 8 at their days of Marriage, or at their ages of One and twenty, which shall  
 9 first happen, the Sum of Sixty pounds of lawful Money equally to be  
 10 divided, Then my Will is that my said Son William shall have the  
 11 said South End of my said House and I do give and devise the same unto  
 12 him accordingly. **Item:** I give and bequeath unto my said wife furniture  
 13 for two Low Rooms and two Chambers, that is, one feather bed and one Flock  
 14 Bed, four pairs of Sheets and two Chests during her life and, after her  
 15 decease, I give the said Furniture to my son William. **Item:** I give and devise  
 16 unto my said *two daughters, Margaret and Anne*, equally to be divided,  
 17 share and share alike, and to the Heirs of their Bodies lawfully begotten,  
 18 and to be begotten, All my Messuage, Lands, Tenements and premises, with  
 19 the Appurtenances, situate in Kemsing aforesaid, called by the Name of  
 20 *Dippershall* in the occupation of *James Butler*. And all those several  
 21 pieces or parcels of Land called by the name of the *Ryes* situate in  
 22 Kemsing aforesaid in my own occupation. **Item:** if my said *Daughters,*  
 23 *Margaret or Anne*, shall happen to dye without Heirs, Then my mind and  
 24 will is that the share of her so dying shall go to my Surviving Children,  
 25 equally to be divided. **Item:** I give and bequeath unto my *grandson, Wm.*  
 26 *Phillipps*, the sum of five pounds to be paid unto him, by my Executor,  
 27 hereafter named, To put him out to Apprentice. **Item:** I give and devise unto  
 28 my said son Wm. Dankes, All my Messuages, Lands and premises, with the  
 29 Appurtenances, lying and being at *Godden Green*, in the parish of *Seal*  
 30 in the said County of Kent. To hold to him and his Heirs and Assigns,  
 31 forever subject and liable to the payment of twenty pounds to *Elizabeth*  
 32 *Phillips* when she shall attain the Age of One and twenty which  
 33 said sum of twenty pounds I give and bequeath unto my said  
 34 Granddaughter to be paid unto her as aforesaid out of the said Messuage  
 35 and Lands aforesaid. **Item:** I give and bequeath unto my said three  
 36 Daughters, Sarah, Margaret and Anne, all the goods of *my late son*  
 37 *John*, lying and being in my House, equally to be divided, except wearing  
 38 Apparel. **Item:** all the rest and residue of my goods, Cattle, Chattels,  
 39 Household stuff, Ready Money, Plate, Bills, Bonds, Mortgages and all  
 40 other my personal Estate whatsoever, I give and bequeath unto my said

page 3:

1 son *William Danks* towards the bringing up of my *two grandchildren Wm.*  
 2 and *Elizabeth Phillipps* and toward the payment of my Debts, Legacies,  
 3 Funeral Expenses, whom I make sole Executor of this my last will and  
 4 Testament. In witness whereof I, the said Richard Danks, to this my  
 5 last Will and Testament, (Revoking all former Wills by me heretofore made)  
 6 have set my hand and Seal the Day and Year first above written.  
 7 *Richard Danks* Signed, Sealed, published and declared by the said  
 8 Richard Danks to be his Last Will and Testament in the presence of us,  
 9 who, in his presence, subscribed our Names as Witnesses hereunto *Grisell*  
 10 *Pelman*, her mark, *Dorothy Ashdowne*, her mark, *Geor. Tomlin*

Proved in the Prerogative  
 Court of the Lord Archbishop  
 of Canterbury the 18 December  
 1722.

Copy Probate of the  
Will of Mr. William Danks, dated 4<sup>th</sup> March  
1776 Proved in the  
Prerogative Court of the  
Archbishop of Canterbury  
1<sup>st</sup> Feb 1780

1 *In the Name of God Amen* I,  
2 *William Danks*, of the Parish of Shoreham in the County  
3 of Kent, yeoman, being, at this present time, of sound and perfect mind  
4 and memory and having considered the mortality of Man and the uncertain  
5 time of death, Do make, constitute and appoint this my last Will and  
6 Testament in manner and form following (that is to say) First and  
7 principally I commend my Soul to God who gave it, my Body I will to  
8 the earth to be decently buried by and at the discretion and direction of  
9 my Executrix herein after named and appointed. And for such worldly goods  
10 and Temporal Estate it hath pleased God to endow me withall and I shall  
11 dye possessed of *I Give* and dispose of as follows. *I Give* to my  
12 *Daughter Ann*, the wife of *Robert Streatfield* of Shoreham aforesaid, Collar  
13 maker, the sum of one Guinea to be paid her within one year after my decease.  
14 I also *Give* to my *Daughter Sarah*, wife of *William Knell* of *Kemsing* in  
15 the County aforesaid, wheelwright, the sum of one Guinea to be likewise  
16 paid her within one year after my decease. *I Give* to my *Grand Daughter*  
17 *Elizabeth Danks*, the sum of one hundred Pounds to be retained, levied, reserved  
18 and paid out of that part of my Estate called *East Down*, now in my own  
19 occupation when and so soon as she shall arrive at the age of twenty one years  
20 or day of Marriage, which shall first happen. *I Give* and devise unto *Henrietta*,  
21 widow and Relict of my son *William Danks*, deceased, All that my  
22 Messuage or Dwelling House in which I now live with the Barns, Stables, Stalls,  
23 Outbuildings, Yard, Gardens and Appurtenances belonging whatsoever, Together  
24 with all and singular the Lands appertaining conatining about seventy  
25 Acres, more or less, commonly called *East Down*, situate, lying and being in  
26 the parish of Shoreham aforesaid and now in my own occupation. *To*  
27 *hold* to the said Henrietta, for and during her natural life if she shall  
28 so long continue single and unmarried. Subject, nevertheless, to the payment  
29 of the above Legacy of one hundred Pounds given and devised as aforesaid.  
30 *And* from and after her decease or day of marriage, which shall first  
31 happen, *I Give* and devise the said Messuage or Dwelling House, Outbuildings,  
32 Land and Premises, unto my two grandsons, *William Danks* and *Thomas*  
33 *Danks* and to their Heirs respectively equally share alike for ever. Nevertheless  
34 if my said Grandsons shall not both be arrived at the age of twenty one years  
35 as such time when such Marriage of their said Mother shall or may happen  
36 That then, and in that case, I will and direct that she, their said Mother,  
37 shall, notwithstanding her said Marriage, possess and enjoy the said Premises  
38 and to take the rents, profits and Issues thereof, to her use and to and for  
39 the maintaining and bringing up her said Children until they shall attain  
40 the age of twenty one years respectively as aforesaid. *I Give* and devise  
41 All that my Messuage and Tenement called *the Bell* with the Barn

page 2:

1 Stable. Stalls And Buildings, Yard, Garden, Orchard and one Piece or parcel  
2 of Land belonging, situate and lying in *Kemsing* in the said County of Kent  
3 and now in the tenure or occupation of *Robert Relph* or his Assigns, unto

4 the said *Henrietta* to hold to her for and until the eldest of her said  
5 sons shall come to the age of twenty one years and, after that term and time,  
6 *I Give* all the said Messuage, Out Buildings, Lands and Premises unto  
7 her said Sons *William Danks* and *Thomas Danks* equally share alike and  
8 for their Heirs for ever. *Also I Give* and devise All that my full one  
9 third share or part in all those several pieces or parcels of Land called or  
10 known by the name of the *Ryes* containing about sixteen acres, more or less,  
11 lying in the aforesaid Parish of Kemsing and now in the occupation of  
12 *Richard Round*, Gentleman, or assigns, unto the said Henrietta *to hold*  
13 to her for and until the eldest of her said sons shall come to the age of  
14 twenty one years. And after that term and time *I Give* all that my said One third  
15 share or part in those several pieces or parcels of Land and Premises unto  
16 her said Sons, *William Danks* and *Thomas Danks* equally share alike  
17 and to their Heirs for ever. *I Give* all and every my ready Cash Books,  
18 debts, Bonds, Bills, Mortgages, Leases, Live Stock, Stock in trade, Household Goods,  
19 Plate, Linen and Woollen and all other my personal Property and Estate  
20 whatsoever or wheresoever I shall dye possessed of unto my said Daughter  
21 in Law, *Henrietta Danks*, to and for her use and for the use and purpose  
22 of bringing up her Children. *Lastly* I do hereby constitute and appoint the  
23 said Henrietta sole Executrix of this my last will and Testament revoking and  
24 declaring void all former Wills by me, at any time heretofore made and do  
25 publish and pronounce this present writing, in two sheets of paper contained, to  
26 be my only last will and Testament. *In Witness* of the same I have to the  
27 first Sheet set my Hand and to the last Sheet my Hand and Seal this  
28 fourth day of March in the year of our Lord one thousand seven hundred

29 and seventy six *Wm Danks Seal Signed, Sealed, published*  
30 *and Declared* by the said William Danks, the Testator as and for his  
31 last Will and Testament in the presence of us who, at his request and in  
32 his presence, and in presence of each other, have set our Names as Witnesses  
33 hereto the Word "respectively" and other interlineation being first made.

*R. Walters Henry Hoare Rob<sup>t</sup>. Peckham*

1<sup>st</sup> Feb 1780 The will was proved in the Prerogative Court of the Archbishop of Canterbury  
& Administration granted to *Henrietta Danks*, widow, the Sole Executrix

Sworn under  
£100

Extracted by Cresewell  
and Sevabey, Proctors  
at Doctors Commons

Dated 24<sup>th</sup> October 1789

Mrs. Henrietta Danks and }  
Mr. William Danks }  
to } *Mortgage* for 1000 years  
Mr. John Williams }

*This indenture of 1789 is written on one side of the paper but with the heading above on the reverse of the main text. What is probably the witnessing of the sealing of this indenture is also written on the reverse. There are two stamps on the right hand top corner of the main side which cover the ends of the first few lines. There are also a number of places where, presumably, spaces were left for details to be entered at a later time. In the document, when the details were entered, any remaining spaces were filled in with "sqiggles" - "nn nn". One or two similar "sqiggles" were used in many documents to fill in a space at the end of a line which was too small for the next word. These squiggles are shown in this transcript by "nn nn". The handwriting of those phrases which are assumed to have been added are in the same script as the main part of the text.*

*On the rest of the reverse of this document is written another indenture of three parts dated 7th January 1796. This was written in the free space on the reverse as shown on page 6.*

*This Indenture*<sup>18</sup> *of three parts*<sup>19</sup>

made the twenty fourth nn nn Day  
of October nn nn in the twenty  
ninth year of the Reign of our  
Sovereign Lord George the third  
by the grace of

2 God of Great Britain, France and Ireland,  
King, Defender of the Faith, etc. and in the  
year of our Lord one thousand, seven  
hundred and eighty nine

3 *Between Henrietta Danks of Kemsing* in the County of Kent,  
widow, devisee for life or widowhood in and by the last Will and  
4 Testament of *William Danks*, late of the parish  
of Shoreham, in the said county of Kent, yeoman, deceased, of  
the Messuage and Hereditaments hereinafter mentioned of  
5 which one undivided moiety is hereby, or intended to be hereby,  
devised and granted, of the first part. *William Danks* of Kemsing  
aforesaid, victualler, who with *Thomas Danks*, his Brother, now  
6 an infant under the age of twenty one years<sup>20</sup>  
are the grandsons and devisees of the said Messuage and  
Hereditaments in fee simple as Tenants in Common in  
Remainder after the decease or Marriage of the said Henrietta  
Danks

---

18 decorated

19 of three parties

20 Henrietta's sons

7 in and by the said will of the said *William Danks*, deceased, and are also the Heirs or  
Copartners in Gavelkind according to the custom of Gavelkind used in the said  
County of Kent of or under the said William Danks, deceased, of the  
8 second part and *John Williams*, of Dartford in the said county of Kent, Gentleman, of  
the third part. *Whereas* the said *Henrietta Danks* and *William Danks*, party hereto  
have borrowed and taken up at Interest of an ??  
9 the said *John Williams*, the sum of One hundred pounds in nn nn nn nn and for and  
towards securing the Repayment thereof with lawful Interest for the same by a certain  
Bond or Obligation under their hands  
10 and Seals bearing even date with these presents are become bound to the said *John  
Williams* in the sum of two hundred pounds nn nn conditioned for the payment of the  
said Sum of one hundred pounds nn nn  
11 nn nn nn nn with lawful Interest for the same at or upon the twenty fourth nn day of  
April nn nn then or now next ensuing. *Now this Indenture Witnesseth* that, for  
and in Consideration of the said Sum of  
12 nn nn nn nn one hundred pounds so as aforesaid borrowed by and owing from the  
said *Henrietta Danks* and *William Danks* party hereto to the said *John Williams* and for  
the better and effectually  
13 securing the Repayment thereof with lawful Interest for the same at the day and time  
in the Condition of the said Bond mentioned And for and in Consideration of the Sum  
of five shillings of lawful Money of Great  
14 Britain to the said *Henrietta Danks* and *William Danks* party hereto, in hand well and  
truly paid by the said *John Williams* at and before the executing of these presents The  
Receipt whereof is hereby acknowledged, They,  
15 the said *Henrietta Danks* and *William Danks* party hereto, *have*, and each of them  
*hath*, granted, bargained, sold and devised, And by these presents (according to  
their respective Estates and Interests therein *do*, and  
16 each of them *doth*, grant, bargain, sell and devise unto the said *John Williams*, his  
Executors, Administrators and Assigns, *All* that one full undivided Moiety or half part,  
the whole into two equal parts being and to  
17 be divided. And all other the parts, purparts and Shares whatsoever of the said  
*William Danks*, party hereto, Of, in, to and out of All that Messuage, Tenement or  
Dwelling House, with all and singular the Barns,  
18 Stables, Stalls, Outbuildings, Yards, Gardens, Orchards and Appurtenances thereunto  
belonging. And also of, in, to and out of All those several pieces or parcels of Land,  
Arable Meadow, Pasture and Wood thereunto  
19 also belonging and therewith commonly used and enjoyed, containing altogether, by  
Estimation, seventy Acres, be the same more or less, and commonly called or known  
by the name of *East Down*. All which said  
20 premises were formerly the estate of *Richard Rich* of *Sevenoaks* aforesaid, Gentleman,  
long since deceased, who sold and conveyed the same to *Richard Danks* late of  
Shoreham aforesaid, yeoman also deceased, who  
21 devised the same to the said *William Danks*<sup>21</sup>, deceased, his heirs and Assigns, who  
devised the same, as herein before is mentioned, and are situate, standing, lying and  
being in the parish of Shoreham aforesaid and  
22 formerly were in the Tenure or Occupation of the said last named William Danks,  
deceased, and now or late of *Joseph Wood*, his Assigns or Undertenants. And of, in, to  
and out of All Houses, Outhouses, Edifices  
23 Buildings, ways, paths, passages, waters, watercourses, Trees, Woods, Underwoods,  
Hedges, Hedge Rows, Fences, Rents, Easements, Commons, Common of Pasture,  
Privileges, Profits, Commodities, Hereditaments and

24 Appurtenances whatsoever to the same premises belonging or in any wise  
appertaining. And the Reversion and Reversions, Remainder and Remainders, yearly  
and other Rents, Issues and Profits thereof. **And all**  
25 the Estate Right Title, Interest, Use, Trust, Benefit, property, profit, Inheritance, Claim  
and demand whatsoever of them, the said **Henrietta Danks** and **William Danks** party  
hereto, of, in, to and out of the  
26 same and every part and parcel thereof. And all ?ads, Evidences, Escripts,  
Muniments and Writings touching or concerning the said premises, or any part  
thereof, now in the Hands, Custody or power of the said  
27 **Henrietta Danks** and **William Danks** party hereto, or which they, or either of them, can  
or may come by without suit at law or in Equity. **To have and to hold** the said  
undivided Moiety or half part of the  
28 said Messuage or Tenement, Lands, Hereditaments and all and singular other the  
premises herein before mentioned and intended to be hereby granted and demised,  
with their Appurtenances, unto the said **John**  
29 **Williams**, 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  
thousand years from thence next ensuing and fully to be  
30 compleat and ended. **Yielding and paying** therefore yearly, and every year, unto  
the said **Henrietta Danks** and **William Danks**, and his heirs and assigns, during the  
said Term, the rent of one pepper Corn only  
31 on the feast day of Saint Michael the Archangel in each year if the same shall be  
lawfully demanded. **Provided always** nevertheless and these presents are upon  
this Condition, That if the said  
32 **Henrietta Danks** and **William Danks** party hereto, their Heirs, Executors or  
Administrators, either or any of them, do and shall well and truly pay, or cause to be  
paid, unto the said **John Williams**, his  
33 Executors, Administrators or Assigns, the sum of one hundred pounds *nn nn nn nn*  
*nn nn* of lawful money of Great Britain, with lawful Interest for the same at or upon  
the twenty fourth  
34 day of April *nn nn* now next ensuing, being the same principal Money and Interest  
mentioned in the Condition of the said recited Bond without any deduction,  
defalcation or Abatement whatsoever for  
35 or in Respect of any Rates, Taxes, Charges, Assessments or Impositions whatsoever  
Then and from thenceforth, these presents, and every Matter and Thing herein  
contained, shall cease, determine and be  
36 void to all Intents and purposes, any thing herein contained to the Contrary thereof in  
any wise notwithstanding. **And** the said **Henrietta Danks** and **William Danks** party  
hereto, do hereby for  
37 themselves, their Heirs, Executors and Administrators, jointly and severally covenant,  
promise and agree, to and with the said **John Williams**, his Executors, Administrators  
and Assigns, by these presents in  
38 manner following, that is to say, That they, the said **Henrietta Danks** and **William**  
**Danks** party hereto, their Heirs, Executors or Administrators, some or one of them,  
shall and will, well and truly, pay,  
39 or cause to be paid unto the said **John Williams**, his Executors, Administrators or  
Assigns, the said sum of one hundred pounds *nn nn nn nn* of lawful money of Great  
Britain, with lawful Interest,  
40 for the same at the day and time and in the manner herein before mentioned and  
appointed for payment thereof according to the proviso aforesaid and the true Intent  
and meaning of these  
41 presents. **And also** that they, the said **Henrietta Danks** and **William Danks** party  
hereto, now, at the time of the sealing and delivery of these presents (for and  
notwithstanding any act,

42 deed, Matter or Timing, whatsoever, by them or the said *Richard Danks* and *William*  
*Danks*<sup>22</sup>, both deceased, made, done or committed to the Contrary) are, or one of them,  
43 is lawfully, rightfully and  
absolutely seized in manner aforesaid of a good, sure, perfect. lawful, absolute and  
44 indefeasible Estate of Inheritance in Fee Simple in possession of and in the said  
undivided Moiety of the said premises  
above hereby granted and demised, or intended so to be, with the Appurtenances  
45 without any manner of Condition, Use, Trust, Limitation of Use or Uses or other  
restraint, Matter, Cause or Thing whatsoever  
to alter, change, charge, defeat make void, lessen or incumber the same. *And now*  
*also* (for and notwithstanding any such Act, Deed, Matter ir Thing as aforesaid) have  
46 or hath in themselves, herself or  
himself, good right, full power and lawful and absolute Authority to grant and demise  
the said premises, with the Appurtenances, unto the said *John Williams*, his  
47 Executors, Administrators and  
Assigns, in manner and form aforesaid, according to the true intent and meaning of  
these presents. *And further* that it shall and may be lawful to and for the said *John*  
*Williams*, his Executors, Administrators  
48 and Assigns, from time to time and at all times from and after default shall happen to  
be made of or in payment of the said sum of one hundred pounds *nn nn nn nn* or the  
Interest thereof or any  
49 part thereof at the time herein before mentioned and appointed for payment thereof  
peaceably and quietly to enter into, have, hold, use, occupy, possess and enjoy all and  
singular the said premises above hereby  
50 granted and demised and receive and take the Rents, Issues and Profits thereof, to  
and for his and their own use and benefit without any the lawful let, Suit, Trouble,  
Denial, Hindrance, Eviction, Ejection  
51 Molestation, Interruption or Disturbance whatsoever of or by the said *Henrietta Danks*  
and *William Danks* party hereto, their Heirs, Executors or Administrators, either or any  
of them or any other person  
52 or persons whomsoever lawfully claiming or to claim by, from, under or In Trust for  
them, either or any of them or by, from or under the said *Richard Danks* and *William*  
*Danks*, both deceased, in any  
53 wise. And that free and clear, and freely and clearly, acquitted, exonerated, released  
and discharged or otherwise upon Request shall be by the said *Henrietta Danks* and  
*William Danks* party hereto,  
54 their Heirs, Executors or Administrators, some or one of them well and sufficiently  
freed and cleared, saved harmless and kept indemnified of, from and against all and  
all manner of former and  
55 other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Jointures, Dowers, Uses,  
Wills, Entails, Fines, postfines, Statutes, Recognisances, Judgements, Executions,  
Extracts and of, from and against all  
56 other Rights, Titles, Charges, Claims, Demands and Incumbrances whatsoever made,  
done, committed, omitted, executed or suffered or to be made, done, committed,  
omitted, executed or suffered by the  
57 said *Henrietta Danks* and *William Danks* party hereto, their or either of their heirs or  
Assigns or by the said *Richard Danks* and *William Danks*, both deceased, or any other  
person or persons  
58 whomsoever lawfully claiming, or to claim, by, from, under or In Trust for them, either  
or any of them. *And further* that they, the said *Henrietta Danks* and *William Danks*  
party hereto, and their Heirs

Indentures 1789 & 1796  
Indenture of three Parts, 1796

E.5

59 and Assigns, respectively, and all and every other person and persons whomsoever,  
having or lawfully claiming or who shall or may have or lawfully claim and Estate,  
60 Right, Title or Interest of, in, to or out of the same  
premises, or any part thereof, by, from, under or In Trust for them or either of them or  
by, from or under the said **Richard Danks** and **William Danks**, both deceased, shall and  
will from time to time and at  
61 all Times after default shall happen to be made or of in payment of the said Sum of  
one hundred pounds *nn nn nn nn* and Interest contrary to the Proviso and Condition  
aforesaid and  
62 the true Intent and Meaning of these presents make, do, acknowledge, levy, execute  
and suffer or cause and procure to be made, done, acknowledged, levied, executed  
and suffered all and every such further  
63 and other lawful and reasonable Act and Acts, Thing and Things, Deeds, Levies,  
Conveyances and Assurances in the Law, whatsoever for the further better, more sure,  
perfect and absolute granting and  
64 assuring of the said premises above hereby granted and demised, or intended so to be,  
with their Appurtenances unto the said **John Williams**, his Executors, Administrators  
and Assigns, for and  
65 during all the Rest, Residue and Remaining of the said Term of one thousand years  
which shall be then to come and unexpired. As by the said **John Williams**, his  
Executors, Administrators  
66 or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or  
advised and required. ***In witness*** whereof the said parties to these presents have  
hereunto set their  
67 hands and Seals the Day and year first above written.

The mark of

X (seal)  
Henrietta Danks

William (seal) Danks

*The text below, written in the middle of the reverse, could refer to the above indenture.*

Sealed and delivered (being first duly  
stamped) in the presence of

Rich. Tanner  
Tho. Walker

An Indenture of three Parts is written on this reverse which is divided as shown below. The lines of the Indenture are of different lengths because of how they fit round the other items on this reverse.

	<i>text above</i>	<i>blank</i>
	<i>heading as given on page 1 above but upside down</i>	

1     ***This Indenture of three Parts*** made the seventh day  
2     of January in the Year of our Lord One thousand Seven hundred and Ninety Six  
3     ***Between*** the within named ***Henrietta Danks*** of the first part, ***Thomas***  
4     ***Danks*** of the parish of Shoreham in the County of Kent, Yeoman, who, together with  
5     his Brother, the within named ***William Danks***, are the Grandsons and Devisees  
6     of the Messuage and Hereditaments within mentioned of which one undivided  
7     Moeity is hereby, or intended to be hereby, demised and granted in fee Simple  
8     as Tenants in Common in Remainder after the decease or Marriage of the said  
9     ***Henrietta Danks*** in and by the will of the said ***William Danks, deceased***, and  
10    are also the Heirs or Copartners in Gavelkind according to the Custom of  
11    Gavelkind used in the said County of Kent of or under the said ***William Danks,***  
12    ***deceased***, of the second part and the within named ***John Williams*** of the third  
13    part. ***Whereas*** the said ***Thomas Danks*** since the date and execution of the

lines 14 to 26 across the whole width of the paper:

14    within mentioned Indenture hath attained his Full Age of Twenty one Years. ***And***  
15    ***Whereas*** also since the date and execution of the same Indenture, the said ***John***  
16    ***Williams*** hath lent and advanced to and for the Use and benefit of the said ***Henrietta***  
17    ***Danks,***  
18    ***William Danks*** and ***Thomas Danks***, two several Sums of Fifty pounds and Fifty pounds,  
19    making together the sum of One hundred pounds ***And whereas*** the within  
20    mentioned principal Sum of One hundred pounds and the said last two mentioned  
21    making ?? the  
22    Sum of Two hundred pounds all now due and owing to the said ***John Williams***, all  
23    interest for the same having been paid up to the day of the date of these presents.  
24    ***And whereas*** all the said Monies have been lent and advanced for the mutual  
25    benefit of the said ***Henrietta***  
26    ***Danks, William Danks*** and ***Thomas Danks***, he, the said Thomas Danks, in the better to  
27    secure the repayment thereof with lawful Interest for the same, is willing to grant and  
28    demise, by way of Mortgage, his Moiety part and Share of the within mentioned  
29    premises in Reversion  
30    expectant upon and immediately after the decease of the said ***Henrietta Danks*** or her  
31    Second Marriage, which shall first happen, in manner hereinafter mentioned. And  
32    she, the said ***Henrietta Danks***, hath agreed to grant and ?? , in like manner, her Estate  
33    and Interest in the same ?? and  
34    premises. ***Now this Indenture Witnesseth*** that for the Considerations and  
35    Purposes aforesaid And also in Consideration of the Sum of five shillings, a piece, of

lawful Money of Great Britain to the said *Henrietta Danks* and *Thomas Danks* in hand  
paid by the  
20 said *John Williams* at and before the execution of these presents, the Receipt whereof  
is hereby acknowledged. *They*, the said *Henrietta Danks* and *Thomas Danks*, *Have*  
and each of them *Hath* granted, bargained, Sold and demised And by these presents  
*Do* and each of them  
21 *Doth* grant, bargain, sell and demise *All* the Undivided Moiety or half part, the whole  
into two equal parts being, and to be divided, of them, the said *Henrietta Danks* and  
*Thomas Danks*, of, into and out of *All* and every the Messuage, Tenement or Dwelling  
22 house, Lands, Hereditaments and premises of which the other undivided Moiety is, by  
the within written indenture, demised and granted and of their, and every of their,  
rights, Members and Appurtenances. And the Reversion and Reversions, Remainder  
and  
23 Remainders, yearly and other Rents, Issues and Profits thereof. And all the Estate  
Right Title, Interest, Use, Trust, property, profit, Inheritance Claim and Demand  
whatsoever of them, the said *Henrietta Danks* and *Thomas Danks*, of, into and out of  
the same and every  
24 part and parcel thereof. And all Deeds, Evidences and Writings, whatsoever, relating  
to the said premises in the Custody or power of the said *Henrietta Danks* and *Thomas*  
*Danks*, or either of them or which they, or either of them, or which or either of them  
can or may come by without suit at Law  
25 or in Equity. *To have and to hold* the said undivided Moiety of the said premises  
hereby granted and demised, with their Appurtenances, unto the said *John Williams*,  
his Executors, Administrators and Assigns from the day next <sup>23</sup> before  
26 the day of the date of these presents for and during and unto the full end Term of One  
thousand Years from thence next ensuing and fully to be compleat and ended.  
*Yielding and Paying* therefore yearly, and every year during the said

line 27 to 56 just across one third:

27 Term unto the said *Henrietta Danks* and *Thomas Danks*, their Heirs  
28 or Assigns, the Rent of one pepper Corn only, on the Feast of Saint Michael, the  
29 Archangel in every Year if the same shall be lawfully demanded. *nn nn*  
30 *Provided* always and these presents are upon this Condition That  
31 if the said *Henrietta Danks* and *Thomas Danks*, their Heirs, Executors or  
32 Administrators, or either of them, do and shall, well and truly, pay or cause to be  
33 paid unto the said *John Williams*, his Executors, Admors. and Assigns, the full  
34 Sum of Two Hundred Pounds of good and lawful Money of Great Britain  
35 with Interest for the same, at and after the rate of five pounds per Centum  
36 ?? Annum at or upon the Seventh day of July now next ensuing the date  
37 of these presents without making any deduction or abatement whatsoever  
  
38 out of the same or any act thereof by reason of any Taxes or Charges whatsoever  
39 now imposed or hereafter to be imposed by authority of Parliament  
40 otherwise howsoever. Then and in such Case, this present Indenture and every  
41 thing herein contained shall cease determine and be absolutely void, any  
42 thing herein contained to the Contrary thereof in any wise notwithstanding.  
43 *And* the said *Henrietta Danks* and *Thomas Danks* do hereby, for themselves,  
44 their Heirs, Executors and Admors, and each of them, for herself and himself,  
45 and her and his Heirs, Executors and Admors, doth covenant, promise and agree

46 to and with the said **John Williams**, his Executors, Admors. and Assigns, that  
47 they, the said **Henrietta Danks** and **Thomas Danks**, their Heirs, Executors and  
48 Admors, some or one of them, shall and will, will and truly pay, or cause to be  
49 paid unto the said **John Williams**, his Executors, Administrators or Assigns, the  
50 said Sum of Two hundred pounds with lawful Interest for the same, on the  
51 said Seventh day of July now next ensuing, without any deduction or abatement.  
52 whatsoever. **And also** that they, the said **Henrietta Danks** and **Thomas**  
53 **Danks**, now at the time of the Sealing and Delivery of these presents (for and  
54 notwithstanding any Act, Deed, Matter or Thing whatsoever, by them or the within  
55 named **Richard Danks** and **William Danks**, both deceased, made, done or ??  
56 to the contrary, are or one of them is lawfully and absolutely seized in manner  
57 aforesaid if a good, sure, perfect, lawful, absolute and undefeazable Estate of  
Inheritance in

*lines 58 to 75 across the whole width of the paper:*

58 Fee Simple in possession of and in the said undivided Moiety of the said premises  
above hereby granted and demised, or intended so to be, with the Appurtenances,  
without ant Manner of Condition, Use, Trust, Limitation of use or Uses, or other  
Restraint, Matter, Cause or thing whatsoever to alter, change, charge,  
59 defeat, make void, lessen or incumber the same. **And now also** (for and  
notwithstanding any such Act, Deed, Matter or Thing as aforesaid) have or hath in  
themselves, herself or himself, good Right, full power and lawful and absolute  
authority to grant and demise the said  
60 premises with the appurtenances unto the said **John Williams**, his Executors, Admors.  
and Assigns, in manner and form aforesaid according to the true meaning of these  
presents. **And further** that it shall and may be lawful to and for the said **John**  
**Williams**. his Executors,  
61 Admors. and Assigns, from time to time and at all times from and after default shall  
happen to be made of or in payment of the said sum of Two hundred Pounds, or the  
Interest thereof, or any part thereof at the time hereinbefore mentioned and appointed  
for payment thereof Peaceably  
62 and quietly to enter into, have, hold and occupy, possess and enjoy, All and Singular  
the said premises above hereby granted and devised and receive and take the Rents,  
Issues and Profits thereof to and for his and their own Use and benefit without any the  
lawful Let, Suit, Trouble,  
63 Denial, Hindrance, Eviction, Molestation, Interruption or Disturbance whatsoever of or  
by the said **Henrietta Danks** and **Thomas Danks**, their Heirs, Exors or Admors, either  
or any of them or any Person or Persons whomsoever lawfully claiming or to claim by,  
from, under or In  
64 Trust for them, either or any of them, or by, from or under the said **Richard Danks** and  
**William Danks**, both deceased, in any wise. **And** that, free and clear, and freely and  
clearly, acquitted, exonerated, released and discharged or otherwise upon Request,  
shall be by the said  
65 **Henrietta Danks** and **Thomas Danks**, their Heirs, Exors. or Administrators, some or one  
of them, will and sufficiently freed and cleared, saved harmless and kept indemnified  
of, from and against all and all manner of former and other Gifts, Grants, Bargains,  
Sales, Leases,  
66 Mortgages, Interest, Dowers, Uses, Will, Intails, Fines, Post fines, Statutes,  
Recognizances, Judgements, Executions, Extents and of, from and against all other  
Rights, Titles, Charges, Claims, Demands and Incumbrances whatsoever made done,  
committed, omitted, executed or suffered  
67 or to be made, done, committed, omitted, executed or suffered by the said **Henrietta**  
**Danks** and **Thomas Danks**, them or either of their Heirs or Assigns or by the said

*Richard Danks* and *William Danks*, both deceased, or any other person or persons whomsoever lawfully claiming  
68 or to claim by, from, under or In Trust for them, either or any one of them. **And**  
**further** that they, the said *Henrietta Danks* and *Thomas Danks*, and their Heirs and  
Assigns, respectively and all and every other person and persons whomsoever having  
69 or  
lawfully claiming or who shall or may have a lawfully claim any Estate Right Title or  
Interest of, into or out of the same premises, or any part thereof by, from, under or In  
Trust for them or either of them or by, from or under the said *Richard Danks* and  
70 *William Danks*, both deceased, shall and will, from time to time and at all times after  
default shall happen to be made of or in payment of the said Sum of Two hundred  
pounds and Interest contrary to the proviso and Condition aforesaid and the true  
intent  
71 and meaning of these Presents, make, do, acknowledge, levy, execute and suffer or  
cause and procure to be made, done acknowledged, levied, executed and suffered. All  
and every such further and other lawful and reasonable Act and Acts, Thing and  
Things,  
72 Deeds, Devices, Conveyances and Assurances in the Law, whatsoever, for the further  
better, more sure, perfect and absolute granting and assuring of the said Premises  
above hereby granted and demised, or intended so to be, with their appurtenances,  
unto the  
73 said *John Williams*, his Executors, Administrators and Assigns, for and during all the  
Rest, Residue and Remainder of the said Term of One thousand Years which shall be  
then to come and unexpired As by the said *John Williams*, his Executors,  
74 Administrators or assigns or his or their Counsel learned in the Law shall be  
reasonably devised or advised and required. **In witness** whereof the said parties to  
these presents their hands and Seals have hereunto set the day and Year first  
75 above written.

The Mark of  
**Henrietta X Danks** (seal)  
**Thomas Danks** (seal)

Sealed and delivered }  
(being first duly stamped) in }  
the presence of }  
?? Walker  
Miranda<sup>24</sup>

Dated 25<sup>th</sup> June 1810

*Mess<sup>rs</sup> Danks* }  
to } *Lease for a Year*  
*Robert Espinasse Esq<sup>re</sup>* }  
Trustee for *Isaac Espinasse Esq<sup>re</sup>* }

*This Indenture*<sup>25</sup> made the twenty fifth day of June <sup>26</sup> in the fiftieth year of the  
reign of  
2 our sovereign Lord George the third by the grace of God of the  
United Kingdom  
3 of Great Britain and Ireland, King, Defender of the faith. And in  
the year of  
4 our Lord one thousand eight hundred and ten. *Between*  
*Henrietta*  
5 *Danks* of *Kemsing* in the county of Kent, widow, of the first part, *William Danks* of  
Kemsing aforesaid, victualler, of the  
6 second part, *Thomas Danks* of the parish of Shoreham in the county of Kent, of the  
third part and *Robert*  
7 *Espinasse* of the Inner Temple, London, Esquire, of the fourth part. *Witnesseth* that  
in consideration of the sum of five shillings of  
8 lawful money of the United Kingdom current in Great Britain to them the said  
*Henrietta Danks, William Danks* and *Thomas Danks* in  
9 hand at or before the ensealing and delivery hereof, well and truly paid by the said  
*Robert Espinasse*, the receipt whereof they, the said  
10 *Henrietta Danks, William Danks* and *Thomas Danks* do hereby acknowledge They the  
said Henrietta Danks, William Danks and Thomas  
11 Danks *Have*, and each of them, *Hath* bargained and sold And by these presents *Do*,  
and each of them, *Doth* bargain and  
12 sell unto the said *Robert Espinasse*, his heirs and assigns, *All* that messuage,  
tenement or dwelling house, with all and singular the  
13 barns, stables, stalls, outbuildings, yards, gardens,, orchards and appurtenances  
thereunto belonging. And also all those several pieces  
14 or barrels of encloses<sup>27</sup>, land, arable, meadow, pasture and wood thereunto also  
belonging and therewith commonly used and enjoyed, containing  
15 altogether, by estimation, seventy acres, be the same more or less, and commonly  
called or known by the name of *East Down*, all  
16 which said premises were formerly the estate of *Richard Rich* of *Sevenoaks*,  
gentleman, long since deceased, who sold and  
17 conveyed the same to the aforesaid *Richard Danks*<sup>28</sup> who devise the same ?? and  
are situate, standing,  
18 lying and being in the parish of Shoreham aforesaid in the county of Kent and formerly  
were in the tenure or occupation of

<sup>25</sup> decorated

<sup>26</sup> space, perhaps left for year

<sup>27</sup> ??

<sup>28</sup> This is the first time Richard Danks is mentioned in the document

19 the said **William Danks**, deceased, afterwards of **Joseph Wood** and now or late of the  
 20 said William Danks and **Thomas Danks**, their assigns or undertenants,  
 21 together with all and singular houses, outhouses, buildings, barns, stables, yards,  
 22 backsides, orchards, gardens, ways, waters,  
 23 watercourses, sewers, ditches, drains, lands, meadows, pastures, feedings, mines,  
 24 dells, quarries, woods, underwoods, commons, common of  
 25 pasture and turbary, hedges, fences, lights, liberties, easements, mines, dells,  
 26 quarries, profits, privileges, commodities, advantages,  
 27 emoluments, hereditaments and appurtenances, parts and shares whatsoever to the  
 28 said messuage, farm, lands, hereditaments  
 29 thereof belonging or in anywise appertaining or to or with the same or any part thereof  
 30 now, or at any time heretofore,  
 31 usually has, held, used, occupied, possessed or enjoyed or accepted, reputed,  
 32 occurred, taken or known to be as part, parcel or member  
 33 thereof, or of any part thereof. And the reversion and reversions, remainder and  
 34 remainders, yearly and other rents, issues and  
 35 profits thereof **To have and to hold** the said messuage, farms, lands, hereditaments  
 36 and all and singular other  
 37 the premises hereinbefore mentioned and intended to be hereby bargained and sold  
 38 with the Appurtenances unto the said  
 39 **Robert Espinasse**, his Executors, Administrators and Assigns, from the day next before  
 40 the day of the date of those presents and during and unto the full end and term of one  
 41 whole year from ?? next ensuing and fully to be compleat and ended. Yielding<sup>29</sup>  
 and paying therefore, unto the said **Henrietta Danks, William Danks and Thomas  
 Danks**, their Heirs and Assigns, the yearly rent of one peppercorn at the expiration of  
 the said term if the same shall be demanded.  
**To the Intent** that, by virtue thereof and by force of the statute for transferring Uses  
 into possession, he, the said  
**Robert Espinasse** may be let in and entitled to the full and actual possession of all and  
 singular the Hereditaments  
 and premises hereinbefore described and intended to be hereby bargained and sold in  
 order that he may thereby be enabled to  
 accept and take a Grant and Release of the Freehold and Inheritance thereof to him  
 and his Heirs. **To the Uses** upon the  
 Trusts and to and for the ends, intents and purposes thereof expressed and declared in  
 and by a certain Indenture of  
 Release already prepared and intended to bear date the day next after the day of the  
 date of these presents and  
 made between the said **Henrietta Danks** of the first part, the said **William Danks** of the  
 second part, the said  
**Thomas Danks** of the third part, **John Williams** of **Dartford** in the County of Kent,  
 Gentleman, of the fourth part, **Isaac  
 Espinasse** of **Grays Inn** in the County of Middlesex. Esquire, of the fifth part and the  
 said **Robert Espinasse** of the  
 sixth part. **In Witness** whereof the said parties to these presents have hereunto set  
 their Hands and Seals  
 the day and Year first above written.

The Mark of

X

William Danks

Thomas Danks

(each with a seal)

Henrietta Danks

<sup>29</sup>

lines 29 & 30 are mainly written in much smaller hand looking as if they were added after line 31 had been started

*On the reverse:*

Signed, sealed and delivered by the  
within named ***Henrietta Danks*** in the  
presence of

Geo. Delmar  
Clerk to Mess<sup>rs</sup> Williams &  
Walker, Dartford

Signed, sealed and delivered by the  
within named ***William Danks*** and  
***Thomas Danks*** in the presence of

N. Walker Dartford  
Peter? Bigg

Dated 26<sup>th</sup> June 1810

Mess <sup>rs</sup> Danks	}	<b>Conveyance Surrender</b> of
to	}	Term and Deed to make Tenant
	}	to the precept
Isaac Espinasse Esq	}	

**This Indenture**<sup>30</sup> made the twenty sixth day of June 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 One thousand eight hundred and ten.

**Between: Henrietta Danks** of **Kemsing** in the county of Kent, widow, of the first part, **William Danks** of Kemsing aforesaid, victualler, of the second part, **Thomas Danks** of the Parish of Shoreham in the county of Kent, of the third part **John Williams** of **Dartford** in the said county of Kent, Gentleman, of the fourth part **Isaac Espinasse**, of **Grays Inn** in the county of Middlesex, Esquire, of the fifth part and **Robert Espinasse** of the **Inner Temple, London**, Esquire, of the sixth part. **Whereas Richard Danks** of **Shoreham** in the County of Kent, Yeoman, being seized or well entitled in fee simple of, in or to the messuage, farms, lands and hereditaments hereinafter mentioned and intended to be hereby released and by his last will and testament in writing, bearing date the tenth day of August, one thousand seven hundred and twenty two<sup>31</sup> only executed and attested for devising real estates give and devise the same unto his Son **William Danks** by the description of all his, the said testator's, messuage or tenement, lands and premises, with the appurtenances wherein he then lived, situate in **Shoreham** aforesaid, To hold to his said son, his heirs and his assigns forever. And the said testator thereby declared that, if the said **son, William**, should die without heirs then he gave and devised the said Premises to his three daughters, equally to be divided. **And whereas** the said testator afterwards departed this life, his said son William Danks, him surviving, who entered upon and became seized of the said messuage, lands and hereditaments and it is apprehended took an estate tail therein under the limitations of the said will. **And whereas** the said **William Danks** continued seized of the said hereditaments up to the time of his decease, which happened in or about the month of <sup>32</sup> one thousand seven hundred and seventy nine without having done any act to Bar or affect his said estate tail therein out having only made and published his last will and testament in writing bearing date the fourth day

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<sup>30</sup> decorated

<sup>31</sup> 88 years earlier than this conveyance

<sup>32</sup> space left

17 of March one thousand seven hundred and seventy six. and legally executed and  
attested for devising real estates and proved in the Prerogative Court of Canterbury  
whereby  
18 he devised unto the said **Henrietta Danks**, by the description of Henrietta, the widow  
and relict of his son William Danks, deceased, the said messuage, lands and  
19 hereditaments by the description of all that his messuage or dwelling house in which  
he then lived with the barns, stables, stalls, outbuildings, yards, gardens and  
appurtenances  
20 thereunto belonging whatsoever together with all and singular the lands appertaining  
containing about seventy acres more or less, commonly called **East Down** situate,  
21 lying and being in the parish of Shoreham aforesaid and then in his occupation. To  
hold the same unto the said Henrietta, for her natural life if she  
22 should so long continue single and unmarried and from and after the decease or day  
of marriage, which should first happen, he gave and devised the said Premises unto  
his two  
23 grandsons, the said **William Danks** and **Thomas Danks** and their heirs respectively,  
equally share and share alike for ever. And the said testator left the said William  
24 Danks and Thomas Danks, his Grandsons and Coheirs of his body in Gavelkind  
according to the custom of Gavelkind lands in the said County of Kent and to whom  
the  
25 said messuage, lands and hereditaments thereupon descended as Co?? in tail by  
virtue of the said custom. **And whereas** by an Indenture of Demise?  
26 or mortgage bearing date the twenty fourth of October One thousand seven hundred  
and eighty nine and made between the said **Henrietta Danks** of the first  
27 part, the said **William Danks**, party thereto, who, with the said **Thomas Danks**, his  
brother, then an infant<sup>33</sup>, were then described to be the Grandsons and devisees of  
28 the said messuages and hereditaments in fee simple as tenants in common in  
remainder after the decease or marriage of the said **Henrietta Danks** in the said  
29 will of the said William Danks, deceased, <sup>34</sup> and were also his heirs, or copartners in  
gavelkind, of the second part and the said **John Williams** of the third part, the said  
30 **Henrietta Danks** and **William Danks** did, for the considerations therein mentioned,  
grant, bargain, sell and demise unto the said **John Williams**, his executors,  
administrators  
31 and assigns, all that one full undivided moiety or half part of and in the messuage,  
farms, land, hereditaments and premises hereinafter mentioned and intended to  
32 be hereby released. To hold the same unto the said **John Williams**, his executors,  
administrators and assigns, for the term of one thousand years subject to  
33 a proviso for redemption of the said Premises on payment, by the said **Henrietta Danks**  
and **William Danks**, their heirs, executors or administrators, unto  
34 the said **John Williams**, his executors, administrators and assigns, of the sum of one  
hundred Pounds and interest at the time and in manner therein  
35 mentioned. **And whereas**, by an Indenture bearing date the seventh day of January  
one thousand seven hundred and ninety six, indorsed  
36 on the above recited mortgage and expressed to be made between the said **Henrietta**  
**Danks**, of the first part, the said **Thomas Danks**, of the  
37 second part, and the said **John Williams**, of the third part, reciting that the said  
**Thomas Danks** had attained his age of twenty one years and  
38 that the said **John Williams** lent to the said **Henrietta Danks** and **William** and **Thomas**  
**Danks** two several sums of fifty pounds and

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33 under 21

34 word inserted - "mentioned"?

39 fifty pounds which, with the said principal of one hundred pounds advanced as  
 40 aforesaid, making together two hundred pounds, were then  
 41 one. It is witnessed that for ??ing the payment of the said sum of two hundred  
 42 pounds and interest to the said *John Williams*, his  
 43 executors, administrators and assigns, they, the said *Henrietta Danks* and *Thomas*  
 44 *Danks*, did grant, bargain, sell and devise unto the  
 45 said *John Williams*, his executors, administrators and assigns, all that undivided  
 46 moiety of the said messuage, farms lands and hereditaments  
 47 To hold the same unto the said *John Williams*, his executors, administrators and  
 48 assigns, for the term of one thousand years subject  
 49 to a proviso for redemption of the said Premises on payment, by the said *Henrietta*  
 50 *Danks* and *Thomas Danks*, their heirs, executors  
 51 or administrators, unto the said *John Williams*, his executors, administrators and  
 52 assigns, of the said Principal sum of Two hundred  
 Pounds and interest for the same at the time therein mentioned and which money  
 was not paid accordingly.. *And whereas* the  
 said Principal sum of two hundred pounds is justly one and owing to the said *John*  
*Williams* upon or by virtue of his said recited  
 mortgage security, all interest for the same having been paid up to the day of the date  
 hereof, as he doth hereby acknowledge. *And*  
*whereas* the said *William Danks* and *Thomas Danks* have contracted and agreed to  
 sell to the said *Isaac Espinasse* the said messuage,  
 farms, lands, hereditaments and Premises hereinafter mentioned and intended to be  
 hereby released and the fee simple and inheritance  
 thereof, free from all incumbrances, for the sum of one thousand four hundred and  
 seventy pounds out of which, it hath been agreed,  
 that the said sum of two hundred pounds shall be paid to the said *John Williams* in  
 discharge of his said mortgage.

page 2

*And whereas* it hath been agreed that, in order to convey the hereditaments so  
 purchased by the said *Isaac Espinasse*  
 2 To the Uses and in manner hereinafter mentioned for his benefit,  
 discharges of the said Estates tail  
 3 and all other estates tail of them the said *William Danks*, party hereto and *Thomas*  
 4 *Danks* or other of them therein, if any such be or are now subsisting  
 unbarred and all remainders and reversions expectant on the same estates tail and all  
 conditions and collateral limitations annexed thereto or affecting the  
 5 same and also discharges of the life Estate therein devised to the said *Henrietta*  
 6 *Danks* by the said recited will of the said *William Danks*, deceased, and all other  
 her right and interest, a common? recovery shall be suffered of the same  
 hereditaments in such manner as is hereinafter expressed and that the said  
 7 *Henrietta Danks* shall join in these presents and the release hereinafter contained.  
*Now this Indenture Witnesseth* that in pursuance of  
 8 the said Agreement and for affectuating the purposes aforesaid and for and in  
 consideration of the sum of two hundred pounds of lawful money of Great  
 9 Britain, part of the said purchase money by the said *Isaac Espinasse*, to the said *John*  
 10 *Williams*, at or before the execution hereof, at the request and by the  
 direction of the said *Thomas Danks*, party hereto, and *William Danks*, party hereto,  
 and with the priority of the said *Henrietta Danks*, testified by their<sup>35</sup> being

11 made parties to and respectively executing these presents, paid the receipt whereof  
 he, the said *John Williams*, doth hereby acknowledge and that the same is  
 12 in full for all monies due to him upon the said mortgage securities and therefrom doth  
 acquit and release the said *Isaac Espinasse* and also the said *Henrietta*  
 13 *Danks* and *William Danks*, party hereto and *Thomas Danks* and every of them, their  
 respective Heirs<sup>36</sup>, Executors, Administrators and Assigns and also for and  
 14 in consideration of the sum of one thousand, two hundred and seventy pounds of like  
 lawful money, residue of the said purchase money by the said *Isaac*  
 15 *Espinasse* to the said *William Danks*, party hereto, and *Thomas Danks*, in equal shares  
 with the priority and consent of the said *Henrietta Danks* testified as  
 16 aforesaid in like manner paid the receipt whereof thy, the said *William Danks*, party  
 hereto, and *Thomas Danks* do hereby respectively acknowledge and  
 17 therefrom do respectively acquit and release the said *Isaac Espinasse*, his Heirs,  
 Executors, Administrators or Assigns and also in Consideration of the sum of ten  
 18 shillings of like lawful money by the said *Robert Espinasse* to the said *Henrietta*  
*Danks*, *William Danks*, party hereto, and *Thomas Danks*, in like manner paid,  
 19 the receipt whereof is hereby acknowledged, she, the said *Henrietta Danks*, at the  
 request of the said *William Danks*, party hereto, and *Thomas Danks* and,  
 20 with the consent of the said *Isaac Espinasse*, testified as aforesaid *Hath* bargained,  
 sold released. And by these presents, *Doth* bargain, sell and  
 21 release. And the said *William Danks*, party hereto, and *Thomas Danks*, with the  
 consent of the said *Isaac Espinasse*, testified as aforesaid *Have*, and each  
 22 of them *Hath*, granted, bargained, sold, aliened, released and confirmed. And, by  
 these presents, *Do*, and each of them *Doth* grant, bargain, sell, alien, release  
 23 and confirm unto the said *Robert Espinasse*, in his actual possession now being by  
 virtue of a Bargain and Sale to him thereof made by the said  
 24 *Henrietta Danks*, *William Danks*, party hereto, and *Thomas Danks* in consideration of  
 five shillings by Indenture bearing date the day next before the  
 25 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  
 26 and sale and by force of the statute made for transferring Uses into possession and, to  
 his heirs and assigns, *All* that messuage, tenement or dwelling  
 27 house with all and singular the barns, stables, stalls, outbuildings, yards, gardens,  
 orchards and appurtenances thereunto belonging. And also all  
 28 those several pieces or parcels of enclosed land, arable, meadow, pasture and wood  
 thereunto also belonging and therewith commonly used and enjoyed  
 29 containing altogether, by estimation, seventy acres, be the same more or less and  
 commonly called or known by the name of *East Down*. All which  
 30 said Premises were formerly the estate of *Richard Rich* of *Sevenoaks*, Gentleman, long  
 since deceased, who sold and conveyed the same to the aforesaid  
 31 *Richard Danks* who devised the same as hereinbefore is mentioned and are situate,  
 standing, lying and being in the parish of *Shoreham* aforesaid  
 32 in the said County of Kent and formerly were in the tenure or occupation of the said  
*William Danks*, deceased, afterwards of *Joseph Wood* and now or  
 33 late of the said *William* and *Thomas Danks*, their Assigns or Undertenant. Together  
 with all and singular houses, outhouses, buildings, barns, stables, yards, backsides,  
 34 orchards, gardens, ways, waters, watercourses, sewers, ditches, drains, lands,  
 meadows, pastures, feedings, woods, underwoods, commons,  
 35 common or pasture and turbarry, hedges, fences, lights, liberties, easements, mines,  
 dells, quarries, profits, privileges, commodities, advantages, emoluments,

36 hereditaments and appurtenances, parts and shares whatsoever to the said farm,  
 land, hereditaments and all and singular other the  
 37 premises hereinbefore mentioned and intended to be hereby released or any part or  
 parcel thereof belonging or in anywise appertaining or to with the  
 38 same or any part thereof now or at any time heretofore usually had hold uses  
 occupied possessed or enjoyed or accepted, reputed, occurred, taken or known  
 39 to be as part, parcel or member thereof. And the reversion and reversions, remainder  
 and remainders yearly and other rents,  
 40 issues and profits thereof. And in the Estate, Right Title, Interest, Use, Trust,  
 Possession, Property, Possibility, Claim and Demand whatsoever both at Law  
 41 and in Equity of them, the said **Henrietta Danks**, party hereto, and **Thomas Danks** of,  
 in to or out of the same Premises, or any part thereof. And all  
 42 deeds, evidences and writings touching or in any wise concerning the same premises,  
 or any part thereof, alone or jointly with other hereditaments of less  
 43 value which they, the said **Henrietta Danks, William Danks**, party hereto, and **Thomas**  
**Danks** or any of them, now have or hath in their, or any of their  
 44 custody or power or can come at without suit at law or in Equity together with true  
 Copies of all such other deeds, widanes and writings as  
 45 concern or relate to the same Premises, or any part thereof, jointly or together, with  
 any other lands or tenements of greater value, all such copies to  
 46 be made and taken at the costs and charges of the said **Isaac Espinasse**, his Heirs or  
 Assigns. **To have and to hold** the said messuage, farm  
 47 lands, hereditaments and all and singular other the Premises hereinbefore mentioned  
 and intended to be hereby released with their Appurtenances  
 48 unto the said **Robert Espinasse**, his heirs and assigns, to the Use of the said Robert  
 Espinasse, his heirs and assigns, for ever. **To the Intent**  
 49 and purpose that the said Robert Espinasse may become perfect Tenant of the  
 Freehold of the said Messuage, Farm, Lands, Hereditaments  
 50 and Premises hereinbefore mentioned and intended to be hereby released against  
 whom one or more good and perfect Common Recovery  
 51 or Recoveries may be had and suffered thereof in such manner as is hereinafter  
 mentioned for which intent and purpose it is hereby  
 52 agreed and declared by and between all and every the said parties to these Presents  
 that it shall and may be lawful to and for the  
 53 said **Isaac Espinasse** before the end of this present Trinity Term or Michaelmas Term  
 now next ensuing or some subsequent term

page 3

**To** sue forth and prosecute out of his Majesty High Court of Chancery against the  
 said **Robert Espinasse**, one or more writ or writs of  
 2 Entry *Sur Difseizin en le Post* to be returnable before the justices of his  
 Majesty's Court of Common Pleas at Westminster  
 3 Thereby demanding against the said **Robert Espinasse**, the said messuages, farm,  
 lands, hereditaments and Premises hereinbefore mentioned and  
 4 intended to be hereby released with their, and every of their, appurtenances by such  
 apt and convenient name and names, quantities and  
 5 qualities of land and other descriptions to ascertain the value as shall in that behalf be  
 thought fit and requisite, to which said writ  
 6 or writs the said **Robert Espinasse** shall and may thereupon appear gratis in the same  
 court in his proper person or by his attorney or  
 7 attornies thereunto lawfully authorized in that behalf ?? to warrant the said **William**  
**Danks**, party hereto, and the said **Thomas Danks** who

8 shall also appear gratis in the same Court, in their proper persons or by their attorney  
 or attornies thereunto lawfully authorized in that behalf  
 9 and shall enter into the said warranty and shall vouch over to warrant the Common  
 Touch?? of the same Court who shall also appear gratis  
 10 in the said Court and after imparlance had shall make default and thereupon such  
 other proceedings shall be had so as that one or more  
 11 good perfect common recovery or common recoveries with double voucher shall and  
 may be had suffered and executed of the said messuage, farm, lands,  
 12 hereditaments and premises hereinbefore mentioned and intended to be hereby  
 released according to the Course of Common Recoveries for assurance  
 13 of lands. *And it is hereby declared and agreed* by and between all and every the  
 said parties to these presents that the said  
 14 common recovery so as aforesaid or in any other manner to be had, made, suffered  
 and executed and all and every other Common Recovery and  
 15 Recoveries, Fine and Fines and all other assurances whatsoever already had made,  
 suffered or executed or hereafter to be had, made, suffered or executed  
 16 of the said messuage, farm, lands, hereditaments and premises hereinbefore  
 mentioned and intended to be hereby released, or any part or parts thereof, by  
 17 or between the said parties to these presents, or any of them, or whereunto they, or  
 any of them, are or is or shall be party or parties, privy or  
 18 privies, shall be and cause and shall be adjudged, construed, deemed and taken and  
 is and are hereby declared to be meant and intended to be  
 19 and ??ure To the Uses and upon the Trusts hereinafter limited and declared of and  
 remaining the same ( that is to say, To such Uses Upon  
 20 such Trusts and to and for such uses?, intents and purposes and with, under and  
 subject to such powers, provisoes and declarations as the said *Isaac*  
 21 *Espinasse*, by any deed or deeds, writing or writings, with or without power of  
 revocation, to be sealed and delivered by him, in the presence of and to be  
 22 attested by two or more credible witnesses or by his kast will and testament in writing  
 or any Codicil thereto or any writing purporting to be his last  
 23 will and testament or codicil to be signed, sealed and published, by him, in the  
 presence of, and to be attested by, three or more credible witnesses shall,  
 24 from time to time, direct, limit or appoint and for want of any such direction, limitation  
 or appointment and in the mean time and until any such  
 25 shall be made and subject to any such direction, limitation or appointment which  
 shall not be a complete disposition of the said messuage, farm,  
 26 lands and hereditaments hereinbefore mentioned and intended to be hereby released  
 or assured and the whole fee simple and inheritance thereof To  
 27 the Use of the said *Isaac Espinasse* and his Assigns for and during the term of his  
 natural life. And from and after the determination of  
 28 that estate by any means whatsoever in his life time To the Use of the said *Robert*  
*Espinasse*, and his heirs, during during the natural life of the  
 29 said *Isaac Espinasse* In Trust for the said *Isaac Espinasse* and his assigns and from  
 and after the determination of the estate so limited in  
 30 Use to the said *Robert Espinasse* and his Heirs. To the Use of the said *Isaac*  
*Espinasse*, his heirs and assigns for ever and to, for or upon no other  
 31 Use, Trust, Intent, or purpose whatsoever. *And* the said *Henrietta Danks*, for herself,  
 her heris, executors and administrators, doth covenant and declare to  
 32 and with the said *Isaac Espinasse*, his appointees, heirs and assigns, by these  
 presents, that she, the said *Henrietta Danks*, hath not at any time  
 33 heretofore made, done or committed, or wittingly or willingly permitted or suffered to  
 be done any act, deed, matter or thing whatsoever whereby ,  
 34 wherewith or by reason or means whereof the said messuage, farm, lands and  
 hereditaments hereinbefore mentioned and intended to be hereby

35 released, or any part thereof, are, is, can, shall or may ne charged, impeached,  
 36 incumbered or affected in title, estate or otherwise howsoever. Except  
 37 as appeared by these presents. **And** the said **William Danks**, party hereto, for himself,  
 38 his Heirs, Executors and Administrators, and for the estate,  
 39 title, possession and further assurance of, in and to one undivided moiety only of the  
 40 said messuage, farm, lands and hereditaments hereinbefore  
 41 mentioned and intended to be hereby released. **And** the said **Thomas Danks**, for  
 42 himself, his heirs, executors and administrators, and for the  
 43 estate, title, possession and further assurance of, in and to one other undivided moiety  
 44 of and in the same hereditaments so respectively covenant,  
 45 promise and agree to and with the said **Isaac Espinasses**, his appointees, heirs or  
 46 assigns, by these presents in manner following (that is to  
 47 say) that for and notwithstanding any act, deed, matter or thing whatsoever, by the  
 48 said **William Danks**, party hereto, and **Thomas Danks**,  
 49 **William Danks**, the Testator, and **Richard Danks**, or any of them, or by any person or  
 50 persons lawfully claiming or to claim by, from or under or  
 51 in trust for them, or any of them, or their or any of their act, estate, title or default,  
 52 made, done or committed or wittingly or willingly suffered  
 53 to the contrary, they, the said **Henrietta Danks**, **William Danks**, party hereto, and  
 54 **Thomas Danks** are, or some or one of them are or is, at  
 the time of the sealing and delivery of these presents, lawfully, rightfully and  
 absolutely seized of and in the said Messuage, Farm, Lands  
 Hereditaments and Premises hereinbefore mentioned and intended to be hereby  
 released or otherwise assured with their, and every of their  
 Apputenances of and in a good, sure, perfect, absolute and indefeazible Estate of  
 Inheritance in Fee Tail or in Fee Simple and in Possession  
 without and Condition, Use, Trust, Power of revocation, limitation of use or uses or  
 other matter, restraint, cause or thing whatsoever which  
 can or may alter, charge, revoke, make void or incumber the same or any parts or part  
 thereof except as appears by these presents. **And**  
 that for and notwithstanding any such act, deed, matter or thing as aforesaid, they,  
 the said **Henrietta Danks**, **William Danks**, party hereto,  
 and **Thomas Danks**, now have, or some one of them now have, or hath, in themselves,  
 himself or herself, good right, full power and  
 lawful and absolute authority, by these presents and the said Common Recovery  
 hereinbefore agreed to be suffered to convey and assure  
 the said messuage, farm, lands, hereditaments and premises hereinbefore mentioned  
 and witnessed to be hereby released or otherwise assured  
 with their and every of their appurtenances To the Use and for the benefit of the said  
**Isaac Espinasse**, his appointees, heirs and

page 4:

1 **Assigns** for ever in manner and form aforesaid according to the true intent and  
 2 meaning of these presents. **And further**  
 3 that the said **Isaac Espinasse**, his appointees, heirs and assigns, shall,  
 4 and lawfully may, from time to time,  
 5 and at all times hereafter, peaceably and quietly enter into, have, hold  
 and enjoy the said messuage, farm  
 lands, hereditaments and premises hereinbefore mentioned and  
 intended to be hereby released or otherwise  
 assured with their, and every of their, appurtenances and receive and take the rents,  
 issues and profits thereof and of every part abd parcel thereof, from Michaelmas

6 next, to and for his and their own use and benefit without the lawful let, suit,  
7 hindrance, interruption or denial of the said **William Danks**, party hereto, and **Thomas**  
8 **Danks**, or either of them or their respective heirs or assigns or any of them or any  
9 person or persons lawfully claiming, or to claim, any estate, right, title, trust or interest  
10 in to or out of the same premises, or any part or parcel thereof, by, from or under or in  
11 trust for them, or any of them, or the said **William Danks**, the Testator, or  
12 **Richard Danks**, deceased, or by, from or under their, or any of their right, title, estate,  
13 interest, act or default and free and clear and freely and clearly acquitted, exonerated  
14 and discharged or otherwise by them, the said **William Danks**, party hereto, and  
15 **Thomas Danks**, their respective Heirs, Executors or Administrators, well and  
16 sufficiently  
17 saved, defended, kept harmless and indemnified of, from and against all, and all  
18 manner of, former and other gifts, grants, bargains, sales, lease, mortgages, estates  
19 jointures, dowers, titles of dower, uses, trusts, wills, entails, rents and arrears of rent,  
20 statuted recognizances, ??ments, extents, executions, titles, charges and  
21 incumbrances whtasoever had made, done, committed or occasioned or wittingly or  
22 willingly suffered by the said **William Danks**, party hereto, and **Thomas Danks**,  
23 **William Danks**, the Testator, and **Richard Danks**, or any of them or any person, or  
24 persons, lawfully claiming or to claim by, from or under or in trust  
25 for them, or any of them, or by, through or with their, or any of their, estate title, act,  
26 means, default, consent, privity or procurement. **And moreover**  
27 that they, the said **William Danks**, party hereto, and **Thomas Danks**, and their  
28 respective heirs and all and every person and persons whosoever having, or lawfully  
29 or equitably claiming or who shall or may hereafter have, or lawfully or equitably  
30 claim any estate right, title, trust or interest in, to, or out of the said  
31 messuage, farm, land, hereditaments and premises hereinbefore mentioned and  
intended to be hereby released or otherwise assured, with the appurtenances,  
or any part thereof, by, from, under or in trust for them, or any of them, or the said  
**William Danks**, the Testator, and **Richard Danks**, or any of them or their,  
or any of their, act estate title or default shall and will, from time to time and at all  
times hereafter, upon every reasonable request and at the proper  
costs and charges in the law of the said **IsaacEspinasse**, his appointees, heirs or  
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 and other lawful and reasonable acts, deeds, conveyances  
and assurances in the law whatsoever for the further and better, more perfect and  
absolute granting, conveying, assuring and confirming the same  
messuage, farm, lands. hereditaments and premises, with their, and every of their,  
appurtenances To the uses and upon the Trusts hereinbefore limited  
of and concerning the same, for the benefit of the said **Isaac Espinasse**, his  
appointees, heirs and assigns, be the same by Fine or Fines,  
Common Recovery or Common Recoveries or any other matter of ??cors or otherwise,  
however, as by the said **Isaac Espinasse**, his appointees,  
heirs and assigns, or any of them, his, their or any of their counsel, learned in the law,  
shall be reasonably devised or advised and required  
**And whereas** it hath been agreed that the said terms of one thousand Years and  
one thousand Years, so granted to the said **John Williams**  
as aforesaid, in the respective undivided moieties of the said hereditaments and  
premises shall be surrendered. **Now this Indenture further**  
**Witnesseth** that, in pursuance of the said agreement and for the Considerations  
aforesaid, He, the said **John Williams** (at the request and by the  
direction of the said **Henrietta Danks**, **William Danks**, party hereto, **Thomas Danks**, and  
**Isaac Espinasse** testified as aforesaid **Hath** assigned,

32 surrendered and yielded up and, by these presents, *Doth* assign, surrender and yield  
 up, unto the said *Isaac Espinasse*, his heirs and assigns  
 33 the said several undivided moieties of and in the said messuage, farm, lands and  
 hereditaments hereinbefore mentioned and intended to be  
 34 released or assured and all other the premises which in and by the said several  
 hereinbefore recited Indentures of the twenty fourth day of  
 35 October One thousand seven hundred and eighty nine and the seventh day of January  
 one thousand seven hundred and ninety six were  
 36 respectively granted, bargained, sold and devised unto the said *John Williams* or  
 intended so to be with their, and every of their, appurtenances.  
 37 And all the Estate, Right Title, Interest, Term and Terms for Years Yet to come and  
 unexpired, Trust, Possession, Property, Possibility, Claim  
 38 and Demand whatsoever, both at law and in Equity of him, the said *John Williams*, of  
 and in or to the same Premises, every or any  
 39 part thereof *To have and to hold* the said several undivided moieties forming  
 together the Entirety of and in the said messuage,  
 40 farm, lands and hereditaments hereinbefore described, all and singular other the  
 Premises Hereinbefore mentioned and intended to be hereby  
 41 assigned and surrendered, with the Appurtenances, unto the said *Isaac Espinasse*, his  
 heirs and assigns from henceforth for and during  
 42 all the rest, residue and remainder of the said Terms of One thousand Years and One  
 thousand Years yet to come and unexpired  
 43 therein respectively. To the Intent and Purpose that the residue of the same several  
 terms may from, and immediately after, the suffering  
 44 and perfecting the Common Recovery heretofore agreed to be suffered, merge and  
 become extinguished in the immediate reversion  
 45 freehold and inheritance of the same several undivided Moieties, Hereditaments and  
 Premises which, by virtue of such Recovery  
 46 and these Presents, will become, or is intended to be assured unto or vested in the  
 said *Isaac Espinasse*, his Appointees, Heirs and  
 47 Assigns as aforesaid. *And* the said *John Williams* doth hereby, for himself, his Heirs,  
 Executors and Administrators, doth hereby  
 48 covenant and declare to and with the said *Isaac Espinasse*, his Appointees, Heirs and  
 Assigns, that he, the said *John Williams* hath  
 49 not done or committed or wittingly or willingly suffered to be done or been party or  
 privy to the doing of any Act, Matter or  
 50 Thing whatsoever whereby or wherewith or by reason or means whereof the said  
 several undivided moieties of and in the said lands,  
 51 hereditaments and premises hereinbefore mentioned and intended to be hereby  
 assigned and surrendered or the said terms of one thousand  
 52 years and one thousand years therein or any part thereof respectively are, is, can, shall  
 or may be surrendered, forfeited, avoided, impeached  
 53 charged, assigned, incumbered or affected in title, estate or otherwise howsoever. *In*  
*Witness* whereof the said parties to these presents  
 54 have hereunto set their hands and seals the day and Year first above written.

The

Mark of (s) Thomas (s) Danks

X

John (s) Williams

William (s) Danks Robert (s) Espinasse

On Reverse:

Received the day and year first within written }  
of and from the within named *Isaac Espinasse* }  
the sum of two hundred pounds within } £200-0-0  
mentioned to be paid by him to me to use, I say, }  
reserved the same }

*John Williams*

Witnesses:

John Parsons Juster near Ledbury  
Signed, sealed and delivered by the within  
named *John Williams* in the  
presence of  
John Parsons

Received the day and year first within written of and from  
the within written and named *Isaac Espinasse*, the sum of £  
One thousand two hundred and seventy pounds within 1270  
mentioned to be paid by him to us we say received  
the same

Witness	<i>William Danks</i>
<i>Tho. Walker</i>	<i>Thomas Danks</i>
<i>Edw. Bigg</i>	

Signed, Sealed and Delivered by the }  
within named William Danks and }  
Thomas Danks in the presence of )  
Thom. Walker Dartford  
?? ??

Signed, sealed and delivered by the within }  
named *Henrietta Danks* in the presence }  
of

Geo. Delsnar  
clerk to Mess<sup>rs</sup> Williams &  
Walter Dartford

Sealed and delivered by the within  
named *Robert Espinasse* in the ??

??  
Owen G??? Clerk to ?? ??

Mr. Stephen Wigzells	}
& Wife	}
to	}
Henrietta Danks	}

Discharge for Legacy  
of £100 bequeathed by  
the Will of Mr. William  
Danks, decd.

14<sup>th</sup> August 1810

1     **Whereas** *William Danks*, late of the  
2     Parish of Shoreham in the County of Kent, Yeoman,  
3     deceased, in and by his last will and testament  
4     bearing Date on or about the fourth day of March  
5     one thousand, seven hundred and seventy six, did  
6     give to his daughter, **Elizabeth Danks**, the  
7     Sum of one hundred pounds to be raised, levied,  
8     reserved and paid out of that part of his estate called  
9     **East Down**, then in his own occupation when she  
10    should arrive at the age of twenty one years or day  
11    of Marriage which should first happen . **And**  
12    the said Testator appointed **Henrietta Danks**,  
13    ?? and relict of his **Son William Danks**,  
14    deceased, sole Executrix of his said Will. **And**  
15    **whereas** the said Testator soon afterwards  
16    departed this life without altering or recanting his  
17    said Will and his said Executrix duly proved the  
18    same in the Prerogative Court of the Lord  
19    Archbishop of Canterbury. **And whereas** the  
20    said **Elizabeth Danks**, attained the age of twenty  
21    one years on or about the                    day of Nov.  
22    one thousand seven hundred and eighty nine  
23    and afterwards intermarried and is now the  
24    Wife of **Stephen Wigzell** of **Sevenoaks** in the said  
25    County of Kent, Yeoman **And whereas** the  
26    said **Henrietta Danks**, the Executrix on or about the  
27    Seventh day of March in the year one thousand seven  
28    hundred and ninety eight paid to the said **Stephen**  
29    **Wigzell** and **Elizabeth**, his Wife, the sum of one  
30    hundred pounds in discharge of the Legacy  
31    bequeathed to the said Elizabeth by the said in part  
32    recited Will the receipt of which they do hereby  
33    confess and acknowledge **Now therefore**  
34    the same **Stephen Wigzell** and **Elizabeth**, his Wife,  
35    do hereby acknowledge and declare that they

page 2:

1     have had and received from the said **Henrietta**

2 **Danks** the full Sum of one hundred Pounds of  
 3 lawful British Money in full satisfaction and  
 4 discharge of the said Legacy given by the said  
 5 Will of the said **William Danks**, deceased, as aforesaid  
 6 and, in consideration thereof, they, the said **Stephen**  
 7 **Wigzell** and **Elizabeth**, his Wife, do, and each of  
 8 them doth, do hereby fully and absolutely release,  
 9 exonerate and forever discharge the said  
 10 **Henrietta Danks**, her Heirs, Executors,  
 11 Administrators and Assigns. **And also** the  
 12 aforesaid Estates called **East Down** and all  
 13 other the Messuages, Lands, Tenements,  
 14 Hereditaments and real and personal Estate  
 15 late of the said **William Danks**, deceased, of and  
 16 from the said Legacy of one hundred Pounds  
 17 and all Interest in respect thereof and of and  
 18 from all actions, claims and demands whatsoever  
 19 for touching or concerning the same in any matter  
 20 or thing relating thereto. **In witness** whereof the said  
 21 **Stephen Wigzell** and **Elizabeth**, his Wife, have  
 22 hereunto set their hands and seals the fourteenth  
 23 day of August one thousand eight  
 24 hundred and ten.

Sealed and delivered }  
 in the presence of }

Stephen Wigzell

Geo. Delman  
 Clerk to Messrs Williams  
 Walker, Dartford

the Mark of  
 X  
 Elizabeth Wigzell

*Trinity Term 50<sup>th</sup> George 3<sup>d</sup>*

*Kent - I. Espinasse- Deamnd<sup>t</sup> }  
 R. Espinasse - Tenant } Recovery  
 Danks and an<sup>r</sup> Vouchees }  
 Bigg<sup>37</sup> -*

*This document has a large amount of decoration on it including, in the upper left hand corner what looks very much like a picture of George III. At the top, in the centre are arms with the lion and unicorn on either side and the motto HONI SOIT QUI MAL I PENSE and, underneath, DIEU ET MON DROIT and the name of the printer. Each side of the document is also highly decorated and all the text is written in a much larger and more sophisticated hand than is usual. It also has a large seal attached to it. Names are given in full the first time they occur but, subsequently, only the first name is given whereas in other documents full names are given throughout. Another peculiarity is that a small sign, like a capital "H" or a small "r" occurs in a number of places in the text; this is indicated by "\*"*

*George the Third by the Grace of God*

2 of the United Kingdom of Great Britain and Ireland, King, Defender of the faith,  
 etc. *To all to whom* these Presents shall come Greeting  
 3 *Know Ye* that among the Pleas<sup>?</sup> of Land Inrolled at Westminster before Sir  
 James Mansfield, Knight, and his Brethren, our Justices of the Bench  
 4 of Trinity Term in the fiftieth year of our Reign upon the 46<sup>th</sup> Roll it is thus  
 contained *Entry* returnable on the Morrow of the Holy  
 5 Trinity. *Kent Isaac Espinasse*, in his proper person, demands against *Robert*  
*Espinasse*, Two Messuages, Three Gardens, Seventy five acres of Land, ten acres of  
 Meadow, ten  
 6 acres of Pasture and ten acres of Wood with the appurts in the Parish of *Shoreham* as  
 his right and Inheritance and into which the said *Robert* hath not entry but after the  
 7 Disseism which *Hugh Hunt* thereof unjustly and without Judgement hath made to the  
 aforesaid *Isaac* within Thirty years \*. and whereupon he says that he was seised of  
 the  
 8 Tenements aforesaid, with the appurts in his Demesne as of free and right in time of  
 peace in the time of our Lord, the present King, by taking the profits thereof to the  
 value \* and  
 9 into which \* and thereof he brings suit \*. *And* the said *Robert*, in the proper person,  
 comes and defends his right when \* and thereupon vouches to warrant *William*  
*Danks*  
 10 and *Thomas Danks*<sup>38</sup> who are present here in Court in their proper persons<sup>39</sup> and freely  
 warrant the Tenements aforesaid, with the appurts, to the said *Robert* \* and  
 hereupon the  
 11 said *Isaac* demands against the said *William* and *Thomas*, Tenants by their own  
 warranty the Tenements aforesaid, with the appurts, in manner aforesaid \* and  
 whereupon, he  
 12 says that he was seised of the Tenements aforesaid, with the appurts, in his Demesne  
 as of free and right in time of peace in the time of our Lord, the present King, by taking  
 the

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<sup>37</sup> as also at end of the document

<sup>38</sup> these must be the brothers, William and Thomas, Henrietta'a sons

<sup>39</sup> does this mean in person as distinct from being represented by a lawyer?

13 profits thereof to the value \* and into which \* and thereof he brings suit. \* **And**  
 the said **William** and **Thomas**, Tenants by their own warranty, defend their Right when  
 \*  
 14 and thereupon further vouch in warrant **George Humphrys**, who is also present here in  
 Court in his proper person and freely warrants to them the Tenements aforesaid, with  
 15 the appurts, \* and hereupon the said **Isaac** demands against the said **George**, Tenant  
 by his own warranty, the Tenements aforesaid, with the appurts, in manner aforesaid  
 16 \* and whereupon he says that he was seised of the Tenements aforesaid, with the  
 appurts, in his Demense as of free and Right in time of peace in the Time of our  
 17 Lord, the present King, by taking the profits thereof to the value \* and into which \*  
 and thereof he brings suit \* **And** the said **George**, Tenant by his own warranty,  
 18 defends his right when \* and says that the said **Hugh** did not Disseise the said **Isaac**  
 of the Tenements aforesaid, with the appurts, as the said **Isaac**, by his writ and  
 19 Declaration above doth suppose and of he putteth himself upon the Country \* **And**  
 the said **Isaac** thereupon craved leave to impart and he hath it \* and  
 20 afterwards the said **Isaac** comes again here into Court in this same Term, in his proper  
 person, and the said **George**, although solemnly oathed, cometh not again but  
 21 departed in contempt of the Court and maketh default. **Therefore it is**  
**Considered** that the said **Isaac** recover his seisin against the said **Robert** of the  
 22 Tenements aforesaid, with the appurts, and that the said **Robert** have of the Land of  
 the said **William** and **Thomas** to the value \* and further that the said **William** and  
 23 **Thomas** have of the Land of the said **George** to the value and the said **George** in Mercy  
 \* and hereupon, the said **Isaac** prays the Kings writ to be directed to the Sheriff  
 24 of the County aforesaid to cause full Seisin of the Tenements aforesaid, with the  
 appurts, to be delivered to him and it is granted to him returnable here from the day of  
 the  
 25 Holy Trinity in three weeks \* At which day the said **Isaac** comes here into Court, in  
 his proper person, and the Sheriff, namely **James Burton, Esquire**, now returns  
 26 that, he, by virtue of the said writ to him directed on the twenty fifth day of June in  
 this same term, did cause full seisin of the Tenements aforesaid, with the appurts,  
 27 to be delivered to the said **Isaac** as by the said writ he was commanded. \* **All and**  
**Singular** which Premises, at the request of the said **Isaac**, by the Tenor  
 28 of these Presents, we have commanded to be exemplified. **In Testimony** whereof  
 we have caused our Seal, appointed for Sealing writs in the Bench aforesaid to be  
 29 fixed to these Presents. **Witness** Sir **James Mansfield**, Knight at Westminster, the  
 seventh day of July in the fiftieth year of our Reign.

*Bigg*<sup>40</sup>

stamp and a wax Seal attached

Extract from the Registry of  
the Prerogative Court of Canterbury

1        ***This is the last Will*** and Testament  
2        of me, ***Isaac Espinasse***, Esq. of ***Hextable House***  
3        in the County of Kent, written with my own hand, the  
4        day of September 1833. I give, devise and bequeath  
5        to my dear Son, ***James Espinasse***, of ***Grays Inn***,  
6        Barrister at Law. All my Estate and Property of  
7        every kind & description here or in ***Ireland***, to  
8        him and his Heirs & Assigns for ever. Subject  
9        nevertheless and charged and chargeable to and  
10       with one Annuity or yearly rent charge of two  
11       hundred Pounds a year to my much loved Daughter  
12       in Law, ***Susannah Elizabeth Espinasse***, his Wife,  
13       for and during the term of her natural life,  
14       in manner following, that is to say, forty pounds  
15       a year part of the said sum quarterly from  
16       the time of my death when my said Son will  
17       become entitled to all my property, to and for  
18       her sole and separate use and in case of his  
19       death that shall immediately become entitled to  
20       and take and receive the whole sum of Two  
21       hundred Pounds yearly by quarterly for the full

page 2:

1        end and term of her natural life, to be taken  
2        and received by her for and in lieu of dower and  
3        as a jointure to be enjoyed by her Thus  
4        bestowing an inadequate remuneration on my  
5        most beloved Daughter in Law but sufficient  
6        to evince my sense and grateful feeling for  
7        her exemplary filial and affectionate attention  
8        bestowed on me during an afflicting illness and  
9        of the impression which it has made on my  
10       heart. And I hereby nominate, constitute and  
11       appoint my said son, ***James Espinasse*** and  
12       my said Daughter ***Executrix and Executrix***  
13       of this my last will and my Brother ***Robert***  
14       ***Espinasse*** of the Temple and my Nephew ***Richard***  
15       ***Espinasse*** of the County of Wickham in ***Ireland***,  
16       Trustees for and in behalf of my said Daughter  
17       in Law and to see this bequest of this Will  
18       carried into effect. ***Isaac Espinasse***  
19       ***Made***, published and declared as the the last Will  
20       and Testament of the said Isaac Espinasse  
21       and attested by us, in his presence, and of each  
22       other, this 18th day of September 1833. ***Edward***  
23       ***Hewell, Robert Bull, William Dickens***

page 3:

1 **Proved** at London 18<sup>th</sup> March 1834 before  
2 the Worshipful **John Haggard**, Doctor of Law, and  
3 Surrogate by the Oaths of **James Espinasse**. Esq.,  
4 the Son, and **Susannah Elizabeth Espinasse**, Wife  
5 of the said James Espinasse, the Executors by  
6 whom Admin. was granted being first sworn duly  
7 to administer ??

Chas. Dy??	}	
John ?ggulden	}	being
? ? ??ing	}	Registers

# Agreement for Sale; 1841-1

J.1

*This agreement is written on a much smaller and thinner piece of paper than the indentures, etc.*

Dated 12<sup>th</sup> March 1841

James Espinasse, Esq <sup>te</sup>	}	Agreement
and	}	for Sale of an Estate
Captain James Ryder	}	at Shoreham
Burton, RN	}	

1            **An Agreement** made the twelfth day of March one  
2            thousand eight hundred and forty one Between **James Espinasse**.  
3            Esquire of Grays Inn in the County of Middlesex, Esquire<sup>41</sup>, of  
4            the one part and **James Ryder Burton** of Park Square, Regents Park, in the said  
5            County of Middlesex, a Captain  
6            in the Royal Navy, of the other part.

6            Whereby in consideration of the sum of One thousand four hundred  
7            and ninety five pounds to be paid to the said **James Espinasse** by  
8            the said **James Ryder Burton** as hereinafter mentioned, he the said  
9            **James Espinasse** agrees to sell and the said **James Ryder Burton**  
10            agrees to purchase for the said sum of one thousand four hundred  
11            and ninety five pounds the Inheritance in fee simple in possession  
12            (free from all Incumbrances except the Land tax) of and in Kent, All  
13            that Messuage, Tenement or Dwelling House with the Barns, Stables  
14            and buildings, garden, orchards and appurtenances thereto belonging  
15            and all those general pieces or parcels of enclosed Land, Arable,  
16            Meadow, Pasture and Wood thereto belonging, containing altogether,  
17            by estimation, Seventy acres, more or less, situate in the Parish of  
18            **Shoreham** in the County of Kent and commonly called or known  
19            by the name of **East Down** in the ?? ?? ??tively now in the  
20            occupation of **Richard Chalklin** at an annual Rent of Thirty pounds  
21            - And Secondly - All that Messuage or Tenement and Farm  
22            commonly called **Stone House** with the Barns, Stables, outhouses,  
23            buildings, gardens, orchards and several pieces or parcels of  
24            Arable Meadow and Pasture Land and Wood ground thereto belonging,  
25            containing altogether, by estimation, Twenty four acres, more or  
26            less and respectively situate at or near a place called **Magpie**  
27            **Bottom** in the said parish of Shoreham. And Also All that other  
28            Messuage or Tenement situate at or near Magpie Bottom,  
29            aforesaid, with the yard or garden, orchard and appurtenances  
30            thereto belonging. And also Thirdly - All the Estate and  
31            intent of him, the said **James Espinasse** of and in All that  
32            Messuage or Tenement or Dwellinghouse adjoining to and forming  
33            part of the said Messuage or Tenement Firstly hereinbefore

page 2

1            mentioned with the Buildings and appurtenances thereto belonging  
2            and also all that pieces or parcel of Land formerly called the  
3            New Orchard and the Messuage, tenement or Cottage some time  
4            since erected thereon and consisting partly of a Garden attached

5 to the said Cottage and partly of an Orchard and Meadow and  
 6 containing, in the whole, one acre and one rood, more or less  
 7 and which said hereditaments Secondly and Thirdly hereinbefore  
 8 mentioned are now in the occupation of the said **Edward**  
 9 **Crowhurst** at a yearly Rent of Twenty four pounds - and all  
 10 other the Lands and hereditaments of the said **James Espinasse**  
 11 in the said Parish of Shoreham. Together with all the rights,  
 12 members and appurtenances to thw said several hereditaments  
 13 respectively belonging.

14 And the said **James Espinasse** doth hereby agree with  
 15 the said **James Ryder Burton** - That he will, at his own  
 16 expense, subject to the stipulation hereinafter contained,  
 17 furnish an Abstract of and deduce a good Title to all and  
 18 singular the said hereditaments and that, upon payment to  
 19 him of the said sum of one thousand four hundred and ninety  
 20 four pounds on or before the second day of April, he and all  
 21 necessary parties will Convey and assign the said hereditaments  
 22 to the said **James Ryder Burton** or as he shall appoint, free  
 23 from all Incumbrances except the Land tax, such Conveyance  
 24 to be prepared by and at the expense of the said **James Ryder Burton**

25 And the said **James Ryder Burton** doth hereby agree  
 26 with the said **James Espinasse** That, upon leaving a good  
 27 Title according to this Agreement and a proper Conveyance  
 28 and Assignment of the said hereditaments made to him by  
 29 all necessary parties, he will pay to the said **James Espinasse**,  
 30 on or before the second day of April, the said sum of One  
 31 thousand four hundred and ninety four pounds from which  
 32 time or from the completion of the purchase, he shall be entitled  
 33 to the Rents and profits of the said hereditaments and up to

page 3:

1 which time all outgoing shall be cleared by the Vendor.

2 And It is hereby further agreed between the said  
 3 parties That muniments on the hereditaments Thirdly  
 4 before mentioned are held for the unexpired residue of an  
 5 estimated term of Five hundred years created by an Indenture  
 6 of Mortgage dated the twenty fifth of June one thousand seven  
 7 hundred and ninety four but which Mortgage has never been foreclosed  
 8 the Purchaser shall be satisfied with a proper Assignment of  
 9 such Term and, with the delivery of all the Title Deeds  
 10 relating to the fee.

11 Witness the hands of the Parties the day and year  
 12 first above written.

**James Espinasse**

Signed in the presence }  
 of }

**Peter Ashield** clerk to Messrs  
 Banendale Great ?? St.

where references to the Abstracts are given in the text, they were made by the writer of the document; where no number is given, the reference is to Abstract 3.

1 I have perused the three accompanying Abstracts ( Nos 1, 2, &3)  
 2 of the Title of **James Espinasse**, Esq., to Estates at **Shoreham** in Kent  
 3 As to the Messuages and Farm of about 70 acres in Abstract  
 4 No. 1, I am of Opinion that (subject to the following Observations)  
 5 **Mr. Espinasse** has a good and marketable Totle in fee Simple.  
 6 I think that the **Danks**, the Testator of 14<sup>th</sup> March 1776 was  
 7 only Tenant in Tail under his **Father Richard Danks** Will, and consequently  
 8 the Estate or Hempstedsto be devised to his son's (**William Dank's**) Widow for her  
 9 Widowhood, was not effectual. Therefore if **William** or **Thomas Danks**, his  
 10 Grandsons, were married at the time of the Conveyance to the late  
 11 **Mr. Espinasse**, their wives should have joined in such Conveyance in order  
 12 to extinguis their right of Dower. In all probability there is now no  
 13 fear of any alarm on that ground, even supposing they they had wives;  
 14 but perhaps it can be readily ascertained whether **William** or **Thomas**  
 15 **Danks** were then married, and if so, whether their wives are now living.  
 16 As to the Cottages and Orchard in Abstract No. 2, the  
 17 Contract for purchase is only of the Estate and interest of **Mr.**  
 18 **Espinasse**, the Vendor therein, so that no obstruction need be made as to  
 19 the Title. However, relying on the statement made in the Abstract  
 20 folio 4 and in the Agreement for purchase as to the undistributed  
 21 possession or receipt of tents<sup>42</sup> ever since the recovery of possession by  
 22 Ejectment in 1794<sup>43</sup> of course? a good Title is gained as against the  
 23 Mortgagor for the residue of the Mortgage Term of 500 years.  
 24 An official Extract might have been required of the Probate Act  
 25 of the Will of **James Martin**<sup>44</sup> but for the Contract being for the purchase  
 26 only of the Estate and Interest of **Mr. Espinasse** and but for that reason  
 27 some further indemnity might perhaps have been required against the  
 28 possibility of any Debts of **B.S. Pryor** who died in 1834.  
 29 There is a Covenant in the Assignment to **Mr. Espinasse** for  
 30 the production of the Probate of **Mr. B.S. Pryor's** Will<sup>45</sup>. I think the  
 31 Purchase might require production of such Probate or else of an office  
 32 Copy 'though no doubt the Probate was inspected on **Mr. Espinasse's** purchase  
 33 As to the **Stonehouse** Farm & Cottage compriseds in Abstract  
 34 No. 3 the following observations occur upon the Title.  
 35 In 1782 a Mortgage for £100 secured by a Term of 500 years  
 36 was assigned to **Thomas Spencer Crowther**<sup>46</sup> of **Seven Oaks**, Gentleman, but  
 37 no further notice is taken of this Mortgage. It would seem that this Mortgage  
 38 must have been paid off as the Deeds creating and assigning it are with

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42 tenements?

43 no document regarding this ejectment seems to have survived

44 an Indenture of Mortgage, dated 25 Jun 1791, between James Luck & James Martin is mentioned in Abstract 2 but no original has survived of this document nor of Martin's wikk

45 Extracts from Pryor's will are given in Abstract 2

46 several mortgages are mentioned in Abstract 3 under the heading of an Indenture of Assignment dated 26<sup>th</sup> October 1782 of which Crowther was one of the parties

page 2:

1 the other Title Deeds belonging to the new Vendor: but it ought to be  
2 shown how the Mortgage was discharged and whether the Mortgage Term  
3 was surrendered or assigned to attens? the inheritance. This must (I  
4 apprehend) have been ascertained at the time of the late *Mr. Espinasse's*  
5 purchase.

6 As to the 1/5<sup>th</sup> share formerly of *Sophia, the wife of John*  
7 *Wickenden*, there is no regular deduction of Title shown from them.

8 The Deeds of Lease and Release of 17<sup>th</sup> and 20<sup>th</sup> June 1796  
9 covenanted to be produced in the Conveyance to the late *Mr. Espinasse*  
10 (see Abstract fo. 32) were doubtless the Conveyance of such Share to *Mr.*  
11 *Dobson*<sup>47</sup>, the Trustees under whose Will sold the entirety of the Property to  
12 *Mr. Espinasse*. and an Abstract of those Deeds must, I apprehend, have  
13 been furnished on the occasion of his purchase.

14 It will be observed too, that there is no Abstract of the Deeds  
15 leading the Uses of the Recovery suffered by *Mr. and Mrs Wickenden*  
16 and her Brother, *George Codd*, of their 2/5<sup>th</sup> shares. The Recovery is  
17 abstracted as of Hilary Term, 35<sup>th</sup> Geo. 3<sup>rd</sup>, and in the Conveyance to the  
18 late *Mr. Espinasse*, there is a recital (folio 29) that, by Deeds of Lease and  
19 Release of 23<sup>rd</sup> and 24<sup>th</sup> November 1795 and of a Common Recovery  
20 suffered in pursuance thereof, *George Codd* became entitled to 1/5<sup>th</sup> and  
21 *J. Wickenden* and *Sophia, his Wife*, to the remaining 1/5<sup>th</sup>. but if those  
22 Deeds were dated, as mentioned in such recital, they could not have warranted  
23 the Recovery of the previous Hilary Term. This matter, therefore, seems  
24 to require explanation, although it is to be supposed that it was  
25 investigated on the late *Mr. Espinasse's* purchase.

26 The circumstances of there being no regular Abstract of Title,  
27 the Settlement and other Deeds recited in the Recovery and Mortgage  
28 Deeds of 6<sup>th</sup> and 7<sup>th</sup> January 1791 Abstract folio 7) and of these  
29 being only imperfect Copies of these Deeds, renders the Title, I think,  
30 not strictly marketable though, at this distance of tome, since the  
31 purchase made by *Mr. Dobson*, viz. of 1/5<sup>th</sup> in 1792 and the remaining  
32 4/5<sup>ths</sup> in 1800 (Abstract folio 17 and 26), I consider the Title as  
33 substantially good and safe notwithstanding these deficiencies in the  
34 evidence of it, and the same observation applies to the Deeds recited in  
35 the Conveyance to the late *Mr. Espinasse* fo. 26, 27, 28 and 29; and  
36 to the Deeds of 31<sup>st</sup> December 1795 covenanted to be purchased in that  
37 Conveyance.

38 There should have been an Abstract of the above mentioned Deed of 31<sup>st</sup>  
December  
39 1795 covenanted to be produced in the Conveyance to the late *Mr.*

page 3:

1 *Espinasse*. There is nothing to show how that Deed affected the  
2 Tutle. Probably it was a Deed of Covenant for production of Deeds.

3 The second mentioned Messuage at *Magpie Bottom* is not mentioned  
4 in the Abstract earlier than in the Conveyance to *Mr. Dobson* of 1800.  
5 Is there any evidence of that having been built on part of the Ground  
6 to which the earlier Title is shown, is that considered to be the fact?

7 Subject to the foregoing observations and to those in the margin,  
8 I approve of *Mr. Espinasse's* (the Vendor's) Titles but *Mrs Espinasse* must  
9 join with him in, & acknowledge, the Conveyance, in order to release the

10 Freehold Property from her Annuity under the late *Mr. Espinasse*'s Will.  
11 The Term of 2000 years assigned to the late *Mr. Robert Espinasse*  
12 must be assigned by his Executors and the term of 1000 years assigned to  
13 *Mr. R. Colley Smith* must be assigned by him, to Trustees for the  
14 Purchase to attend the inheritance.

Jam. Turner

Grays Inn

1<sup>st</sup> May 1841

Dated: 24<sup>th</sup> May 1841

James Espinasse Esq <sup>re</sup>	}	
to	}	<b>Lease</b> for a Year
Captain James Ryder	}	
Burton	}	

***This Indenture***<sup>48</sup>

made the twenty fourth day of May One thousand eight hundred and forty one ***Between***

2 ***James Espinasse***, of Grays Inn in The County of Middlesex, Esquire of the

3 one part and ***James Ryder Burton*** of Park Square, Regents Park in the

4 said County of Middlesex, a Captain in the Royal Navy, of the other part. ***Witnesseth***

5 that, in consideration of the sum of five shillings of lawful money of Great Britain to the said ***James Espinasse***, in hand well

6 and truly paid by the said ***James Ryder Burton***, at or before the execution of these Presents (the receipt whereof is hereby

7 acknowledged), ***He***, the said ***James Espinasse***, ***hath*** bargained and sold and, by these Presents ***Doth*** bargain and sell unto the

8 said ***James Ryder Burton***, his executors, administrators and assigns, ***All*** that Messuage, Tenement or Dwelling House, with all and singular

9 the Barns, Stables, Stalls, Outbuildings and Gardens, Orchards and Appurtenances thereunto belonging. And also all those several pieces or

10 parcels of enclosed Land, Arable, Meadow, Pasture and Wood thereunto also belonging and therewith commonly used and enjoyed, containing, by

11 estimation, seventy acres, be the same more or less, and commonly called or known by the name of ***East Down***. All which said premises

12 were formerly the estate of ***Richard Rich***, of ***Seven Oaks***, Gentleman, long since deceased and are situate, standing and being in the parish of

13 Shoreham in the County of Kent and were late in the occupation of ***William*** and ***Thomas Danks*** and are now in the occupation of ***Richard***

14 ***Chalkin*** as tenant thereof. ***And also all*** that Messuage or Tenement and Farm commonly called or known by the name of ***Stone House***

15 Together with the Barn, Stable, Outhouses, Edifices, Buildings, Yards, Gardens, Orchards and several pieces or parcels of Arable Meadow and

16 Pasture Land and Wood Ground thereunto belonging and therewith letten, held, used, occupied or enjoyed, with their and every of their appurtenances

17 containing together in the whole by estimation twenty four acres (& the same more or less). All which said last described messuages, lands

18 and premises are situate, lying and being, at or near a certain place called ***Magpie Bottom*** in the said parish of Shoreham in the

19 said county of Kent and were formerly in the tenure or occupation of ***Thomas Wickenden***, afterwards of ***Joseph Wood***, since of ***John***

20 ***Wood***, his assigns or undertenants.. ***And also all*** that other Messuage or Tenement situate, lying and being at or near Magpie

21 Bottom, aforesaid, in the said Parish of Shoreham and formerly in the tenure or occupation of ***William Masters*** and afterwards of the

22 said John Wood, together with the Yard or Garden, Orchard and Appurtenances thereunto belonging and therewith letten, held, used, occupied

James Espinasse & Captain James Ryder Burton

23 and enjoyed. All which said lastly described premises are now i the occupation of  
24 **Edward Crowhurst** as tenant thereof. **And all other**  
25 the freehold Lands and Hereditaments (if any) of the said **James Espinasse** in the said  
26 parish of Shoreham in the County of Kent.  
27 **And** all houses, outhouses, edifices, buildings, barns, stables, stalls, gardens,  
28 orchards, commons, common of pasture, ways, waters, water  
29 courses, timbers and other trees, woods, underwoods and the ground and soil thereof,  
30 profits, privileges, emoluments, advantages, emoluments<sup>49</sup>,  
31 advantages, rights, encumbers and appurtenances to the said several messuages or  
32 tenements, farmed lands. and hereditaments belonging,  
33 or in any wise appertaining or accepted, reputed, deemed, taken or known as parcel or  
34 encumber thereof or of any part thereof. And  
35 the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits  
36 thereof, and of every part thereof. **To have and to hold**  
37 the said Messuages or Tenements, farms, Lands and Hereditaments and all and  
38 singular other the premises hereinbefore described and intended  
39 to be hereby bargained and sold with their, and every of their, appurtenances, unto  
40 the said **James Ryder Burton**, his executors, administrators  
41 and assigns from the day next before the day of the date hereof for and during and  
42 unto the full and and term of one whole Year from  
thence next ensuing and fully to be complete and ended. **Yielding and Paying**  
therefore, unto the said **James Espinasse**, his heirs  
or assigns, the rent of One Pepper corn on the last day of the said Term if the same  
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 **James Ryder**  
**Burton** may be in the actual possession of all and singular the said premises, with the  
appurtenances hereby bargained and sold and thereby  
be enabled to accep and take a Grant and Release of the freehold reversion and  
inheritance thereof to him and his heirs. To such uses  
upon such trusts and to and for such ends, interests and purposes as are mentioned,  
expressed and declared in and by a certain Indenture of Release  
already prepared and intended to bear date the day next after the day of the date  
hereof and made between the said **James Espinasse** and **Susanna**  
**Elizabeth**, his wife, of the first part, the said **James Ryder Burton**, of the second part  
and **Lloyd Salisbury Baxendale** of **Great Winchester Street** in the  
**City of London**, Gentleman, of the third part. **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) Espinasse

On reverse:

Signed, sealed and delivered by the within  
named James Espinasse in the presence of

Peter Bathields Clerk to Messers Baxendale of  
Great Winchester St.

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<sup>49</sup> repetition of "emoluments"



Dated: 25<sup>th</sup> May 1841

<i>James Espinasse, Esq<sup>re</sup></i>	}	<b>Release</b> of
	}	<b>Freehold</b> ----- and
to	}	<b>Assignment</b>
	}	of <b>Leasehold Herdits</b>
<i>Captain Ja<sup>s</sup> Ryder Burton</i>	}	of <b>Shoreham</b> in the
	}	<b>County of Kent</b>

*This Indenture*<sup>50</sup> made the twenty fifth<sup>51</sup> day of May One thousand eight hundred and forty one **Between James Espinasse, of Grays Inn** in the County of Middlesex, Esquire, and **Susanna Elizabeth, his wife**, of the first part, **James Ryder Burton of Park Square, Regents Park**, in the County of Middlesex, a Captain in the Royal Navy, of the second part and **Lloyd Salisbury Baxendale of Great Winchester Street** in the City

of London, Gentleman of the third part. **Whereas Isaac Espinasse**, late of **Hextable House** in the County of Kent, Esquire, deceased, being and thenceforth continuing seized of, or entitled to, the inheritance in fee simple in possession of and in all and singular the freehold hereditaments hereinafter described and intended to be hereby granted and released by his last will and testament in writing bearing date the eighteenth day of September One thousand eight hundred and thirty three only executed and attested as the Law then required for the devise of freehold estates of inheritance, gave, devised and bequeathed unto his Son, the said **James Espinasse**, his estate and property of every kind and description to him and his heirs and assigns for ever, chargeable with an annuity or yearly rent charge of Two hundred pounds a year to his the Testator's Daughter in Law, the said **Susanna Elizabeth Espinasse**, the wife of the said James Espinasse, for her natural life, for her sole and separate use and payable in manner therein mentioned and to be received by her in lieu of dower and as a jointure and he appointed his said Son, James Espinasse, and his said daughter, Executor and Executrix of his said will. **And whereas** the said testator died in or about the month of February One thousand eight hundred and thirty four without having revoked or altered his said in part recited Will and the same was only proved by the said **James Espinasse** and **Susanna Elizabeth Espinasse**, his wife, in the Prerogative Court of the Archbishop of Canterbury on the eighteenth day of March One thousand eight hundred and thirty four. **And whereas**, by and Indenture of Assignment bearing date the fourteenth day of July One thousand eight hundred and thirty five and made between **Thomas Pryer** and **William Nash Round** therein respectively described of the first part, **Sarah Pryer**, widow, of the second part, the said **Thomas Pryer** of the third part<sup>52</sup> and the said **James Espinasse**, then of **Bedford Row**, of the fourth part, the Leasehold premises hereinafter described and intended to be hereby assigned, with the appurtenances, were assigned unto the

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<sup>50</sup> decorated

<sup>51</sup> date inserted after indenture had been written

<sup>52</sup> "of the first part" and also "of the third part"?

18 said James Espinasse, his executors, administrators and assigns, for all the residue of  
19 a certain term of five hundred years created by an Indenture of demise  
20 dated the twenty fifth day of June One thousand seven hundred and ninety one  
21 therein recited. *And whereas* the said *James Ryder Burton* had contracted  
22 with the said *James Espinasse* for the absolute purchase of all and singular the said  
23 freehold hereditaments hereinafter described and intended to be hereby granted  
24 and released, with their appurtenances, for an estate of inheritance in fee simple in  
25 possession free from all incumbrances. And also for the absolute purchase of the  
26 said leasehold premises hereinafter described and intended to be hereby assigned for  
27 all the residue of the said term of five hundred years at or for the price or  
28 sum of One thousand four hundred and ninety five pounds. *And whereas* the said  
29 Susanna Elizabeth Espinasse has consented and agreed to join in these Presents and  
30 to  
31 acknowledge the same in manner hereinafter mentioned for the purpose of releasing  
32 all and singular the said freehold hereditaments intended to be hereby conveyed and  
33 assured from her said Annuity or Rent charge of Two hundred pounds so bequeathed  
34 to her by the said *Isaac Espinasse* in and by his said recited Will as aforesaid  
35 and all claims and demands in respect thereof. *Now this Indenture witnesseth*  
36 that in pursuance of the said recited Contract and Agreement and in  
37 consideration of the sum of One thousand four hundred and ninety five pounds of  
38 lawful money of Great Britain to the said *James Espinasse* at or immediately  
39 before the sealing and delivery of these Presents paid by the said *James Ryder Burton*,  
40 the receipt of which said sum of One thousand four hundred and ninety  
41 five pounds and that the same is in full for the absolute purchase of all and singular  
42 the said freehold and leasehold hereditaments and premises hereinafter  
expressed to be hereby granted, released and assigned, he, the said *James Espinasse*,  
doth hereby acknowledge and of and from the same, and every part thereof, for ever  
acquit and release the said *James Ryder Burton*, his heirs, executors, administrators  
and assigns. He, the said *James Espinasse hath* granted, bargained, sold  
released and confirmed And by these Presents *Doth* grant, bargain, sell, release and  
confirm, And for the purpose of absolutely releasing and discharging all and singular  
the freehold hereditaments hereinafter described of and from the Annuity or rent  
charge of Two hundred pounds by the said hereinbefore in part recited Will of the said  
*Isaac Espinasse*, deceased, bequeathed to or in trust for her, the said *Susanna  
Elizabeth Espinasse*, and all claims and demands in respect thereof, She, the said  
Susanna  
Elizabeth Espinasse, at the instance and request of the said *James Espinasse*,  
testified by his executing these presents by this deed intended to be, by her,  
acknowledged  
in the manner prescribed by the Act of Parliament for the abolition of Fines and  
Recoveries and the substitution of more simple modes of assurance *Doth*  
re??ide, release and quit claim unto the said *James Ryder Burton*, his heirs and  
assigns, in his actual possession now being by virtue of a Bargain and Sale  
to him thereof made by the said *James Espinasse* in consideration of five shillings by  
Indenture bearing date the day next before the day of the sale of these  
Presents for the term of One year commencing from the day next before the day of the  
sale of the same Indenture of Bargain and Sale and by force of the Statute  
made for transferring uses into possession. *All* that messuage, tenement or dwelling  
house with all and singular the barns, stables, stalls, outbuildings, yards, gardens,  
orchards and appurtenances thereunto belonging. And also all those several pieces or  
parcels of enclosed arable meadow, pasture and wood thereunto also belonging  
and therewith commonly used and enjoyed, containing, be estimation, seventy acres,  
be the same more or less, and commonly called by the name of *East*

43 **Down.** All which said premises were formerly the estate of **Richard Rich** of **Seven Oaks**, Gentleman, long since deceased, and are situate, standing and being in the parish of

page 2:

**Shoreham** in the County of Kent. And were late in the occupation of **William** and **Thomas Danks**. And are now in the  
 2 occupation of **Richard Chalklin** as tenant thereof. **And also** All that messuage or tenement and farm  
 3 commonly called or known by the name of **Stone House** Together with the Barn, Stable, outhouses, edifices, buildings, yards, gardens, orchards and several  
 4 pieces or parcels of arable meadows and pasture land and wood ground thereunto belonging and therewith letten, held, used, occupied or enjoyed, with their and  
 5 every of their appurtenances, containing together in the whole, by estimation, twenty four Acres (be the same, more or less). All which said last described messuage,  
 6 lands and premises, are situate, lying and being at or near a certain place called **Magpie Bottom**, aforesaid, in the said parish of Shoreham in the said County of  
 7 Kent and were formerly in the Tenure or occupation of **Thomas Wickenden**, afterwards of **Joseph Wood**, since of **John Wood**, his assigns or undertenants.  
 8 **And also** All that other messuage or tenement situate, lying and being at or near **Magpie Bottom** aforesaid, in the said parish of Shoreham and formerly in  
 9 the tenure or occupation of **William Masters** and afterwards of the said **John Wood** together with the yard or garden, orchard and appurtenances thereunto  
 10 belonging and therewith letten, held, used, occupied and enjoyed. All which said lastly described premises are now in the occupation of **Edward Crowhurst** as Tenant  
 11 thereof. And all other the freehold lands and hereditaments (if any) of the said **James Espinasse** in the said parish of Shoreham in the County of Kent. And all  
 12 houses, outhouses, edifices, buildings, barns, stables, stalls, gardens, orchards, commons, common of pasture, ways, waters, watercourses, timber and other Trees,  
 13 woods, underwoods and the ground and soil thereof, profits, privileges, emoluments, advantages, rights, incumbers and appurtenances to the said several messuages  
 14 or tenements, farms, lands and hereditaments belonging or in any wise appertaining or accepted, reputed, deemed, taken or known as part, parcel or member thereof or of  
 15 any part thereof. And the reversion and reversions, remainder and remainders, yearly and other rents and profits thereof, and of every part thereof. And all the estate  
 16 right, title, interest, use, trust, property, possession, claim and demand whatsoever, both at Law and in Equity of the, the said **James Espinasse** and **Susanna Elizabeth**,  
 17 his wife,  
 18 and each of them, in, to or out of the same hereditaments and premises respectively and every part thereof. Together with all deeds, evidences and writings relating to  
 19 or concerning the said hereditaments, or any of them, which are now in the possession or power of the said **James Espinasse** or which he can obtain without suit  
 20 at  
 21 Law or in Equity. **To have and to hold** the said messuages or tenements, farms, lands and hereditaments and all and singular other the premises hereinbefore  
 22 described and intended to be hereby granted and released, with their, and every of their, rights, members and appurtenances, unto the said **James Ryder Burton**, his  
 heirs and assigns. **To such uses**, upon such Trusts and for such intents and purposes and with, under and subject to such provisos, agreements and declarations  
 as the  
 said **Ryder Burton**, by any deed or deeds, writing or writings, with or without power of revocation and to be by him duly executed, shall from time to time, or at any time,  
 direct, limit

23 or 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**  
 24 **use**  
 of the said **James Ryder Burton**, and his assigns, during his life without impeachment  
 or waste. And, after the determination of that estate, by forfeiture or otherwise, in his  
 25 life time. **To the use** of the said **Lord Salisbury Baxendale**, and his heirs, during the  
 life of the said **James Ryder Burton**. In trust for him, the said James Ryder  
 26 Burton, and his assigns, during his life. And immediately after the determination of  
 the estate hereinbefore limited to the use of the said **Lord Salisbury Baxendale** and  
 27 his heirs during the life of the said **James Ryder Burton** as aforesaid. **To the Use** of  
 him, the said **James Ryder Burton**, his heirs and assigns, forever. **And** the said  
 28 **James Ryder Burton** hereby declared that no wife whom he shall hereafter marry and  
 who shall become his widow, shall be entitled to dower out of the said  
 29 messuages or tenements, lands and hereditaments, or any part thereof respectively.  
**And this Indenture further Witnesseth** that, in further pursuance  
 30 of the said recited Contract and in consideration of the said sum of One thousand, four  
 hundred and ninety five pounds so paid by the said **James Ryder Burton** to  
 31 the said **James Espinasse** as aforesaid, **He**, the said James Espinasse, **Hath**  
 bargained, sold, assigned, transferred and set over, And, by these presents, **Doth**  
 bargain,  
 32 sell, assign, transfer and set over unto the said **James Ryder Burton**, his executors,  
 administrators and assigns, **All** that messuage, tenement or dwelling house  
 33 adjoining to, and forming part of, the said freehold messuage or tenement firstly  
 hereinbefore described, which was formerly called **Porters** but now generally known  
 34 by the name of **East Down**, with the buildings and appurtenances thereunto  
 belonging and which said messuage, tenement or dwelling house abuts upon  
 35 the said messuage or tenement called Porters or East Down towards the South on the  
 said freehold lands firstly hereinbefore described toward the west,  
 36 to the Kings highway leading from East Down to Shoreham towards the North and to  
 a Garden belonging to the said messuage or tenement called  
 37 **East Down** toward the East. **And also** all that piece or parcel of land heretobefore  
 called the **New Orchard** lying on the opposite side of the said highway  
 38 leading to Shoreham over against the said last mentioned messuage or tenement and  
 on which a messuage, tenement or cottage was some  
 39 time since erected by Boetins Symmadum Pryer, since deceased, and which said  
 piece or parcel of land consists partly of a Garden attached to  
 40 the said Cottage and partly of an orchard and meadow and contains, in the whole, by  
 estimation, one acre and one rood of land, more or less, and  
 41 formerly abutted, towards the north and east, on lands formerly of **Sir Thomas Norton,**  
**Knight**, and afterwards of <sup>53</sup> **Bocoles**, Esquire, but  
 42 now abuts towards the north on land belonging to **John Painter Vincent**, Esquire,  
 towards the north east on land belonging to the said **James Ryder**  
 43 **Burton**, towards the east on other land belonging to the said **John Painter Vincent** and  
 towards the south and west on the said highway as the ??tes  
 44 and bounds thereof do more plainly set forth and show and which said messuage or  
 tenement, piece or parcel of land, orchard and meadow are situate in  
 45 the said Parish of Shoreham in the said County of Kent and were formerly in the  
 occupation of **Richard Packham** and **Henry Packham**

page 3:

**Afterwards** of **Thomas Smith**, his assigns or undertenants, since of **John Smith**  
 and now of the said **Edward Crowhurst** or  
 his Undertenants Together with all houses, outhouses, edifices,  
 buildings, easements, fixtures, drains, ways, paths and  
 passages, waters, watercourses, profits, privileges, members and appurtenances  
 whatsoever to the said Premises intended to be hereby assigned belonging or in  
 anywise  
 appertaining or accepted, reputed or enjoyed as part, parcel or member thereof. And  
 all the estate right title, interest term of yearss yet unexpired, claim and demand  
 whatsoever  
 both at Law and in Equity of him, the said **James Espinasse** of, in, to or out of the  
 same premises, and every part thereof. Together with all Deeds, evidences and  
 writings whatsoever  
 relating to the said premises now in the possession or power of the said **James**  
**Espinasse** or which he can procure without Suit at Law or in Equity. **To have and**  
**to**  
**hold** the said Leasehold, Messuages or Dwelling Houses, Land, Garden, Orchard and  
 other the Premises hereinbefore mentioned and expressed and intended to be hereby  
 assigned,  
 with their appurtenances, unto the said **James Ryder Burton**, his executors,  
 administrators and assigns, for and during all the rest residue and remainder of the  
 said term of  
 five hundred years now to come and unexpired therein. **And** the said **James**  
**Espinasse**, both hereby for himself, his heirs executors and administrators,<sup>54</sup>  
 covenant, 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 notwith  
 standing any act, deed, matter or thing whatsoever by him, the said **James Espinasse**,  
 or the said **Isaac Espinasse** his late father deceased, at any time or times heretofore  
 made,  
 done, committed, occasioned or suffered to the contrary<sup>55</sup> he, the said **James**  
**Espinasse**, now at the time of the sealing and delivery of these presents, is lawfull and  
 rightfully  
 seized of or well entitled to the said freehold hereditaments hereby granted and  
 released, or expressed and intended so to be, with the appurtenances for an absolute  
 estate of  
 inheritance in fee simple in possession. And also that the said term of five hundred  
 years of an in the said Leasehold premises hereinbefore assigned, or intended so to be,  
 is,  
 at the time of the execution of these presents, a good, valid and subsisting term and  
 not forfeited, surrendered, impeached, incumbered or otherwise become void or  
 voidable.  
 And also that (for and notwithstanding any such act, deed, matter or thing as  
 aforesaid) the said **James Espinasse** and **Susanna Elizabeth**, his wife, or one of them,  
 now have or hath  
 good right, full power and lawful authority to convey and assure the said freehold  
 hereditaments and premises hereby granted and released, or intended so to be, with  
 the appurtenances,

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<sup>54</sup> has "doth" been omitted here?

<sup>55</sup> no "(("

18 unto the said **James Ryder Burton**, his heirs and assigns. To the uses and in manner  
aforesaid and also to assign the said Leasehold premises hereinbefore assigned or  
expressed  
19 or intended so to be, with the appurtenances unto the said **James Ryder Burton**, his  
executors, administrators and assigns, in manner aforesaid according to the true  
intent  
20 and meaning of these presents. And that it shall and may be lawful to an for the said  
**James Ryder Burton**, his heirs, appointees and assigns, from time to time and  
21 at all times hereafter as to the said Freehold hereditaments and for the said **James**  
**Ryder Burton**, his executors, administrators and assigns, as to the said Leasehold  
22 premises, from time to time and at all times, during the residue now unexpired of the  
said Term of five hundred years, peaceably and quietly to have, hold,  
23 occupy. possess and enjoy, all and singular the said Freehold and Leasehold  
hereditaments and premises respectively hereinbefore described and granted,  
released and  
24 assigned or expressed and 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  
25 and benefit without any let, suit, trouble, denial, claim, demand, interruption or  
eviction whatsoever of or by him, the said **James Espinasse**, or his heirs or of, from or  
26 by any person or persons whomsoever lawfully or equitably claiming or to claim by,  
from or under him, them, or any of them or the said **Isaac Espinasse**,  
27 deceased. And that free and clear, and freely, clearly and absolutely acquitted,  
exonerated, released and for ever discharged or otherwise by the said **James**  
28 **Espinasse**, his heirs, executors and administrators, well and sufficiently saved,  
defended, kept harmless and indemnified of, from and against all and all  
29 manner of former and other gifts, grants, bargains, sales, assignments, titles, troubles,  
charges, debts, judgements, executions, incumbrances, claims, and demands  
whatsoever,  
30 either already had made, executed, occasioned and suffered by the said **James**  
**Espinasse** and **Susanna Elizabeth**, his wife, or either of them or by the said **Isaac**  
31 **Espinasse**, deceased, or by any other person or persons, lawfully or equitably, claiming  
by, from, under or in trust for him, them or any of them. **And further**  
32 that he, the said **James Espinasse** and **Susanna Elizabeth**, his wife, and his heirs and  
all and every other person or persons, having or claiming  
33 or who shall or may hereafter have or claim any estate, right, title, interest,  
inheritance, use, trust, property, claim or demand whatsoever, either  
34 at Law or in Equity, of in, to or out of the said Freehold and Leasehold hereditaments  
and premises hereinbefore respectively granted,  
35 released and assigned or intended so to be, or any of them, or any part thereof,  
respectively, by, from, under or in trust for him, the said  
36 **James Espinasse** or his said wife or the said **Isaac Espinasse**, deceased, shall and will,  
from time to time and at all times hereafter,  
37 to the said Freehold hereditaments and at all times hereafter, during the residue of the  
said term of Five hundred years as to the said  
38 Leasehold premises, upon every reasonable request to be made for that purpose, by  
and at the proper costs and charges of the said **James Ryder**  
39 **Burton**, his heirs, appointees, executors, administrators or assigns, make, do and  
execute or cause or procure to be made, done and executed all such further  
40 and other lawful and reasonable acts, deeds, matters and things, conveyances,  
assignments and assurances in the Law whatsoever for the further  
41 better more perfectly and absolutely granting, conveying, releasing, assigning and  
assuring the said Freehold and Leasehold hereditaments and premises  
42 hereby granted, released and assigned as aforesaid and every part thereof respectively  
with their appurtenances unto and to the use of the said **James**

43 **Ryder Burton**, his heirs, appointees, executors, administrators or assigns or his or their  
 Counsel in the Law shall be reasonably devised or advised and  
 44 required. **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] Espinasse

Susan Elizabeth [seal] Espinasse

[seal]<sup>56</sup>

On reverse:

Signed, sealed and delivered by the within named  
 James Espinasse and Susanna Elizabeth Espinasse  
 in the presence of

Peter Bathields Clerk to Messers Baxendale of  
 Great Winchester St.

Received the day and year first within written	}	
if and from the within named <b>James Ryder</b>	}	
<b>Burton</b> the sum of One thousand four	}	
hundred and ninety five pounds being the	}	£1495
consideration money within mentioned	}	
to be paid by him to me	}	

Witness:

Peter Bathields

James Espinasse

This document is concerned with Stone House which was mentioned in document 1841-5, the Release & Assignment.

on outside:

Dated 25th May 1841

The Executors of <b>Robert</b>	}	<b>Assignment</b> of 2
<b>Espinasse</b> , Esq, deceased	}	?? Terms of 2000 years
and others	}	and 1000 years in heredit at
to	}	Shoreham in the County of
Messrs <b>Arthur Thomas</b>	}	Kent on the purchase thereof
<b>Upton</b> and <b>Robert Edward</b>	}	by Captain <b>James Ryder</b>
<b>Johnson</b>	}	<b>Burton</b>

**This Indenture**<sup>57</sup> made the twenty fifth<sup>58</sup> day of May one thousand eight hundred and forty one **Between James**

2 **Espinasse** of **Hampstead** in the County of Middlesex, Esquire, **Henry Petre** of **Dankenhalth?**

3 in the County of **Lancaster**, Esquire and **Leonard Hicks** of

4 **Grays Inn** in the said County of Middlesex, Gentleman, the executors named in and appointed by the last will and Testament of **Robert**

5 **Espinase**, late of the **Inner Temple**, London, Esquire, deceased, of the first part, **Ralph Colley Smith** of **Lincolns Inn** in the county of Middlesex

6 Gentleman, of the second part, the said **James Espinasse** of the third part, **James Ryder Burton** of **Park Square, Regents Park** in the

7 County of Middlesex, a Captain in the Royal Navy, of the fourth part, **Arthur Thomas Upton** of **Great Winchester Street** in the City of London,

8 Gentleman, of the fifth part and **Robert Edward Johnson** of the same Place, Gentleman, of the sixth part. **Whereas** by Indentures of Lease

9 and Release bearing date respectively the sixth and seventh days of January one thousand, seven hundred and ninety one<sup>59</sup>, the Release made between

10 **Thomas Wild**, Gentleman, of the first part, **Stephen Parrell**, therein described of the second part, **Mary Elliotson**, widow, of the third part, **John Codd**, the younger,

11 **Robert Millard** and **Martha**, his wife, (then late **Martha Codd**, Spinster) and **William Codd**, respectively described of the fourth part, **John Codd**, the younger,

12 therein also described of the fifth part and **James Mar Michael**, Gentleman, of the sixth part and, by a Common Recovery, duly suffered in pursuance of a

13 Covenant contained in the said Indenture of Release, Three undivided fifth parts of and in, among other hereditaments, All that messuage or tenement and

14 farm commonly called, or known by the name of **Stone house** and of and in the barn, stable, outhouses, edifices, buildings, yards, gardens, orchards and several

15 pieces or parcels of arable meadow and pasture land and wood ground thereunto belonging and therewith letten, held, used, occupied and enjoyed with their

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<sup>57</sup> decorated

<sup>58</sup> date added later

<sup>59</sup> not included in documents transcribed earlier

16 appurtenances containing altogether, by estimation, twenty four acres, more or less,  
17 situated, lying and being in  
18 the **Parish of Shoreham** in the County of Kent were limited assured for the use of the  
19 said **Mary Elliotson**, her executors, administrators and assigns, for the term of one  
20 thousand years subject to the proviso and condition therein contained for making void  
21 the same term on payment to her of the sum of one thousand seven hundred pounds  
22 and Interest as therein mentioned and from and after the expiration or other sooner  
23 determination of the same term as to one of the said three undivided fifth parts of the  
24 said  
25 premises To the use of the said **John Codd**, his heirs and assigns forever. And as to  
26 one other of the three undivided fifth parts of the said premises To the use of the said  
27 **William Codd**, his heirs and assigns. And as to the other of the said three undivided  
28 fifth parts thereof to the use of such persons for such estates upon such trusts and for  
29 such interests and purposes and in such manner as the said **Robert Millard** and  
30 **Martha**, his wife, should at any time or times during their joint lives, by any deed or  
31 deeds, writing or writings, executed in the presence of two or more witnesses, direct,  
32 limit or appoint and, in default of such appointment, To the use of the said **Robert**  
33 **Millard**, and his assigns, for his life and from and, after his decease, To the use of the  
34 said **Martha Millard**, her heirs and assigns, forever. **And whereas**, by certain other  
35 Indentures of Lease and Release bearing date respectively the nineteenth and  
36 twentieth days of January one thousand, seven hundred and ninety two and made  
37 between  
38 the said **John Codd**, **William Codd** and **Robert Millard** and **Martha**, his wife, of the one  
39 part and the said **Stephen Parrell** of the other part In consideration of the sum of  
40 two hundred pounds paid by the said Stephen Parrell to the said Robert Millard and  
41 Martha Willard, his wife, they, the said John Codd, William Codd, Robert Millard and  
Martha, his wife, did grant, release and convey All their three undivided fifth parts of  
and in all and singular the said hereditaments and premises unto and to the use  
of the said Stephen Parrell, his heirs and assigns, subject to redemption on payment  
by the said John Codd, William Codd and Robert Millard, or any or either of them, to  
the said Stephen Parrell of the said sum of two hundred pounds and Interest on the  
twenty fourth day of June then next. But the last mentioned Indentures of  
Lease and Release were only executed by the said **Robert Millard** and **Martha**, his  
wife, and not by the said **John Codd** and **William Codd** or either of them. **And**  
**whereas** by Indentures of Lease and Release and appointment bearing date  
respectively the fifth and sixth days of December one thousand seven hundred and  
ninety two and made between the said **Robert Millard** and **Martha**, his wife, of the one  
part and the said **John Codd** and **William Codd** of the other part In  
consideration of the sum of five hundred and seventy five pounds to the said **Robert**  
**Millard** and **Martha**, his wife, paid by the said **John Codd** and **William**  
**Codd** in equal parts or shares, They the said **Robert Millard** and **Martha**, his wife, did  
direct, limit and appoint, grant, bargain, sell, release and convey their  
undivided fifth part or share of and in the said hereditaments and premises unto and  
to the use of the said **John Codd** and **William Codd** as tenants in  
common and their respective heirs and assigns for ever Subject, nevertheless to the  
said recited mortgaged to the said **Mary Elliotson** and **Stephen**  
**Parrell**. **And whereas** by an indenture of Demise by way of Mortgage bearing date  
the seventh day of December one thousand seven hundred and  
ninety two and made between the said **John Codd** and **William Codd** of the one part  
and the said **Stephen Parrell** of the other part. In consideration  
of the sum of six hundred pounds to the said John Codd and William Codd by the said  
Stephen Parrell All three the undivided fifth parts or  
shares of them, the said John Codd and William Codd, of and in amongst other  
hereditaments, the said hereditaments and premises were demised unto the

42 said Stephen Parrell, his executors, administrators and assigns, from the day next  
 before the day of the date thereof for the term of two thousand years.  
 43 But subject to a proviso therein contained for making void the same term on payment,  
 by the said *John Codd* and *William Codd* unto the said

page 2:

**Stephen Parrell** of the said sum of six hundred pounds and interest and also  
 of the said sum of Two  
 2 hundred pounds and interest already secured to him as  
 aforesaid. And also of the two further  
 3 sums if two hundred pounds and four hundred and twenty five pounds secured? upon  
 other hereditaments as therein mentioned with interest for the same at  
 4 the rate and time therein mentioned. **And whereas** by a certain Deed poll or  
 Instrument in writing bearing date on or about the thirteenth day of October  
 5 One thousand seven hundred and ninety one under the hands and seals of the said  
*Mary Elliotson* and *William Darkson*, her then intended husband,  
 6 and endorsed on the said first herein before recited Indenture of Release or Mortgage  
 for the considerations therein mentioned the said *Mary Elliotson* with the  
 7 consent and approbation of the said *William Darkson* did assign unto *Thomas Mavill*,  
*Christopher Dobson* and *William Darkson* (Farrier) therein respectively  
 8 described the said three fifth parts or shares of and in all and singular the messuages,  
 farms, lands and hereditaments in the therein within written Indenture of Release  
 9 comprised and whereof the said hereditaments and promises hereinbefore described  
 were part and parcel. To hold the same unto the said *Thomas Mavill*, *Christopher*  
*Dobson*  
 10 and *William Darkson* (Farrier) their executors, administrators and assigns for the  
 remainder of the said term of one thousand years thereto come therein subject to such  
 equity  
 11 of redemption as was then subsisting therein by virtue of the proviso or condition<sup>60</sup> in  
 the said Indenture of Release and Mortgage. And by the said deed poll, the said  
 12 *Mary Ellitson*, with the like consent and approbation of the said *William Darkson*, her  
 then intended husband, Did assign the said sum of One thousand seven  
 13 hundred pounds then due upon the said Mortgage and the interest to grow due for the  
 same unto the said *Thomas Mavill*, *Christopher Dobson* and *William*  
 14 *Darkson* (Farrier), their executors, administrators and assigns, upon such trusts and  
 subject to such powers as the said *Mary Ellitson* either sole or covert? should  
 15 by any deed to be sealed and delivered by her in the presence of, and to be attested by  
 two or more credible witnesses declare direct or appoint. **And whereas** by  
 16 an Indenture of Settlement bearing even date with the said recited Deed Poll and  
 made between the said *Mary Ellitson*, of the first part, the said *William Darkson*,  
 17 her then intended husband, of the second part and the said *Thomas Mavill*  
*Christopher Dobson* and *William Darkson* (Farrier) of the third part (being the  
 18 Settlement made on the Marriage of the said *Mary Ellitson* with the said *William*  
*Darkson* which was afterwards duly solemnized), the said *Mary*  
 19 *Ellitson*, with the consent of the said *William Darkson*, did declare, direct and appoint  
 that the said *Thomas Mavill*, *Christopher Dobson* and *William Darkson*  
 20 (Farrier) should stand possessed of the said sum of One thousand seven hundred  
 pounds and the several other sums therein mentioned, making together the

60

"in that behalf contained" (inserted in very small letters)

21 sum of five thousand one hundred pounds and the interest thereof upon the several  
22 trusts therein mentioned. And it was thereby declared that it should be  
23 lawful for the said Trustees at ant time or times during the joint lives of the said  
*William Darkson* and *Mary Ellitson*, with her consent, to call in all or  
24 any part of the said several sums and to lay out and invest such monies upon real or  
governmental securities and to alter and transfer the same. *And*  
25 *whereas* the said *John Codd* departed this life unmarried and intestate and the said  
*William Codd* and *George Codd* as his only surviving Brothers and  
26 Coheirs in Gavelkind, thereupon became seized of or entitled to the inheritance, in fee  
simple, in possession of his fifth part or share of and in the said  
hereditaments and premises, subject to the payment of the like share of the said  
principal sum of One thousand seven hundred pounds and the interest thereof.  
27 *And whereas* under and by virtue of certain other Indentures of Lease and Release  
dated respectively on or about the twenty third and twenty fourth  
28 days of November One thousand seven hundred and ninety five and of a Common  
Recovery suffered in pursuance thereof, the said *George Codd* became  
29 entitled to one other fifth part of share of and in the said hereditaments and premises  
and *John Wickenden* in the said last mentioned Indentures described  
30 and *Sophia*, his wife, formerly *Sophia Codd*, spinster, became entitled to the  
remaining one fifth part or share of the said premises. *And whereas* under  
31 and by virtue of divers Conveyances, rolls, assurances and other acts in the Law and  
ultimately by certain Indentures of Lease, Release and Assignment  
32 bearing date respectively the twenty eighth and twenty ninth days of November One  
thousand eight hundred and nine, the Release and Assignment  
33 made between *James Mackie*, *Richard Best*, the younger and *Robert Mill*, therein  
respectively described of the first part, *Isaac Espinasse* of *Bexley*  
34 in the County of Kent, Esquire, of the second part, *John Aldridge*, Gentleman, of the  
third part, the said *Stephen Parrell* of the fourth part, the said *Thomas*  
35 *Mavill* of the fifth part, the said *William Jackson* and *Mary*, his wife, of the sixth part,  
the said *Robert Espinasse* (since deceased) of the seventh part, the  
36 said *Ralph Colley Smith* of the eighth part and *Phillip Buggs* therein described of the  
ninth part. The inheritance in fee simple in possession of and in the  
37 entirety of the said hereditaments and premises hereinbefore described became  
vested in the said *Isaac Espinasse*, his heirs, appointees and assigns and by  
38 the same Indentures of Release and Assignment after reciting that the said several  
principal sums of Six hundred pounds, Four hundred and twenty five  
39 pounds, Two hundred pounds and Two hundred pounds, making together the sum of  
One thousand four hundred and twenty five pounds secured to the  
40 said *Stephen Parell* upon or by virtue of the said therein and hereinbefore recited  
Mortgages has been duly paid and satisfied. And that the said principal  
41 sum of One thousand seven hundred pounds so secured to the said *Mary Elliotson*  
then? *Mary Darkson* had also been duly paid and satisfied to the  
42 Trustees of the said recited Settlement All those the three undivided fifth parts or  
shares which, by the said Indenture of Mortgage of the seventh  
43 day of December One thousand seven hundred and ninety two<sup>61</sup>, were limited, granted  
and devised to the said *Stephen Parrell* for the said term of  
44 Two thousand years of and in the said hereditaments and premises were assigned  
unto the said *Robert Espinasse*, his executors, administrators and  
45 assigns for all the residue of the said term of two thousand years, In trust,  
nevertheless, for the said *Isaac Espinasse*, his heirs, appointees and

page 3:

**Assigns** and to be assigned or disposed of as he or they should direct and, in  
 the meantime to attend the freehold and inheritance  
 2 of the same premises and by the same Indenture of Release and  
 Assignment<sup>62</sup> now in recital. All those the three  
 3 fifth parts or shares which, by the said Indenture of Release and Mortgage<sup>63</sup> of the  
 seventh day of January One thousand seven hundred and ninety one were limited  
 4 to the said **Mary Elliotson** for the said term of one thousand years and which were  
 afterwards assigned by her to the said **Thomas Mavill Christopher Dobson** and  
 5 **William Darkson** as such Trustees of the said Settlement of and in amongst other  
 hereditaments, the said hereditaments and premises hereinbefore described were  
 6 assigned unto the said **Ralph Colley Smith**, his executors, administrators and assigns,  
 for all the residue Of the said term of One thousand years. In trust, nevertheless,  
 7 for the said **Isaac Espinasse**, his heirs, appointees and assigns, and to be assigned and  
 disposed of as he, or they, should direct and, in the meantime, to attend  
 8 freehold and inheritance of the same premises. **And whereas** the said **Isaac**  
**Espinasse** duly made and published his last will and testament in  
 9 writing, bearing date the eighteenth day of September One thousand eight hundred  
 and thirty three, whereby he gave, devised and bequeathed unto his son, the  
 10 said **James Espinasse**, All his estate and property of every kind and description to him  
 and his heirs and assigns for ever, chargeable with an annuity or yearly rent  
 11 charge of two hundred pounds a year to **Susannah Elizabeth**, the wife of the said  
**James Espinasse**, for her natural life, payable in manner therein mentioned  
 12 and he appointed the said **James Espinasse** and **Susannah Elizabeth Espinasse**,  
 Executor and Executrix of his said will. **And whereas** the said testator died  
 13 without having revoked or altered his said will and the same was only proved by the  
 said **James Espinasse** and **Susannah Elizabeth Espinasse** in the  
 14 Prerogative Court of the Archbishop of Canterbury on the eighteenth day of March one  
 thousand eight hundred and thirty four. **And whereas** by  
 15 Indentures of Lease and Release bearing date respectively, the lease the day next  
 before the day of the date of the Release and the Release even date  
 16 with out executed before the execution of these Presents, the Release being made  
 between the said **James Espinasse** and **Susannah Elizabeth**, his wife of  
 17 the first part, the said **James Ryder Burton** of the second part and **Lord Salisbury**  
**Baxendale** of Great Winchester Street aforesaid, Gentleman, of the  
 18 third part (and which said Indenture of Release had been only acknowledged by the  
 said<sup>64</sup> **Elizabeth Espinasse** according to the Act of Parliament for the  
 19 abolition of fines and recoveries for the valuable considerations therein mentioned, the  
 said hereditaments and premises, by the description of all that  
 20 messuage or tenement and farm commonly called or known by the name of **Stone**  
**House** together with the barn, stable, outhouses, edifices, buildings, yards,  
 21 gardens, orchards and several pieces or parcels of arable meadows and pasture land  
 and wood ground thereunto belonging and therewith letten, held, used  
 22 occupied or enjoyed, with their and every of their appurtenances, containing  
 altogether, by estimation, twenty four acres (be the same more or less). All which  
 23 said messuage, lands and premises were situate, lying and being at or near a certain  
 place called **Magpie Bottom** in the Parish of Shoreham in the said

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62 document 1809-2M

63 document 1791-2M

64 Susannah omitted

24 County of Kent, formerly in the tenure or occupation of *Thomas Wickenden*,  
 25 afterwards of *Joseph Wood*, since of *John Wood* or his assigns or undertenants,  
 26 and then of *Edward Crowhurst* and also all that other messuage or tenement situate,  
 27 lying and being at or near Magpie Bottom, aforesaid in the  
 28 said parish of Shoreham in the said County of Kent and formerly in the tenure or  
 29 occupation of *William Masters*, afterwards of the said *John Wood*  
 30 and then of the said *Edward Crowhurst* together with the yard or garden, orchard and  
 31 appurtenances thereto belonging and therewith letten, held, used  
 32 occupied and enjoyed were (with other hereditaments) conveyed and assured unto,  
 33 and to the use of, the said *James Ryder Burton*, his heirs, appointees  
 34 and assigns, discharged from the said annuity or rent charge of the said *Susannah*  
 35 *Elizabeth Espinasse* in manner in the said Indenture of Release mentioned.  
 36 *And whereas* the said *Robert Espinasse*, the Assignee of the said term of two  
 37 thousand years of and in three fifth parts or shares in the said  
 38 hereditaments and premises, died in or about the month of January One thousand  
 39 eight hundred and forty, having first duly made and executed his  
 40 last will and Testament in writing bearing date the ninth day of August One thousand  
 41 eight hundred and thirty six and thereof appointed the  
 42 said *James Espinasse*, *Henry Petre* and *Leonard Hicks*, his executors who only proved  
 43 the same with two Codicils thereto in the Prerogative Court of  
 44 the Archbishop of Canterbury on or about the twenty sixth day of February One  
 45 thousand eight hundred and forty. *And whereas* the said *James*  
*Ryder Burton* is desirous and it hath been agreed that the said term of two thousand  
 years created by the said recited Indenture of the seventh day  
 of December One thousand seven hundred and ninety two of and in the said three  
 undivided fifth parts or shares in the said hereditaments and  
 premises the entirety whereof have been so conveyed and assured unto the said  
*James Ryder Burton* as hereinbefore mentioned, shall be assigned by the  
 said *James Espinasse*, *Henry Petre* and *Leonard Hicks*, as such executors, as  
 aforesaid, unto the said *Arthur Thomas Upton* as a Trustee for the said  
*James Ryder Burton* and also that the said term of One thousand years created by the  
 said recited Indenture of the seventh day of January One  
 thousand seven hundred and ninety one of and in the three undivided fifth parts or  
 shares in the said hereditaments and premises which were  
 assigned to the said *Ralph Colley Smith* as aforesaid, shall be assigned by him to the  
 said *Robert Edward Johnson* as a Trustee for the said *James Ryder*  
*Burton* in manner hereinafter mentioned. *Now this Indenture witnesseth* that,  
 in pursuance of the said Agreement and in consideration  
 of the sum of five shillings of lawful money of Great Britain to the said *James*  
*Espinasse*, *Henry Petre* and *Leonard Hicks* at or immediately  
 before the execution of these Presents in hand paid by the said *James Ryder Burton*,  
 the receipt whereof is hereby acknowledged,  
 They, the said *James Espinasse*, *Henry Petre* and *Leonard Hicks*, as such executors as  
 aforesaid, at the request and by the

page 4:

*Direction* (as to the said *Henry Petre* and *Leonard Hicks*) of the said *James*  
*Espinasse* and upon the nomination of the said  
*James Ryder Burton* (testified by their respectively executing these  
 presents)<sup>65</sup> *Have* and each and every of them

3 **Hath** bargained, sold, assigned, transferred and set over And, by these presents **Do**,  
 and each and every of them **Doth**, bargain, sell, assign, transfer  
 4 and set over unto the said **Arthur Thomas Upton**, his executors, administrators and  
 assigns, **All** those three undivided fifth parts or shares which,  
 5 by the said Indenture of Mortgage of the seventh day of December one thousand  
 seven hundred and ninety two<sup>66</sup> were limited to the said **Stephen Parrell**  
 6 for the said term of two thousand years and by the said Indenture of the twenty ninth  
 day of November one thousand eight hundred and nine assigned to  
 7 the said **Robert Espinasse** for the remainder of the said term of and in the said  
 Messuages or Tenements, lands, hereditaments and premises hereinbefore  
 8 mentioned and described and which, or the freehold and inheritance of which, have  
 been so conveyed and assured unto and to the said **James Ryder Burton**, his  
 9 heirs, appointees and assigns, as aforesaid, with the appurtenances. And all the  
 estate right title interest term of years yet to come and unexpired, property, claim  
 10 and demand whatsoever of them, the said **James Espinasse, Henry Petre** and **Leonard**  
**Hicks**, as such executors as aforesaid of, in, to or out of the same  
 11 the said messuages or tenements, lands and hereditaments and all and singular other  
 the premises hereby assigned, or intended so to be, with the  
 12 appurtenances unto the said **Arthur Thomas Upton**, his executors, administrators and  
 assigns henceforth for and during all the residue and remainder now  
 13 to come and unexpired of and in the said term of two thousand years nevertheless  
**Upon Trust** for the said **James Ryder Burton**, his heirs, appointees and  
 14 assigns and to be assigned and disposed of as he, or they, shall direct or appoint.  
 And, in the meantime, to permit and suffer the said term of two thousand years  
 15 to attend, wait upon and go along with the reversion, freehold and inheritance of the  
 same hereditaments and premises in order to protect the same from all  
 16 ?? charges and incumbrances if any such there be. **And** the said **James Espinasse,**  
**Henry Petre** and **Leonard Hicks**, for themselves, their heirs, executors and  
 17 administrators (but not the one for the others or other of them but each of them for his  
 own acts and deeds only) do hereby covenant and declare with and  
 18 to the said **Arthur Thomas Upton**, his executors, administrators and assigns, that they,  
 the said **James Espinasse, Henry Petre** and **Leonard Hicks**, have not  
 19 nor hath any or either of them at any time heretofore made, done, committed,  
 occasioned or suffered or been party or privy to any act, deed, matter or thing  
 20 whatsoever whereby, or by reason whereof, the said undivided parts or shares of and  
 in the said hereditaments and premises expressed to be hereby  
 21 assigned, or any of them or any part thereof respectively are, is, can or shall or may be  
 impeached, charged or in any wise incumbered. **And this Indenture**  
 22 **further Witnesseth** that, in pursuance of the said rented Agreement in this behalf  
 and in consideration of the sum of five shillings of lawful money  
 23 of Great Britain to the said **Ralph Colley Smith** in hand paid by the said **Robert Edward**  
**Johnson**, at or immediately before the execution of these presents  
 24 the receipt whereof is hereby acknowledged ?? the said **Ralph Colley Smith** at the  
 request and by the direction of the said **James Espinasse** and on the  
 25 nomination of the said James Ryder Burton testified as aforesaid **Hath** bargained,  
 sold, assigned, transferred and set over. And by these presents **Doth**  
 26 bargain, sell, assign, transfer and set over unto the said **Robert Edward Johnson**, his  
 executors, administrators and assigns **All** those three undivided fifth parts  
 27 or shares which by the said Indenture of the seventh day of January one thousand  
 seven hundred and ninety one were limited to the said **Mary Elliotson**



*Assignment; 1841-6*

Q.9

Signed, sealed and delivered by the within }  
named **Robert Colley Smith** in the presence of }  
Chas King, clerk to Messrs  
Colley Smith ??  
?? Lincolns Inn

Signed, sealed and delivered by the within named  
**James Espinasse** in the presence of  
Peter Bathfield Clerk to Messrs **Baxendale** & Co.  
of Great Winchester Street