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Sometime before 1750 John Wood (#105) of Shoreham owned about 1260 acres of land in ***Westerham, Bromley, Lee, Shoreham, Eynsford & Otford***. This was inherited by his four sons according to gavelkind. Thomas, one of his sons, received a quarter of this land, called Dunstalls, and, by 1773, Thomas's two sons, John and Robert, had inherited their father's fourth share of their grandfather's land. See Summary : The Wood Family for more details.

Documents concerning the land called Dunstalls start with two indentures of 1773, the description of the land, etc. remains fairly consistent in the various documents and details are given in the section starting on page 11. Although it has been assumed that the Richard and Michael Wood of 1773 are the same men as appear in the document of 1751, there is no explicit evidence for this.

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It is very difficult to understand the meaning of the documents from 1804 onwards which makes it very difficult to summarise them. Thus the summarised sections are given in considerable detail. There are various problems concerning the ownership of the land and the apparent ownership as far as it can be determined from the various documents is given below. There are a number of times when the sum of five shillings was paid apparently in return for a lease.

Ownership of Dunstalls

Ownership of Dunstalls as taken from the documents which have been transcribed. Other documents may have survived but, if so, there are not among those which have been examined for this study.

1773	owned by: John and Richard Wood	leased to Enoch Holding sold to Michael Wood
1773 - ?	owned by <i>Enoch Holding (#119)</i> or <i>Michael Wood ??</i>	
<= 1781	owned by <i>George Saunders (#125)</i>	
1781	inherited by George Saunders's nephew, <i>George Rich (#124)</i> aged six	

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- 1796 on 21st July 1796 George Rich was “let into possession” of Dunstalls and the deeds and writings belonging to it were delivered to him.
- 1797 on 25th March George Rich sold Dunstalls to **Jane Smith (#126)**, a widow from Wiltshire, for £3,750
- 1804 on 18th September, according to the Indenture written on that date, Dunstalls seems to have been owned by
George Trenchard Goodenough (#201) of *Shooters' Hill*, Kent, Esquire, and **Richard Whitehouse Jennings (#199)** of *Shire Lane, Lincolns Inn*, Middlesex, gentleman
- They appear to have leased it for a year, for five shillings to:
Thomas Francis Jennings (#200) of *Shire Lane* . . . gentleman

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on 19th September, a release records the sale, for £5,500, from Goodenough to **Sir Walter Stirling (#47)** although there are complications with Richard Whitehouse Jennings being Goodenough's Trustee and Sir Walter Stirling having Thomas Francis Jennings as his Trustee.

Perhaps they were what would be now call "agents" but the Release seems to give the message, etc. to Thomas Francis Jennings and his heirs. But then comes the sentence "In trust, nevertheless, for the said Sir Walter Stirling during his natural life".

1809 **Sir Walter Stirling** leased Dunstalls except for about 35 acres which included **Gold Hill Field** and **Maggie Farm** to **Horace Watson (#234), Esq.** for a period of 44 years with the option to renew the lease for a further 21 years. The land leased could also have included some other land in addition to Dunstalls. The lease contains details of the crops grown and the use of timber.

Description of Dunstalls

In the Lease of 1st June 1773 and Release of 2nd June, Dunstalls is described as:
“All that messuage, farmhouse and tenement called ***Dunstalls*** with all houses, barns, stables, outhouses, buildings, yards, gardens and orchards thereunto belonging. And also . . . all those several closes of arable land, meadow, pasture grounds, wood-grounds and coney grounds¹ to the said messuage, farmhouse and tenement likewise belonging and therewith now or late held, used or enjoyed as part, parcel . . . containing in the whole, by estimation, 300 acres, . . . in the parishes of ***Shoreham, Eynsford*** and ***Otford*** . . . heretofore in the occupation of ***Edward Hills (#146)***, . . . since in the occupation of ***Thomas Hayward*** . . . afterwards in the occupation of the said John Wood . . . and now or late in the several tenures or occupations of ***Thomas Broomfield, William Round*** and ***Nicholas Townsend*** . . . their sons, . . . their undertenant or undertenants.

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land where rabbits were kept?

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And of and in all ways, paths, passages, lights, easements, waters, watercourses, springs, wells, hedges, hedgerows, timber, timber trees, woods, underwoods, commons, common of pasture, liberties, privileged profits, commodities, emoluments, hereditaments and appurtenances whatsoever to the said messuage, farmhouse or tenement, lands and premises or any part thereof belonging . . . And of and in the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof and every part and parcel thereof. 1773-1 (13-25)

The Release also gives the total acreage as: “in the whole, by estimation, 300 acres”. The lease of 1804 (document 1804-1) gives details of the individual fields, etc. as given below, the total coming to 316 acres. A William Brookham seems to have occupied part of this land at some time before 1804.

In the list of occupiers given in 1804, Nicholas Townsend is replaced with ***Michael Wood (#115)*** and, after that, Dunstalls was “in the tenure or occupation

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of **John Russell (#196)** and **John Smyth (#194)** or their respective tenants or undertenants and now or late of **Robert Blandford (#195)**. **1804-1 (14-15)**

In the lease of 1810, Dunstalls, “except about seventeen acres, are now in the tenure or occupation of **Robert Jones (#235)** and of **William Frederick Thompson (#236)**², . . . under a Lease bearing date 12th July 1805 whereby the same premises were demised to them in moietied³ for the term of 49 years at the yearly rents therein mentioned and which 17 acres of land are now in the tenure . . . of the said Robert Jones, . . . under a lease bearing the date the 13th October 1804. Whereby the same, with other hereditaments, were demised to . . . Robert Jones for the term of 30 years at the rent of £45. **1810-1 (15-18)**

² ten months earlier, in the lease of December 1809, this was Richard Frederick Thompson

³ presumably a variation of “moiety” - each receiving a half portion

The Individual Fields, etc.

The lease of 1804 (document 1804-1) identifies the individual fields, etc. giving the acreage, in acres, roods and perches⁴, of each (totalling 316 acres) in the parishes of Shoreham, Eynsford and Otford. This total of 316 agrees with the total given in the various documents and this description is given in a number of subsequent documents with slight variations which could be due to copying errors.

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

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	acres	roods	perch	total acres
Farmhouse, Orchards and Gardens	3	2	29	3.68
Close: Six Acre Field	6	3	6	6.79
Close: Kitchen Field	13	3		13.75
Close: Pound Field	16	1	36	16.48
Close: East Field	15	1	35	15.47
Close: White Ways Field	17	-	30	17.19
Close: Well Field	11			11.00
Close: Great Ponder's Field	15	-	1	15.01
Close: Little Ponder's Field	10	1	22	10.39
Close: Little Twenty Acre Field	12	2	15	12.59
Close: Great Twenty Acre Field	17	-	20	17.12
Close: Willis Field	4	2	13	4.58
Close: Further North Field	8	1	26	8.41
Close: Middle North Field	9	2	17	9.61
Close: Great North Field	14	3	30	14.94
Close: Court Field	14	-	30	14.19

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Close: Little Barn Field	9	-	29	9.18
Close: Great Barn Field	13	-	38	13.24
Close: Two Acres	2	1	6	2.29
Close: Little White Hills	7	3	16	7.85
Close: Great White Hill (by estimation)	11	-	9	11.06
Close: Slip	2	-	10	2.06
Close: Great Baggles	9	-	24	9.15
Close: Little Baggles	8	-	-	8.00
Close: Shoulder of Mutton Field	10	1	2	10.26
Close: Hither Gold Hill	11	1	28	11.42
Close: Further Gold Hill	11	3	25	11.91
Close: Six Acre Field	6	-	23	6.14
Close: Shaw ⁵		1	27	0.42
Close: likewise called the Shaw		1	17	0.42
Close: Friezeland Shaw	2	-	38	2.24

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Close: Kitchen Field	2	2	7	2.54
Close: Pound Field Shaw	2	1	6	2.29
Close: East Field Shaw	1	1	30	1.46
Close: White Ways Shaw	2	1	14	2.34
2 Closes: Shaw Fields	1	-	34	1.21
		3	17	0.86
Close: Willis Shaw	1	3		1.75
Close: North Field Shaw	4	2	5	4.50
Roads and Waste Ground	2		30	2.18

giving a total of

316 acres.

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After the above details, document 1804-1 continues

“And also all those two small cottages or tenements situated near to the said messuage or farm house with the yards or gardens thereunto respectively belonging or appertaining heretofore in the several tenures or occupation of **William Brookham (#300)** and ⁶ since then in the tenure or occupation of the said **John Russell (#196)** and now, or late, of . . . together with all and singular outhouses, edifices, buildings, yards, curtilages⁷, backsides, gardens, orchards, pastures, feedings, commons, common of pasture, right of common, wastes, waste grounds, roads, ways, paths, passages, waters, watercourses, timber and other trees, shaws, woods, coppices, underwoods and the ground and soil thereof, sewers, drains, ditches, hedges, mounds, fences, lights,

⁶ space left for the second name which was never added; a similar space was left on the next line

⁷ a court attached to a dwelling house

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easements, privileges, profits, commodities, advantages, emoluments, hereditaments and appurtenances whatsoever to the said messuage or tenement, . . . or any part thereof, usually leased, demised, let, occupied or enjoyed. And the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said hereditaments and premises”

1804-1 (46-53)

Indentures of 1773

There are a number of problems with the two documents which have survived from 1773.

Lease for a Year

The indenture dated 1st June 1773 appears to be a lease for a year to ***Enoch Holding (#119)*** of ***Bromley***, gentleman, of some land owned by ***John Wood (#109)*** of ***Bromley***, grocer, and ***Richard Wood (#110)*** of ***Cudham***, yeoman. This was gavelkind land⁸ and John and Richard were the two sons and coheirs of ***Thomas Wood (#107)***, late of ***Hayes***, yeoman, deceased who was one of the four sons and coheirs of ***John Wood (#105)***, of ***Shoreham***, deceased.

1773-1 (3-7)

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The indenture continues:

“for and in consideration of the sum of five shillings . . . to John Wood . . . and Richard Wood, in hand well and truly paid by . . . ***Enoch Holding (#119)*** at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they, . . . John Wood . . . and Richard Wood have . . . bargained and sold and by these presents do . . . bargain and sell unto the said Enoch Holding: 1773-1 (7-12)”

The description of the land is given above. In addition to the five shillings, if it was demanded at the end of the year, Enoch Holding was also to pay the rent of one corn or grain of pepper only. The payment of five shillings often occurs where it could be a token payment to acknowledge an agreement but there is no mention of a larger payment as occurs in the next indenture.

Release of 2nd June

The other 1773 indenture dated one day later, 2nd June 1773, is concerned with the recovery of the land described in the indenture of the previous day to the use of **Michael Wood**, of **Chelsham**⁹ in the County of **Surrey**, yeoman, possibly #115, the uncle of John and Richard. Straight after the introduction comes the payment to John and Richard:

- “for and in consideration of . . . £425 . . . to **John Wood (#109)**. . . and **Richard Wood (#110)**, . . . paid by . . . **Michael Wood (#115?)**. . . for the absolute purchase of the fourth part and hereditaments hereinafter mentioned and intended to be hereby released 1773-2 (p.1: 7-10)

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But the payment by Enoch Holding of five shillings to John and Richard is then acknowledged and Enoch Holding continues to have an interest in the property but it is difficult to decide the relationship between Holding and Michael Wood. Initially it looks as if Michael Wood is to own the land, with Enoch Holding as the tenant but then, after the detailed description given below come the lines:

- “To have and to hold the said fourth part, hereditaments and premises, hereby granted and released or mentioned and intended so to be with the appurtenances unto the said Enoch Holding, his heirs as Assigns for ever.” 1773-2 (p.1: 36-37)

There are further complications:

- “Michael Wood shall and may . . . prosecute against . . . Enoch Holding, one Writ of entry Sur Disserzin en le Post out of the High Court of Chancery returnable and to be returned in his Majesty’s Court of Common Pleas at Westminster thereby demanding against . . . Enoch

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Holding the said hereby granted and released fourth part and premises with the appurtenances . . . To which writ . . . Enoch Holding shall appear in his proper person and shall vouch to Warranty by the said John Wood. . .

1773-2(p1: 41-49)

This continues, getting more and more complicated for another whole page. From the note on the outside of the document it does appear that Michael Wood paid £425 to John and Richard Wood.

The Indenture of 2nd June 1773

There are three parties to this indenture:

- **John Wood** (#109) of **Bromley**, grocer, and **Mary** (#111), his wife, and **Richard Wood** (#110) of **Cudham**, yeoman, the two only sons and coheirs in gavelkind according to the custom of gavelkind for gavelkind lands used in . . Kent, of **Thomas Wood** (#107) late of **Hayes**, Kent, yeoman, deceased who was one of the four sons and coheirs in gavelkind of **John Wood** (#105), heretofore of **Shoreham**, Kent, deceased, of the first part,
- **Michael Wood** (#115) of **Chelsham**, **Surrey**, yeoman, of the second part,
- **Enoch Holding** (#119) of **Bromley**, Kent, gentleman, of the third part.

1773-2 (p1:4-7)

According to the beginning of the indenture, the land was sold, for £425, to Michael Wood by John and Richard Wood. Then, according to page 1, lines 18 to 37, the land was sold to Enoch Holding. But there was some reason why Michael Wood should have had this land and lines 18 to 52 describe the legal

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procedures which should be followed so that he could recover the land and Enoch Holding should recover the value of the land from John, his wife Mary and brother Richard.

for . . the sum of £425 . . to . . John Wood . . and Richard Wood, . . paid by . . Michael Wood at or before the sealing and delivery . . in full for the absolute purchase of the fourth part and hereditaments hereinafter mentioned . . As also for and in consideration of the sum of five shillings . . to the said John Wood . . and Richard Wood . . paid by . . Enoch Holding at or before the dealing and delivery hereof, the Receipt whereof is hereby acknowledged. . . that the same fourth part and hereditaments may be conveyed . . unto and to sole use of the said Michael Wood. .

1773-2 (p1:8-17)

John Wood . . and Richard Wood have.. . granted . . unto . . Enoch Holding, in his actual possession and seizin now being, by virtue of a

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bargain and sale to him made by . . John Wood . . and Richard Wood, for the consideration of five shillings by Indenture bearing the date . . (of the day before the date of this indenture) for the term of one year . . commencing from (yesterday) . . and by force of the Statute made for transferring of Uses into Possession . . all that one full undivided fourth part . . of and in all that Messuage, Farmhouse and Tenement called ***Dunstalls*** . . ¹⁰ . . And of and in the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues and Profits thereof and every part and parcel thereof. And all the Estate Right Title, Interest, Use, Trust, possession, property, Inheritance, Claim and Demand whatsoever of them, the said John Wood, . . and Richard Wood, . . . To have and to hold the said fourth part, hereditaments and premises, hereby granted and released . . with the appurtenances unto

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the said Enoch Holding, his heirs as Assigns for ever. To the sole Use of the said Enoch Holding, his Heirs as Assigns for ever.

1773-2 (p1:18-37)

To the only Intent and purpose, nevertheless that . . . **Enoch Holding (#119)**, may become and be perfect Tenant of the freehold of the said hereby granted and released fourth part and premises . . . against whom a good and perfect Common Recovery may be thereof had and suffered and, to that end . . . it is hereby covenanted, declared and agreed . . . between all the said parties . . . that . . . **Michael Wood (#115)** shall and may, before the end of Trinity Term now next ensuing, or in some other subsequent Term, sue . . . against . . . Enoch Holding, one Writ of entry Sur Disserzin en le Post out of the High Court of Chancery . . . demanding against . . . Enoch Holding the said hereby granted and released fourth part and premises . . . to which writ . . . Enoch Holding shall appear . . . and shall vouch to Warranty by . . . John Wood . . . and Mary, his wife, and Richard Wood, who shall likewise appear . . . whereby Judgement

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shall and may be had and given . . . for . . . Michael Wood to recover the said fourth part and premises, . . . against . . . **Enoch Holding (#119)** and, for . . . Enoch Holding to recover in Value against the said **John Wood (#109)**. . . and **Mary (#111)**, his wife, and **Richard Wood (#110)**, and for . . . John Wood . . . and Mary, his wife, and Richard Wood, to recover in value against the said common Vouchee and that such further and other proceedings shall be had therein so as that a good and perfect Common Recovery with double Vouchee of the said hereby granted and released fourth part and premises, . . . shall and may be had, suffered and perfected, in all Things according to the usual Course of Common Recoveries for Assurance of Lands and Hereditaments in such cases used.

1773-2 (p1:38-52)

The second page, also over 50 lines, continues to describe the complex arrangements for this land.

Indentures of 1797

The next mention of Dunstalls in the documents investigated is in two indentures of 1797 dated 24th and 25th March. ([1797-1](#) and [1797-2](#)). Dunstalls had been owned by **George Saunders (#125)** from, at the latest, 1781. George Saunders, in his will written on 20th December 1781 and proved on 17th June of the next year, left Dunstalls to his nephew, **George Rich (#124)** to be given to him when he reached the age of twenty-one. This was confirmed by a decree of the High Court of Chancery made 20th February 1795 when Rich was still an infant, that is, he was not yet twenty-one. He attained his majority in April 1796 so that he was only six when Saunders wrote his will. On 21st July 1796 he was “let into possession” of Dunstalls and the deeds and writings belonging to it were delivered to him.

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The first indenture of 1797 assigns the lease of Dunstalls to **Jane Smith (#126)**, widow, for a year for a peppercorn rent which is similar to the lease granted to Enoch Holding in 1773. Most of the indenture is concerned with how Dunstalls came into the possession of George Rich and the descriptions in it of the land and who had occupied it over a long period is almost identical with the descriptions in the indenture of 1773.

The second indenture, dated a day later than the first one, details the sale of Dunstalls by George Rich to Jane Smith for £3,750. It is a long document with much repetition and contains the same description of the land, etc, as the earlier one.

Indentures of 1804

Two indentures concerning Dunstalls (1804-1 & 1804-2) have survived for 1804, a lease and release which were written on consecutive days - the 18th and 19th September. In the first the lease of Dunstalls for a year seems to have been “sold” to Thomas Francis Jennings for five shillings but at the end of the document is a proviso:

“To the intent and purpose that, . . . **Thomas Francis Jennings (#200)** may be in the actual possession of . . . the aforesaid premises . . . and be thereby enabled to accept and take a grant and release of the reversion, freehold and inheritance thereof to him, . . . in such manner and form as shall be mentioned and expressed in a certain Indenture of Release of four parts intended to bear date the day next after the day of the date of these presents.”

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Sir Walter Stirling (#47) of *Pall Mall*, Middlesex, Baronet, is mentioned for the first time at the end of the lease. Stirling is one of the parties to many of the subsequent documents - see also [Summary - Sir Walter Stirling, Baronet](#).

Messrs Jennings

Messrs Jennings of Shire Lane, Lincolns Inn appear to be a firm of lawyers. One of the witnesses to *Goodenough's* signature to the Lease was a clerk to Messrs Jenning whilst the signature of *Richard Whitehouse Jennings (#199)* was made "in the presence of J. Crook and Thomas Clarkson clerks to Messrs Jennings.

From the Release it seems that Goodenough and Stirling each had a Trustee: Richard Whitehouse Jennings acting for Goodenough and Thomas Francis Jennings for Stirling.

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Lease for a Year: 18th September 1804

This was between:

- ***George Trenchard Goodenough (#201)*** of ***Shooters' Hill*** . . Kent, Esquire, and ***Richard Whitehouse Jennings (#199)*** of ***Shire Lane, Lincolns Inn***, . . Middlesex, gentleman, of the one part

and

- ***Thomas Francis Jennings (#200)*** of ***Shire Lane*** . . gentleman, of the other part.

Goodenough and Jennings . . in consideration of five shillings . . paid by . . Jennings . . have . . bargained and sold . . unto . . Thomas Francis Jennings . . all that messuage, farm house and tenement . . known by the general name of ***Dunstalls***, otherwise ***Shoreham Hill Farm***,

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And all outhouses, edifices, buildings, barns, stables, yards, gardens and orchards thereunto belonging . . . And all those several closes or pieces or parcels of arable meadow and pasture land, woods, wood grounds and coney grounds to the said messuage, . . . containing in the whole, by estimation or survey thereof lately made or taken, 316 acres or thereabouts, . . . in the several parishes of ***Shoreham, Eynsford and Otford***. 1804-1(3-13)

Then follows the list of those who occupied the land until 1804 and the details of all its fields, etc.; see [page D.11](#) for these. The indenture ends:

“To have and to hold the said Messuage or Tenement and Farm Cottages, Lands, Tenements, Hereditaments and all and singular other the Premises hereinbefore bargained and sold, . . . unto the said ***Thomas Francis Jennings (#200)*** . . .

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from the day next before the day of the date of these presents for and during and unto the full end and term of one whole year from thence next ensuing and fully to be complete and ended. Yielding and Paying therefore at the end of the said Term unto the said **George Trenchard Goodenough (#201)** and **Richard Whitehouse Jennings (#119)**, . . . the rent of one pepper corn only if the same be demanded. To the intent and purpose that, . . . Thomas Francis Jennings may be in the actual possession of . . . the aforesaid premises . . . and be thereby enabled to accept and take a grant and release of the reversion, freehold and inheritance thereof to him, . . . in such manner and form as shall be mentioned and expressed in a certain Indenture of Release¹¹ of four parts

¹¹

see Document 1804-2

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intended to bear date the day next after the day of the date of these presents and to be made between . . . George Trenchard Goodenough of the first part, . . . Richard Whitehouse Jennings of the second part, **Sir Walter Stirling (#47) of Pall Mall**, . . . Middlesex, Baronet, of the third part, and . . . Thomas Francis Jennings of the fourth part. In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

1804-1 (54-61)

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The Release: 19th September 1804

This Indenture of four parts was made, on 19th September 1804, the day after the lease described above, between:

- ***George Trenchard Goodenough (#201)*** of *Shooters' Hill*, . . . Kent, Esquire, of the first part,
- ***Richard Whitehouse Jennings (#199)*** of *Shire Lane, Lincolns Inn* . . . gentleman, of the second part,
- ***Sir Walter Stirling (#47)***, of *Pall Mall* . . . Baronet, of the third part and
- ***Thomas Francis Jennings (#200)*** of *Shire Lane* aforesaid, gentleman, of the fourth part” .. 1804-2 (p1: 4-7)

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Whereas the said Sir Walter Stirling hath contracted and agreed with the said George Trenchard Goodenough for the absolute purchase of the Fee simple and Inheritance in possession of and in the Messuage or Tenement, . . . and Premises hereinafter particularly mentioned and described . . . for the price or sum of £5500, . . . Now this Indenture witnesseth that in pursuance . . . of the said agreement and in consideration of the sum of £5,500 by the said Sir Walter Stirling to the said George Trenchard Goodenough in hand paid . . . receipt whereof the said George Trenchard Goodenough doth hereby acknowledge and . . . doth for ever acquit and release . . . **Walter Stirling (#47)**, his Heirs, Executors and Administrators, by these Presents.

1804-2 (p1: 7-12)

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Richard Whitehouse Jennings and Thomas Francis Jennings appear to be acting for Goodenough and Stirling and the release continues to describe the transfer of the Dunstalls Estate, the description of the various parts and their acreage being repeated as in the Lease which takes up the rest of the 52 lines of the first page of the Release.

The second page continues the description of the land, etc. given in the lease ending with::

And the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said hereditaments and premises and also all the estate right, title, interest, use, trust, claim and demand whatsoever, both at law and in equity of them, the said George Trenchard Goodenough and Richard Whitehouse Jennings respectively of in and to the said messuage or tenement, farm, cottages, lands, closes,

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hereditaments and other the premises hereby granted, released . . .
Together with all deeds, evidences and writings which relate to, or in any
wise concern, the said hereby released hereditaments and premises
alone or jointly with any other hereditaments and premises of less value
now in the possession or power of the said George Trenchard
Goodenough and Richard Whitehouse Jennings . . . To have and to
hold the said messuage or tenement . . . and other premises hereinbefore
granted, released and confirmed, . . . unto the said **Thomas Francis
Jennings** and his heirs.

1804-2 (p2: 7-12)

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The relationship between Thomas Francis Jennings and Stirling seems strange and the next section of the release, which is given in full below, adds to the complications::

To the use of such person and persons for such estate and estates, upon such trusts and for such ends, intents and purposes as the said ***Sir Walter Stirling (#47)*** shall, at any time or times hereafter, by any deed or deeds, instrument or instruments, in writing with or without power of revocation and new appointment to be, by him, sealed and delivered in the presence of, and attested by, two or more credible witnesses or by his last will and testament in writing or any codicil thereto to be by him signed and published in the presence of and attested by three or more credible witnesses, direct, limit or appoint. And for default of, and until such direction, limitation or appointment not extending to the fee simple and

Summary - Land called Dunstalls

D.40

inheritance of the said hereditaments and premises shall not extend and as the estates or interest so directed, limited or appointed (such direction, limitation or appointment not extending to the fee simple and inheritance of the said hereditaments and premises shall end and determine To the use of the said **Sir Walter Stirling (#47)** and his assigns for and during his life. And from and after the determination of that estate by any means in his lifetime To the use of the said **Thomas Francis Jennings (#200)**, . . . during the natural life of the said Sir Walter Stirling. In trust, nevertheless, for the said Sir Walter Stirling during his natural life.

And from, and immediately after, the decease of the said Sir Walter Stirling, to the use of the heirs and assigns of the said Sir Walter Stirling forever.

1804-2 (p2: 12-20)

Summary - Land called Dunstalls

D.41

Richard Whitehouse Jennings (#199), who seems to be Goodenough's agent, then did:

for himself, his heirs, executors and administrators, covenant and declare, to and with . . . ***Sir Walter Stirling***, . . . that he . . . hath not at any time heretofore made, done or committed . . . any act, deed or thing whatsoever whereby . . . the said messuage or tenement, . . . and premises . . . is or can be impeached, charged or affected in title, estate or otherwise howsoever. 1804-2 (p2: 20-23)

The convolutions continue:

And . . . ***George Trenchard Goodenough (#201)*** for himself, his heirs, . . . doth hereby covenant, grant . . . to . . . ***Sir Walter Stirling (#47)***, . . . that, for and notwithstanding any act, matter or thing made, done . . . by the said George Trenchard Goodenough, or any person . . . lawfully claiming

Summary - Land called Dunstalls

D.42

. . by, from, under or in trust for him, . . at the time of the sealing and delivery of these presents is lawfully and rightfully seized in his demense as of fee of and in a good, sure, . . and indefeazible estate of inheritance in fee simple in possession of and in all and singular the said messuage, . . and premises above mentioned . . without any condition, trust, power of revocation, limitation of any use or uses or any other matter, cause or thing to alter, change charge, incumber, defeat or make void the same.

1804-2 (p2: 24-28)

And also that for and notwithstanding any such act . . or thing as aforesaid, . . ***George Trenchard Goodenough (#201)***, together with . . ***Richard Whitehouse Jennings (#199)***, have, or one of them hath, good right, full power and lawful and absolute authority to grant, release and

Summary - Land called Dunstalls

D.43

convey all and singular the said messuage . . . premises hereby before granted and released . . . and every part and parcel thereof . . . unto . . . **Thomas Francis Jennings (#200)**, . . . To the several uses and upon the trusts hereinbefore particularly limited and declared and according to the true intent and meaning of these presents. 1804-2 (p2: 29-32)

And also that . . . **Sir Walter Stirling (#47)**, . . . shall and may, from time to time and at all times for ever hereafter, peaceably and quietly have, . . . and enjoy all and singular the said messuage . . . and premises hereby released and confirmed, . . . without the lawful let, suit, trouble, hindrance, molestation, interruption, eviction or disturbance of . . . **George Trenchard Goodenough (#201)**, (and also) kept harmless and indemnified of, from and against all . . . other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, right and title of dower, uses,

Summary - Land called Dunstalls

D.44

wills, entails, trusts, fines, bonds, recognizances, extents, judgements, rents and arrears of rents and all debts and legacies and of and from all other charges, estates, rights, titles, troubles, incumbrances and demands whatsoever which are already or which hereafter may be had, made, done, . . . by . . . *George Trenchard Goodenough* or his Heirs or Assigns, . . .

1804-2 (p2: 32-39)

And further that . . . *George Trenchard Goodenough (#201)*, and his Heirs and all and every other person . . . having or lawfully claiming, . . . any estate, right, title, trust or interest of, in or to the said premises . . . shall and will, . . . upon the reasonable request and at the proper costs and charges in the law of . . . *Sir Walter Stirling (#47)*, . . . make, do, acknowledge and execute . . . all and every such further and other lawful and reasonable act and acts, . . . devices. conveyances and assurances in

Summary - Land called Dunstalls

D.45

the law whatsoever for the further, better and more perfect granting, conveying, . . . of all and singular the messuage . . . and premises aforesaid . . . hereinbefore granted and released . . . unto and upon the several uses hereinbefore limited and declared as by the said Sir Walter Stirling, his heirs, appointees or assigns, or his or their counsel learned in the law, shall be devised and required. 1804-2 (p2: 40-47)

In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written. 1804-2 (p2: 48)

G.T. (seal) Goodenough

RW Jennings (seal)

Walter (seal)
Stirling

17 Acres, Part of Dunstalls

In the Lease of 1810 two earlier documents concerning seventeen acres of Dunstalls are mentioned. After listing the occupants of Dunstalls, the lease continues:

“which premises, except about seventeen acres are now in the tenure or occupation of **Robert Jones (#235)** and of **William Frederick Thompson (#236)**¹², . . . under a Lease bearing date 12th July 1805 whereby the same premises were demised to them in moietied¹³ for . . . 49 years at the

¹² ten months earlier, in the lease of December 1809, this was Richard Frederick Thompson

¹³ presumably a variation of “moiety” - a half portion

Summary - Land called Dunstalls

D.47

yearly rents therein mentioned and which said seventeen acres of land are now in the tenure or occupation of . . . Robert Jones, . . . under a Lease bearing the date 30th October **1804**. Whereby the same, with other hereditaments, were demised to the said Robert Jones for . . . 30 years at the rent of forty five pounds. **1810-4 (14-18)**

Three Documents; Six Indentures, 1806-1807

Three documents concerning Dunstalls were written in 1806 and each had a second indenture on its reverse:

29 th May 1806	Lease for a year Sir Walter Stirling, Bart. to Charles James, Esquire
29 th May 1806	Bargain and Sale for a Year, between Stirling and James
30 th May 1806	Sir Walter Stirling, Bart. to the Trustee of the Earl of Moira.
13 th January 1807	Reconveyance; Charles James to Sir Walter Stirling.
13 th January 1807	Reconveyance as on the back of the lease but with some amendments
14 th January 1807	Reconveyance; Earl of Moira & his Trustees to Sir Walter Stirling, Bart.

Summary - Land called Dunstalls

D.49

As was so often the case, there was a document setting up a lease for a year followed immediately by a Bargain and Sale.

Lease 29th May 1806

Witnesseth that for and in consideration of the sum of five shillings . . . to *Walter Stirling (#47)*. . . paid at or before the ensembling and delivery of these Presents, the receipt whereof is hereby acknowledged, . . . Walter Stirling bargained and sold . . . unto . . . *Charles James (#301)*, All that Messuage, Tenement or Cottage in two dwellings wherein *Jane Small (#239)* and *John Small (#250)* formerly dwelt, with the barns, . . .

Summary - Land called Dunstalls

D.50

thereunto belonging . . . And all that Croft or Parcel of Land called . . . by the name of¹⁴ **Coddle Croft** and on part of which the said Messuage, Tenement or Cottage was formerly erected and built. And all that Croft or Parcel of Land called . . . known by the name of **Pease Croft** and on part of which a barn was formerly erected and built . . . containing together, in the whole, by estimation, 15 acres . . . And which said pieces . . . of land are now, and for some years past have been, divided into five several pieces . . . and one of the said five several pieces . . . is now **Wood Ground** and contains 3 acres and a half or thereabouts. And which said Messuage, . . . and premises are situated in **Shoreham** . . . and were formerly in the tenure . . . of **Mary Broomfield (#302)**, her undertenants or

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

Summary - Land called Dunstalls

D.51

assigns, late of **John Glover (#242)** and now of **Robert Jones (#235), Esq.**
. . and all and all manner of houses, outhouses, edifices, buildings,
ways, waters, watercourses, paths, passages, lights, liberties, easements,
commons, common or pasture, feedings, timber and trees, hedges,
ditches, ??, profits, commodities, emoluments, privileges, advantages,
hereditaments and appurtenances whatsoever to the said Messuage, . .
and premises belonging or in any wise appertaining or occupied ??
Deemed, taken or known as part, parcel or Member thereof, or to be
belonging thereto, and the Reversion and Reversions, Remainder and
Remainders, Rents, Issues and profits thereof To have and to hold
the said Messuages . . Hereditaments and all and singular other the
premises herein below mentioned or intended to be hereby bargained
and sold with their. . appurtenances unto . . **Charles James (#301)**, .

Summary - Land called Dunstalls

D.52

. from the day next before the day of the date of these presents . . unto the full end and term of one year from then next ensuing . . *Yielding and Paying* therefore, unto the said **Sir Walter Stirling (#47)**, . . 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 the force of the Statute made for transferring of uses into possession . . **Charles James (#301)** may be in the actual possession of the said hereditaments and premises above mentioned and intended to be hereby bargained and sold, . . with their appurtenances, and may thereby be enabled to accept and take a Grant and Release of the same and of the Reversion, Freehold and Inheritances thereof, to him, . . Charles James, . . upon and for the trusts, ends, intents and purposes as are mentioned and declared in and by an Indenture already prepared and intended to bear date the day next after the day of the date of these presents

Summary - Land called Dunstalls

D.53

and made between . . . **Sir Walter Stirling (#47)** of the first part, **Thomas Francis Jennings (#200)** of **Shire Lane, Lincolns Inn**, in the County of Middlesex, Gentleman, of the second part; The Right Honorable **Francis Rawdin Hastings, Earl of Moira**, Master General of his Majesty's Ordnance, of the third part, and the said Charles James of the fourth part, **In Witness** whereof the said Parties to these Presents have set their Hands and Seals the day and year first above written.

1806-1 (4-33)

Bargain and Sale 29th May 1806

Between

- *Sir Walter Stirling (#47)* of Shoreham in the County of Kent, Baronet, and *Thomas Francis Jennings (#200)* of *Shire Lane, Lincolns Inn*, . . . Middlesex, gentleman of the one part

and

- *Charles James (#301)* of *Castle Street, Mary le bone*, . . . Middlesex, Esquire, of the other part.

Witnesseth that for . . . the sum of five shillings . . . by Charles James to . . . Walter Stirling and Thomas Francis Jennings, in hand paid . . . the receipt whereof is hereby acknowledged, They, . . . Sir Walter Stirling and Thomas Francis Jennings have . . . bargained and sold . . . unto Charles James all that messuage, farm house and tenement heretofore called . . . **Dunstalls** . . . containing in the whole by estimation, 316 acres or

Summary - Land called Dunstalls

D.55

thereabouts, . . . situated . . . in Shoreham, Eynsford and Otford, or one of them, . . . heretofore in the tenure or occupation of **Thomas Broomfield (#148)**, **William Round (#74)** and **Michael Wood (#115)**, . . . afterwards in the tenure or occupation of **John Russell (#196)** and **John Smyth (#194)**, . . . and late of **Robert Bland (#195)**¹⁵, his Undertenants or Assigns,
1806-2 (p1:6-15)

Then follows the detailed description given in document 1804-1 - see [page D.11](#).

To have and to hold the said messuage or tenement, farm, lands and all and singular other the hereditaments and premises hereby bargained and sold, . . . unto the said **Charles James (#301)**, from the day next before the day of the date of these presents for the term of one year. Yielding and Paying therefore, unto . . . **Sir Walter Stirling (#47)** and

Summary - Land called Dunstalls

D.56

Thomas Francis Jennings (#200), . . . the rent of one pepper corn on the last day of the said term if the same shall be lawfully demanded.

1806-2 (p2:27-30)

To the intent and purpose that, by virtue of these presents and by operation of the statute made for transferring of uses into possession, the said Charles James, may be in the actual possession of all and singular the aforesaid Messuage . . . and thereby be enabled to accept and take a grant and release of the freehold and inheritances thereof, to him and his Heirs. To the use of him, . . . Charles James, his heirs and assigns, upon such trusts nevertheless, as in such grant and release intended to bear date the day next after the day of the date of these presents and to be made between:

Summary - Land called Dunstalls

D.57

- *Sir Walter Stirling (#47)* of the first part,
- *Thomas Francis Jennings (#200)* of the second part
- The Right Honourable *Francis Rawdin Hastings (#303), Earl of Moira*, Master General of his Majesty's Ordnance, of the third part
- *Charles James (#301)* of the fourth part.

1806-2 (p2:31-37)

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

Walter [seal] Stirling

Thom. Fran. [seal] Jennings

Appointment and Release 30th May 1806

This lengthy document, 6 pages, is complex in that the Earl of Moira pays Sir Walter Stirling £10,350 for the land called Dunstalls plus, it appears, some extra land, Coddle Croft and Pease Croft, which are the subject of the Lease of 29th May 1806¹⁶. This Appointment and Release includes a copy of the detailed description of all the crofts, etc making up the estate called Dunstalls.

This Indenture of four parts was made, on 30th May 1806, between:

- ***Sir Walter Stirling (#47)*** of Shoreham . . Baronet, of the first part,
- ***Thomas Francis Jennings (#200)*** of ***Shire Lane, Lincolns Inn*** . . Gentleman of the second part,

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see also Summary: Sir Walter Stirling

Summary - Land called Dunstalls

D.59

- **The Right Honorable Francis Rawdin Hastings (#303), Earl of Moira, Master General of his Majesty's Ordnance**, of the third part
- **Charles James (#301) of Castle Street, Mary le bone, . . Middlesex, Esquire**, (a Trustee nominated on the part of the said Earl of Moira) of the fourth part. 1806-3 (p1: 3-7)

The complications which arise are partly due to Thomas Francis Jennings appearing to be Sir Walter Stirling's agent and Charles James the Earl's agent. Details from the indenture are given below but, in brief,:

- Dunstalls appears to be "To the use and behoof of the said **Charles James (#301)**, his heirs and assigns, forever. In Trust Nevertheless for the said Earl, . . "

Summary - Land called Dunstalls

D.60

- from the Bargain and Sale of 29th May 1806, **Sir Walter Stirling (#47)** seems to have sold Dunstalls to Charles James
- “part of which said messuage, farm, land and premises are now in the tenure or occupation of **Mess^{rs} Jones and Thompson** under a lease to them thereof granted by . . . Sir Walter Stirling dated the 12th July 1805 for 49 years from Michaelmas then next at the yearly rent of £300; and the remainder of the same are in the tenure or occupation of the said **Robert Jones (#235)** under a Lease thereof to him granted together with the premises hereinafter also released at the yearly rent of £45 . . . “
1806-3 (p4: 11-14)

Since Jones and Thompson were tenants this need not have affected the ownership

Summary - Land called Dunstalls

D.61

- Dunstalls was “granted, released and confirmed, . . . unto . . . **Charles James (#301)**, . . . his heirs and assigns, . . . ***In Trust***, nevertheless, for the ***said Earl***¹⁷, his heirs and assigns, and to be released, conveyed and disposed of as he or they shall direct or appoint and to, for or upon no other use, trust, intent or purpose whatsoever. **1806-3 (p3: 18-22)**

Pages 4 to 6 continue to describe the land, etc. transferred to Charles James but, it seems in trust for the Earl, particularly since it is the Earl who pays the £10,350 to ***Sir Walter Stirling (#47)***.

Details of the Appointment and Release 1806

This document refers back to the Indentures of Lease and Release of the 18th and 19th September 1804 giving a full description of all the components of Dunstalls's 316 acres of which

“every part thereof were granted, released, limited and confirmed unto . . . **Thomas Francis Jennings (#200)** and his heirs. To the uses of such person and persons for such estate and estates upon such trusts and for intents and purposes as . . . **Sir Walter Stirling (#47)** should at any time or times thereafter, by any deed or deeds, instrument or instruments, in writing, with or without power of revocation and new appointment to be by him sealed and delivered in the presence and attested by two or more credible witnesses or by his last will and testament in writing or by any codicil thereto by him signed and published in the said release is mentioned And after the determination of that Estate by any means in his life time To the use of . . . Thomas Francis Jennings, . . . during the natural life of the said Sir Walter Stirling In trust for the said Sir Walter Stirling during his

Summary - Land called Dunstalls

D.63

natural life and from and after the decease of the said Sir Walter Stirling, to the use of the heirs and assigns of . . Sir Walter Stirling forever.

1806-3 (p2:35 - p3:8)

And whereas . . Sir Walter Stirling, being seized to him and his heirs of an absolute estate of fee simple in possession of and in the messuage, tenement or cottage and the crofts or parcels of land situated in . . Shoreham . . hereinafter particularly described and intended to be hereby released, the said ***Earl of Moira (#303)*** hath contracted and agreed with . . ***Sir Walter Stirling (#47)***, for the absolute purchase of the Freehold and Inheritance as well of the said messuage or farm house, closes or parcels of land and other the hereditaments and premises comprised in the said above recited Indentures of Lease and Release and hereinbefore particularly described as also of the said other hereditaments and premises above mentioned and intended to be hereinafter released at and for the price . . £10,350.

1806-3 (p3:8 - p3:13)

Summary - Land called Dunstalls

D.64

Now this Indenture Witnesseth that in pursuance of the said agreement and in part performance thereof And in consideration of the sum of £10,350 . . by the said Earl to . . Sir Walter Stirling paid . . the receipt of which £10,350 . . Sir Walter Stirling doth hereby acknowledge and thereof and therefrom doth hereby acquit and for ever release the said Earl, . . He, the said Sir Walter Stirling, in pursuance and in exercise of the said power contained in the hereinbefore recited Indenture of Release and of all other powers and authorities to him, in his behalf appertaining, hath directed, limited and appointed, And by this present deed . . by him sealed and delivered . . doth (at the request, by the direction and as the Nomination and Appointment of the said Earl testified by his being a party to and executing these presents) irrevocably direct, limit and appoint that all and singular the messuage or tenement, farm, closes of land and other the hereditaments and premises comprised in the said above recited Indenture

Summary - Land called Dunstalls

D.65

of Release of 19th September, 1804¹⁸ and hereinbefore particularly described . . . And all the estate right, title, interest, use, property, claim and demand whatsoever of . . . **Sir Walter Stirling (#47)**, of, in and to the said hereditaments and premises shall hence forth be and remain and that the said hereinbefore recited Indentures of Lease and Release shall be operate and ?? **To the Use** and behoof of the said **Charles James (#301)**, his heirs and Assigns, forever. In **Trust Nevertheless** for the said Earl, . . . and to be released, conveyed and disposed of as he, or they, shall . . . time direct or appoint. And to, for or upon no other use, trust, intent or purpose whatsoever.

1806-3 (p3:13 - 27)

Summary - Land called Dunstalls

D.66

And this Indenture also witnesseth that, for the further and more effectually assuring and confirming, the said messuages, lands, hereditaments and premises . . . with the appurtenances, and in consideration of the said sum of £10,350 so paid by the said Earl to . . . Sir Walter Stirling as aforesaid. **And also** in the consideration of the sum of ten shillings . . . to **Thomas Francis Jennings (#200)**, by . . . **Charles James (#301)** at the same time paid, . . . he, the said Thomas Francis Jennings (at the request and by the direction of . . . **Sir Walter Stirling (#47)** and upon the nomination and at the appointment of the **said Earl (#303)**, testified by the said parties last named, duly executing these presents, hath bargained and aliened and released . . . and . . . Sir Walter Stirling hath granted, bargained, . . . and by these

Summary - Land called Dunstalls

D.67

presents doth grant, bargain, sell, . . unto . . Charles James in his actual possession by virtue of a Bargain and Sale¹⁹ to him thereof made by . . Sir Walter Stirling and Thomas Francis Jennings for one year for five shillings consideration by Indenture bearing date the day next before the day of the date of these Presents for the term of one year commencing from the day next before the day of the date of the said Indenture of Bargain and Sale and by force of the Statute made for transferring of Uses into possession)

and to his heirs, all and singular the said messuage or tenement, farm, land, hereditaments and premises comprised in the above recited

Summary - Land called Dunstalls

D.68

Indenture of Release of the 19th September 1804²⁰ and herein before particularly described and above, . . . part of which said messuage, farm, land and premises are now in the tenure or occupation of **Mess^{rs} Jones and Thompson** under a lease to them thereof granted by the said Sir Walter Stirling dated the 12th July 1805 for the term of 49 years from Michaelmas then next²¹ at the yearly rent of £300 and the remainder of the same are in the tenure or occupation of the said **Robert Jones (#235)** under a Lease

²⁰ document 1804-2; this section seems to be referring to Coddle and Pease Crodts which were (or had been) in the tenancy of Robert Jones

²¹ from “Mess. Jones” to here is a direct copy from the Reconveyance included with the Bargain and Sale (document 1806-2) but there is no mention of the rent in that document

Summary - Land called Dunstalls

D.69

thereof to him granted together with the Premises hereinafter also released at the yearly rent of £45 and the reversion . . . and profits of the said premises hereinbefore released . . . And all the Estate, Right, . . . and demand whatsoever of . . . Sir Walter Stirling and Thomas Francis Jennings respectively of, in and to the said messuages, . . . and every part thereof, together with all deeds, . . . which relate to the said premises hereinbefore released now in the custody or power of the said Sir Walter Stirling which he can procure without suit. 1806-3 (p3:27 - p4:18)

To have and to hold the said messuages or tenements, . . . hereby granted, released and confirmed, . . . unto . . . **Charles James (#301)**, . . . **To the Use** of the said Charles James, his heirs and assigns. **In Trust**, nevertheless, for the **said Earl (#303)**, his heirs and assigns, and to be released, conveyed and disposed of as he or they shall direct or appoint and to, for or upon no other use, trust, intent or purpose whatsoever.

1806-3 (p4: 18-22)

Summary - Land called Dunstalls

D.70

And . . . Thomas Francis Jennings (#200) Doth hereby, for himself, his heirs, . . . covenant and declare to and with . . . **Charles James (#301)**, . . . that he, . . . hath not, at any time heretofore made, done or . . . any Act, Deed or Thing whereby . . . the said messuages . . . hereby released and confirmed, . . . can be impeached, charged or incumbered in Title, Estate or otherwise, howsoever. 1806-3 (p4: 23-26)

And this Indenture further witnesseth that, in pursuance of the said above recited Contract and for perfecting and completing the same, and in consideration of the said sum of £10,350 so paid to . . . **Sir Walter Stirling (#47)** by the *said Earl (#303)* as aforesaid, He, . . . Sir Walter Stirling, **Hath** granted, bargained, . . . and released, And by these Presents **Doth** (at and upon the like nomination and appointment of the said Earl testified as aforesaid) grant, . . . and release unto . . . **Charles James** (in his actual possession being under and by virtue of a certain Indenture of Bargain and Sale to him thereof made by . . .

Summary - Land called Dunstalls

D.71

Sir Walter Stirling by Indenture dated (29th May 1806²²) for one whole year to commence from the day of the date of the said Indenture of Bargain and Sale in consideration of five shillings to .
. **Sir Walter Stirling (#47)** paid by . . Charles James)

and to his Heirs **All** that Messuage, Tenement or Cottage in two Dwellings wherein **Jane Small (#239)** and **John Small (#250)** formerly **Dwelt** with the barns, yards, gardens and orchards . . **And** all that Croft or Parcel of Land called or known by the name of **Coddle Croft** and on part of which the said messuage, tenement or cottages was formerly erected and built. And all that croft . . called . . **Pease Croft** and on part of which a barn was formerly erected . . in the whole, by estimation, 15 acres, . . which said pieces or

Summary - Land called Dunstalls

D.72

parcels of land are now, and for some years past have been, divided into five several pieces . . . and one of the said five pieces or parcels . . . is now **Wood Ground** and contains 3.5 acres . . . or thereabouts and which said Messuage, tenement . . . are situated in **Shoreham** . . . and were formerly in the tenure or occupation of **Mary Broomfield (#302)**, . . . and late of **John Glover (#242)**,²³ . . . And also all houses, outhouses, edifices, buildings, ways, waters, watercourses, paths, passages, lights, easements, liberties, commons, common of pasture, feedings, timber and trees, hedges, ditches, fences, profits, commodities, emoluments, privileges, advantages, and appurtenances . . .

1806-3 (p4:27- p5.9)

23

this section is an exact copy from the Lease of 1806 (page D.49) even to the spelling "priviledges" (the "d" is not usually included) except that here the phrase "and now of **Robert Jones, Esq.**" which occurs in the lease is not included here until line 11

Summary - Land called Dunstalls

D.73

All which said messuage, cottage, land, hereditaments and premises hereby lastly released are now in the tenure of **Robert Jones (#235), Esq.**, . . . under a lease to him thereof granted (together with part of the premises hereinbefore released to the said **Charles James (#301)**), by the said **Sir Walter Stirling (#47)**, bearing date 30th October 1804 for the term of 30 years from Michaelmas then last at the yearly rent of £45 and the reversion and reversions, . . . issues and profits of all and singular the said hereditaments and premises, . . . and all the estate right, title, . . . trust, property claim and demand of him, the said Sir Walter Stirling, of, in and to the said Hereditaments and premises by these presents lastly granted and released, and every part and parcel thereof. Together with all deeds, evidences and writings relating thereto now in the custody of . . . **Sir Walter Stirling (#47)** or which he can procure without suit.

1806-3 (p5:10-16)

Summary - Land called Dunstalls

D.74

To have and to hold the said messuage, tenement . . . and premises so by these presents lastly released as aforesaid unto . . . **Charles James (#301)** and his heirs, To the use of . . . Charles James, his heirs and assigns, In trust nevertheless for the **said Earl (#303)**, his heirs and assigns, and to be released, . . . as he or they shall direct or appoint and to, for or upon no other use, trust, intent or purpose whatsoever **1806-3 (p5:16-19)**

And for the further assurance of the said hereditaments and premises lastly by these presents granted and released and in order to bar all dower and right and title to dower, which the **wife of . . . Sir Walter Stirling** now hath or otherwise could or might have or claim in to or out of the said hereditaments and premises last mentioned, he, . . . Sir Walter Stirling, for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said Charles James, . . . that he, . . . Sir Walter Stirling and . . .

Summary - Land called Dunstalls

D.75

²⁴ his wife, shall and will, as of Trinity Term next or of some subsequent term, at the costs and charges in the law of the said Sir Walter Stirling, . . . acknowledge and levy, in due form, of Law before the Justices of His Majesty's Court of Common Pleas at Westminster, one or more Fine or Fines. 1806-3 (p5:19-25)

Upon Acknowledgement of Right and so forth with proclamation according to the form of statute in such cases made and provided and the Course of Fines with Proclamation there used unto the said ***Charles James (#301)***, . . . of all and singular the said Message . . . and premises hereby lastly granted and released with the rights . . . , and appurtenances thereto belonging with such apt and convenient names, qualities and descriptions as shall be sufficient to ascertain and comprize the same. ***And*** it is hereby

Summary - Land called Dunstalls

D.76

declared and agreed by and between . . . **Sir Walter Stirling (#47)** and also the **said Earl (#303)** and . . . **Charles James** that, as well the said Fine or Fines so as aforesaid, or in any other manner to be levied, and all and every other Fine and Fines, Common Recoveries, Conveyances and Assurances in the Law whatsoever already had, levied, acknowledged, executed or suffered . . . of the hereditaments and premises last mentioned, or any part thereof, between the said Parties last named, shall be and enure²⁵ and shall be judged and construed to be and enure and are hereby declared to be meant and intended to be and enure unto . . . **Charles James (#301)**, his heirs and assigns, **In Trust** for **the said Earl**, his heirs and assigns for ever and for no other use, trust, intent or purpose whatsoever **1806-3 (p5:25-37)**

And the said **Sir Walter Stirling (#47)**, for himself, his heirs, . . . doth hereby covenant, . . . and agree to and with . . . **Charles James (#301)**, . . .

Summary - Land called Dunstalls

D.77

. . . that for and notwithstanding any act, deed or thing made, . . . or knowingly suffered by . . . Sir Walter Stirling or by any person or persons rightfully having or claiming any Estate title or interest in or to the said hereditaments and premises above mentioned from or under ?? the said **Thomas Francis Jennings (#200)**²⁶

at the time of the sealing and delivery of these presents is lawfully and rightfully seized of the fee simple and inheritance of the messuages or tenements, . . . above by these presents directed, limited and appointed . . . to the several uses for the intents and purposes in the said above recited Indenture of Release expressed and declared and hereinbefore mentioned.

1806-3 (p6:1-7)

And also that for and notwithstanding any such act, . . . **Sir Walter Stirling (#47)**, at the time of the execution of these presents, is lawfully and

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this section is interpreted to mean that, regardless of any claim made by Thomas Francis Jennings, Charles James is, at that time, owner of the fee simple of the land in question

Summary - Land called Dunstalls

D.78

rightfully seized in his Demesne as of fee of and in good, sure, absolute and indefensible Estate of inheritance in fee simple of and in all and singular the said Messuage, . . . and premises hereby lastly released, with the appurtenances without any condition, . . . or any other matter, . . . to alter, . . . or make void the same. 1806-3 (p6:7-10)

And also that for and notwithstanding any such act, deed or thing, as aforesaid, . . . **Sir Walter Stirling (#47)** and **Thomas Francis Jennings (#200)**, have themselves respectively good right, full power and lawful and absolute authority to grant, release and convey all and singular the said messuages, closes, . . . and premises hereinbefore by them respectively, directed, . . . and released or mentioned . . . and every part and parcel thereof, with the appurtenances, unto and to the use of the said **Charles James (#301)**, his heirs and assigns. To the only proper use and behoof of the said Charles James, . . . in manner aforesaid according to the true intent and meaning of these presents 1806-3 (p6:10-16)

Summary - Land called Dunstalls

D.79

And also that . . . **Charles James**, his heirs and assigns, shall and lawfully may . . . and at all times for ever hereafter, peaceably and quietly, have, . . . and singular the said several messuages, lands, hereditaments and premises so by these presents limited, appointed, granted and released, with the appurtenances and every part and parcel thereof. . . in trust, as aforesaid, without the lawful let, suit, trouble, . . . or disturbance of . . . **Sir Walter Stirling**, his heirs and assigns, or of any other person or persons lawfully claiming.. . . except all and every person and persons claiming under the said Indentures of Lease above mentioned. And that free and clear and freely and clearly and absolutely acquitted, exonerated and discharged or otherwise by . . . **Sir Walter Stirling (#47)**, . . . well and sufficiently saved, kept harmless and indemnified of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases (except the said leases above mentioned), mortgages, jointures, dowers,

Summary - Land called Dunstalls

D.80

right and title of dower, uses, wills, intails²⁷, trusts, fines, bonds, recognisances, extents, judgements, rents and arrears of rents and all debts and legacies and, of and from, all other charges, estates, rights, titles, troubles and incumbrances whatsoever had made, done, committed or suffered by the said Sir Walter Stirling, or his heirs or any other person or persons lawfully claiming, or to claim, by, from or under them or any of them.

1806-3 (p6:16-27)

And further that . . . ***Sir Walter Stirling (#47)***,
and his heirs and all and every other person and persons and his

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

Summary - Land called Dunstalls

D.81

and their heirs having, or lawfully claiming, or that shall or may hereafter claim any estate, right, title, trust or interest of, in or to the said premises hereby before granted and released, or any part thereof, by, from or under him, them or any of them,

shall and will, from time and at all times hereafter, upon the reasonable request and at the proper costs and charges in the law of . . . **Charles James (#301)**, . . . make, do, acknowledge and execute, in or cause or procure to be made, done, acknowledged and executed all and every such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the Law whatsoever for the further better and more perfect granting, conveying and assuring of all and singular the premises aforesaid, with the appurtenances and every part and parcel thereof, unto the said **Charles James (#301)**, his heirs and assigns, for ever. In trust aforesaid as by . . . Charles James, his heirs or assigns or his or

Summary - Land called Dunstalls

D.82

their Counsel, learned in the Law, shall be reasonably advised, devised and required so that the said Sir Walter Stirling and his heirs be not compelled or compellable to go or travel from his or their respective places of abode for the doing thereof.

1806-3 (p6:27-37)

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

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

28

Reconveyance 14th January 1807

This *Indenture tripartite* was written on the back of the Appointment and Release dated 30th May 1806. It was between:

- the *Earl of Moira (#303)* of the first part
- *Charles James (#301)* of the second part

and

- *Sir Walter Stirling (#47)* of the third part.

Whereas . . . *Sir Walter Stirling* hath contracted and agreed with the said Earl of Moira for the repurchase of the Freehold and Inheritance as well of the Messuages . . . and premises comprised in the within recited Indenture of Release of 19th September 1804²⁹ and firstly, by the within written Indenture, directed, . . . and confirmed to . . . Charles James In trust for the

Summary - Land called Dunstalls

D.84

said Earl, as also of the said messuage, . . . and premises lastly, by the within written Indenture, granted and released by . . . Sir Walter Stirling to . . . Charles James, In trust for the said Earl of Moira for the price or sum of £10,350, ***Now therefore this Indenture witnesseth*** that, in pursuance of the said recited Agreement and for and in consideration of the sum of £10,350 . . . to the said ***Earl of Moira (#303)*** . . . paid by . . . ***Sir Walter Stirling (#47)*** at and before the sealing and delivery of these presents the receipt whereof he, the said Earl of Moira, doth hereby admit and thereof and therefrom . . . doth acquit, release and discharge . . . Sir Walter Stirling, . . . for ever by these presents and also for and in consideration of the sum of ten shillings . . . by . . . Sir Walter Stirling to the said ***Charles James (#301)*** . . . well and truly paid, the receipt whereof is also hereby acknowledged, he, . . . Charles James hath (at the request and by the direction and appointment of the said Earl of Moira . . .) bargained, sold, aliened and released, . . . and the Earl of Moira hath granted, bargained, . . . and confirmed and by these presents doth grant, . . . and confirm unto . . . Sir Walter Stirling

Summary - Land called Dunstalls

D.85

(in his actual possession now being by virtue of two several Bargains and Sales to him thereof made by . . . Charles James for five shillings consideration each by Indentures bearing date the day next before the day of the date of these presents and indorsed respectively on two certain Indentures of Lease bearing date the day next before the day of the date of the within written indenture³⁰ for the term of one year commencing from the day next before the day of the date of the said Bargain and Sale and by force of the Statute made for transferring uses into possession)

and to his heirs, **All** and singular the messuages or tenements, farm, lands, hereditaments and premises ?? in the within recited Indenture of

³⁰

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

Summary - Land called Dunstalls

D.86

Release of the 19th September 1804³¹ and also by the within written indenture . . . part of which said messuage, farm, lands and premises are ?? the tenure or occupation of **Messrs. Jones and Thompson** under a lease to them thereof granted by the said **Sir Walter Stirling (#47)** dated 12th July 1805³² . . . for the term of 49 years from Michaelmas then next and the remainder thereof are in the tenure . . . of Robert Jones under a lease thereof to him granted together with the premises next ?? mentioned and described.

1806-3r (3-19)

³¹ document 1804-2

³² lease dated 12th July 1805 mentioned in documents 1806-3 and 1810-4; this was for 17 acres, part of Dunstalls, for a period of 49 years; both this lease and the one dated 1804, seem to have been to Robert Jones who, according to the lease of 1806 (document 1806-1) then had the occupation of Coddle Croft and Pease Croft.

Summary - Land called Dunstalls

D.87

And also all that the within mentioned messuage, tenement or cottage in two dwellings together with the croft, land, hereditaments and premises and by the within written Indenture particularly mentioned and described and thereby lastly granted and released by . . . **Sir Walter Stirling (#47)** to . . . **Charles James (#301)** In trust for the said Earl of Moira)³³. Together with all and singular the rights, members and appurtenances thereunto belonging or in anywise appertaining. All which said messuage, cottage, land, hereditaments and premises hereby lastly mentioned and described are now in the tenure or occupation of . . . **Robert Jones (#235)**, . . . under a lease to him thereof granted (together with part of the premises herein before mentioned and described) by . . . **Sir Walter Stirling (#47)** dated 30th October 1804 for the term of 30 years from Michaelmas then ?? at the yearly rent of £35. And also all and singular other the hereditaments and premises by the within written Indenture of Release limited, directed . . .

Summary - Land called Dunstalls

D.88

and conveyed by . . Sir Walter Stirling to . . **Charles James (#301)**, in trust for the said **Earl of Moira (#303)**, together with all and singular the rights, members, . . to the said hereditaments and premises respectively belonging . . And the reversion and . . rents, issues and profits of . . the said hereditaments and premises . . And all the estate right, title , . . claim and demand whatsoever, either at Law or in equity of him, the said Earl of Moira and Charles James of, in an to the said hereditaments and premises . .

1806-3r (19-27)

To have and to hold the said several messuages or tenements, . . with the rights, members and appurtenances in the within written Indenture³⁴ particularly mentioned . . and thereby limited, . . granted and released to . . **Charles James (#301)** hereby granted, released and confirmed, . . unto

Summary - Land called Dunstalls

D.89

. . . **Sir Walter Stirling (#47)**, . . . To the use of . . . Sir Walter Stirling, . . . for and upon . . . trust or purpose whatsoever. **1806-3r (28-31)**

And . . . Charles James doth hereby, for himself, his heirs, executors and administrators, covenant and declare to . . . Sir Walter Stirling, his heirs and assigns, that he, . . . Charles James, hath not at any time herebefore, made, done . . . any act, deed or thing whereby, . . . the said hereditaments and premises hereby granted, released . . . are, is or can be impeached, charged or incumbered in title, estate or otherwise howsoever.

1806-3r (31-33)

And the said **Earl of Moira (#303)**, for himself, his heirs, . . . doth hereby covenant, . . . and agree to and with . . . **Sir Walter Stirling (#47)**, . . . that for and notwithstanding any act, deed . . . or thing made, done, . . . by the said Earl of Moira or by . . . **Charles James (#301)**, or by any person or persons rightfully having or claiming any Estate, Title or Interest in . . . to the said hereditaments and premises . . . mentioned and intended to be

Summary - Land called Dunstalls

D.90

hereby granted and released . . . they, the said Earl of Moira and Charles James, or one of them, at the time of the sealing and delivering of these presents, are or is lawfully and rightfully seized in their or his demesne as of, for of and in a good, sure, . . . estate of inheritance in fee simple of and in all and singular the said hereditaments and premises . . . without any condition, trust, power of revocation . . . or make void the same **1806-3r (34-39)**

And also that for and notwithstanding any such act, matter or thing as aforesaid, they, the said **Earl of Moira (#303)** and **Charles James (#301)**, have in themselves, or one of them, hath in himself good right, full power . . . to release, grant . . . all . . . the said hereditaments and . . . premises hereby before granted and released . . . unto and to the use of . . . **Sir Walter Stirling (#47)**, . . . And also that . . . Sir Walter Stirling, . . . shall and may . . . for ever hereafter, peaceably and quietly, have, hold, . . . and enjoy . . . the said hereditaments and premises . . . without the lawful let, suit, . . . or disturbance of them, the said Earl of Moira and Charles James, . . . or either of them, **1806-3r (40-48)**

Summary - Land called Dunstalls

D.91

And further that, to the said Earl and his heirs and all and every other . . . person . . . lawfully claiming . . . any estate, . . . or interest of, in or to the said hereditaments and premises hereby before granted . . . by, from or under the said **Earl of Moira (#303)** and **Charles James (#301)**, or either of them, shall and will . . . upon the reasonable request and at the proper costs and charges in the Law of . . . **Sir Walter Stirling (#47)**, . . . make, do, . . . all and every such further and other lawful and reasonable act . . . the further better and more perfect granting, . . . of all and singular the hereditaments and premises aforesaid . . . unto . . . Sir Walter Stirling, . . . for ever as aforesaid as by . . . Sir Walter Stirling, . . . or his or their Counsel learned in the Law, shall be reasonably advised, devised or required.

1806-3r (48-54)

Summary - Land called Dunstalls

D.92

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

Moira (seal)
Charles James (seal)

The receipt of £10,350 paid to the *Earl of Moira (#303)* by *Sir Walter Stirling (#47)* is recorded.

Lease of 7th December 1809

This lease, for 44 years, is of Dunstalls except for about 35 acres which included Gold Hill Field and Magpie Farm. It could also include some other land in addition to Dunstalls. It includes an interesting section on what was grown on the land - see page D.103

Between

- ***Sir Walter Stirling (#47)*** of ***Shoreham***, Kent, Baronet, of the one part,
and
- ***Horace Watson (#234)*** of ***Finchley***, Middlesex, Esquire, of the other part.

Witnesseth that for and in consideration of the yearly rents, covenants and agreements hereinafter reserved and contained on the part and behalf of . . . Horace Watson, . . . to be paid, . . . Sir Walter Stirling Hath

Summary - Land called Dunstalls

D.94

demised³⁵, leased, . . . and by these presents doth demise, lease, . . . let unto . . . Horace Watson, **All** that messuage, farm house and tenement called **Dunstalls** with all houses, barns, . . . thereunto belonging. And also all the several closes of arable, . . . and coney grounds to the said messuage, . . . likewise belonging . . . :

- except the whole of **Gold Hill Field** on which a new built messuage has been lately erected and built
- and also except such parts of Gold Field and **Shoulder of Mutton Fields** as are below the **Military? Road** in the Occupation of **Richard Frederick Thompson**³⁶
- and also except seventeen acres which are demised with certain other Premises called the **Magpie Farm**,

³⁵ “demised” can mean “transferred”

³⁶ ten months later, in the lease of October 1810, this was **William Frederick Thompson**

Summary - Land called Dunstalls

D.95

the remainder of which said premises contain, by an estimation lately made, 275 acres³⁷, be the remainder of which said premises contain, by an estimation lately made, then of two hundred and seventy five acres, . . . in the parishes of **Shoreham**, **Eynsford** and **Otford** or in some or one of them, in the county of Kent, formerly in the occupation of **Thomas Broomfield (#148)**, **William Round (#74)** and **Michael Wood (#115)**, since of **John Russell (#196)**, afterwards of **John Smith (#194)**, then of **Robert Blandford (#195)**, since of **Robert Jones (#235)** and of **Richard Frederick Thompson (#305)** and now or late in the Tenure or occupation of the said Robert Jones.

1809 (p1:3-13)

37

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

Summary - Land called Dunstalls

D.96

And also all those little cottages or tenements³⁸ situate near the said messuage and farm house with the yards and gardens thereto respectively belonging, late in the tenure or occupation of **John Russell (#196)** and late of the said **John Smith (#194)** or by whatsoever name . . . descriptions . . . the said messuages or tenements, farm lands, cottages, hereditaments and premises . . . now are, or at any time heretofore usually have . . . been called, . . . together with all houses, outhouses, edifices, buildings, barns, stables, ways, paths, passages except along the Lane near the new built House in **Gold Hill Field** beginning from the **Turnpike Road** leading from **Eynsford** to **Otford** and proceeding between Gold Hill and Shoulder of Mutton Fields, waters, water courses, lights, easements, commons, profits,

38

this could be land in addition to Dunstalls

Summary - Land called Dunstalls

D.97

commodities, advantages, hereditaments, rights, members, privileges and appurtenances whatsoever to the said Premises hereby demised, or intended so to be or any part thereof belonging, or in any wise appertaining, 1809 (p1:13-19)

Subject nevertheless to free liberty to the said ***Sir Walter Stirling (#47)***, . . . fowling, hunting, hawking, coursing and otherwise sporting in, over and upon the said demised premises, . . . and of ingress, egress and regress to and for . . . Sir Walter Stirling, . . . and his and their gamekeeper, guest, stewards and others, . . . over and upon the said demised premises, . . . doing no damage to the said ***Horace Watson (#234)***, . . .

1809 (p1:19-21)

And also except . . . all manner of timber and timbers, like trees which now are standing, growing and being in and upon the said demised premises.

1809 (p1:22)

Summary - Land called Dunstalls

D.98

To have and to hold the said messuages . . . and all and singular other the premises hereby demised, except as before excepted, unto the said Horace Watson, . . . from 29th September last past³⁹ for . . . the term of 44 years. . . but subject nevertheless to the rents, . . . and agreements hereinafter mentioned and contained.

1809 (p1:22-26)

Yielding and Paying . . . yearly, and every year during the first nine years of the said term, or the continuance thereof, unto . . . **Sir Walter Stirling (#47)**, . . . the rent . . . of £280 . . . payable quarterly (that is to say) on 25th December, 25th March, 24th June and 29th September in every year, by . . . equal portions and clear of all taxes, deductions and out goings whatsoever, the Land tax and quit rent only excepted, the first quarterly payment thereof to . . . be made, on the 25th December next ensuing the date hereof.

1809 (p1:26-29)

Summary - Land called Dunstalls

D.99

And also yielding and paying after the expiration of the first nine years of the said Term of 44 years and during the next 14 years of the said term, the further yearly sum of £46 13s 4d, making the sum £326 13s 4d on the days and times aforesaid. *And* also yielding and paying during the continuance of the remaining twenty one years of the said term of forty four years a further increased yearly rent of £46 13s 4d increasing the yearly sum of £373 6s 8d on the days and times before reserved as aforesaid.

1809 (p1:29-32)

these amounts are not consistent: as given, the rent for the last 21 years is the same as that for years 10 to 23 but a "yearly sum" of £373 6s 8d is given. A yearly rent of £46 13s 4d is a total of £652 6s 8d for fourteen years, twice the amount given. Since the annual rent for the first nine years was £280, perhaps those for the next 14 and the final 21 were to be £326 13s 4d and £376 6s 8d respectively. Even so, the quarterly payments would have been £81 13s 4d and £93 6s 8d for the two periods. If the yearly amounts given were correct, why should the rent

Summary - Land called Dunstalls

D.100

decease so dramatically? If the yearly amounts were £280, £326 and £376 for the three periods, the increase from year 1 to year 15 was 30%, a rise in the value of property which would seem small in today's world. At the end of the document, Horace Watson, his heirs, etc. are offered the opportunity to extend the lease for another 21 years for an annual rent of £373 6s 8d and an initial fee of £500..

And the said **Horace Watson (#234)**, for himself, his . . doth covenant, promise and agree, . . with . . **Sir Walter Stirling (#47)**, . . that he, . . Horace Watson, . . shall . . pay . . unto . . Sir Walter Stirling . . the said several yearly rents . . as and when the same shall respectively become due . . and also shall . . at his . . own proper costs and charges, bear, pay and discharge all . . rates, taxes, charges, assessments and impositions whatsoever, as well ordinary as extraordinary, which by authority . . be laid, rated, taxed, charged or imposed upon, in, for or in respect of the said demised premises, . . or on the occupier of the same in

Summary - Land called Dunstalls

D.101

respect thereof (save with respect to the Land tax which it is hereby agreed shall . . . be paid . . . by Sir Walter Stirling 1809 (p1:32-38)

And also that . . . Horace Watson, . . . shall and will at all times during the continuance of this demise, use, order and manage the said demised premises in a good and husbandlike manner and at his . . . own costs and charges, well and sufficiently, support, repair, ??, maintain, uphold, cleanse, amend and keep the said messuages . . . and all and singular the premises hereby demised. And also all new erections and buildings which may hereafter be erected and built during this demise and also all walls, penfolds, hedges, ditches, gates, stiles, tunnels, drains, watercourses, mounds, banks, bridges and fences thereto belonging in, by and with all and all manner of needful and necessary reparations and amendments whatsoever, when, where and as often as occasion shall be or require, damage by fire or tempest only excepted upon being allowed, rough timber for that purpose within two miles of the said premises. 1809 (p1:38-42)

Summary - Land called Dunstalls

D.102

And also that . . . **Horace Watson (#234)**, . . . shall not cut or fell any timber or timberlike trees now standing and growing, or hereafter to be standing and growing, on the said premises and that he . . . at the end of the expiration, or other sooner determination of this demise, leave and yield unto . . . **Sir Walter Stirling (#47)**, his heirs or assigns, all the said demised premises, with the appurtenances, in such good and tenantable repair, order and condition as aforesaid 1809 (p1:42-44)

So as he, or they, may enter into and upon the same without any suit, hindrance, molestation or disturbance whatsoever and also all the muck, dung and compost, which shall be made on the said demised premises in the last years of the said term, shall and will leave and yield up in the yards of the said demised premises in an husbandlike manner, cast into heaps in due time to and for the use and benefit of . . . **Sir Walter Stirling (#47)**, . . . or any succeeding or incoming tenant and without any allowance for the same 1809 (p2:2-4)

Summary - Land called Dunstalls

D.103

and that . . . **Horace Watson (#234)**, . . . shall and will, at the end, expiration or other sooner determination of this demise, leave and yield up to . . . Sir Walter Stirling, . . . or to such incoming tenant as he . . . shall nominate or appoint the . . . premises under such cultivation and in such reparations and in such manner as is hereinafter mentioned and described, that is to say:

- 34 acres, . . . part thereof which shall have been laid down in husbandlike manner, two years after a summer fallow, with cinque foil,
- 44 acres, . . . other part thereof, with rye grass and trefoil of the preceding spring sowing,
- 14 acres, . . . with clover of the preceding spring sowing,
- 30 acres, . . . of the summer fallow,
- 45 acres, . . . of wheat, stubble and

Summary - Land called Dunstalls

D.104

- the residue of the said demised premises of barley, oat or bean stubble, or seeds, the said fallow and also so much of the said land as shall be so left in seeds to be paid for by . . Sir Walter Stirling, . . or his or their incoming tenant at a fair valuation.

1809 (p2:4-11)

And further that . . ***Sir Walter Stirling (#47)***, . . or any incoming tenant whom he, or they, shall nominate or appoint, shall . . be at liberty on the last year of the said term, to enter upon such part or parts of the said demised premises as shall

- be sown with barley and oats and, at the time of sowing the same for . . Sir Walter Stirling, . . to sow the same with clover, or other grass seeds to be harrowed in by the said Horace Watson, his . . with his barley or oats,
- have produced clover, beans, pease or other pulse, from and after the 10th October, in order to prepare and sow the same with wheat or any other seeds

Summary - Land called Dunstalls

D.105

- have produced turnips, coal seeds or cabbages, as soon as the same shall have been eaten off, in order to prepare and sow the same with spring corn or otherwise
- have produced a crop of white grain, at any time after 1st January then last past, in order to plough and prepare the same for a fallow or otherwise.

1809 (p2:11-21)

And . . . Horace Watson doth hereby further covenant and agree . . . with . . . Sir Walter Stirling, . . . that he . . . shall and will put and order the woodland hereby demised . . . not under ten years growth at the least and shall give ten days notice before such cutting to . . . Sir Walter Stirling, . . . and shall also permit . . . Sir Walter Stirling, . . . to enter on the said premises to mark the Standiles, Tellers and Waivers and shall, when so marked, preserve the same from damage.

1809 (p2: 21-25)

Summary - Land called Dunstalls

D.106

And it is hereby further agreed . . . between . . . **Sir Walter Stirling (#47)** and **Horace Watson (#234)** that he, . . . Horace Watson, . . . shall be paid by . . . Sir Walter Stirling, . . . or his . . . incoming tenant, the value of such underwood at the time of the expiration of this demise (The Tellers/Waivers and Standells excepted). 1809 (p2: 25-27)

Provided always and these presents are upon this express condition nevertheless that, if the said yearly rents . . . or any part thereof, shall be behind and unpaid by the space of 21 days next after any of the days . . . appointed for the payment . . . being lawfully demanded contrary to the true intent and meaning of the reservation . . . it shall . . . be lawful for . . . **Sir Walter Stirling (#47)**, . . . into or upon the said demised premises, . . . in the name of the whole wholly to reenter and . . . thenceforth to have again, repossess and enjoy . . . and **Horace Watson (#234)**, . . . from thence utterly to expel, put out . . . this Indenture or any thing herein contained to the contrary in any wise notwithstanding . 1809 (p2: 27-33)

Summary - Land called Dunstalls

D.107

And further also that he, . . . Horace Watson, . . . shall . . . have the use of the barn and stack yards belonging to the said premises until the midsummer succeeding the last year of the said term in order for him, or them, to thresh out and carry away his, or their, neat or dressed grain which shall be then remaining upon the said demised premises.

1809 (p2: 33-35)

And . . . Sir Walter Stirling doth hereby for himself, . . . covenant, promise and agree to and with . . . Horace Watson, . . . in manner following, that is to say, that he, . . . Sir Walter Stirling, . . . shall and will during the continuance of the said term hereby granted, allow the said Horace Watson, . . . rough timber for the necessary repairs of all erections and buildings, gates, posts, pales, rails and stiles which now are or during this demise shall be erected or built, such timber to be provided and got within two miles of the said demised premises.

1809 (p2: 35- 39)

Summary - Land called Dunstalls

D.108

And also that it should . . . be lawful . . . for . . . Horace Watson, . . . upon paying the said rents and performing and keeping and fulfilling all the covenants and provisos, stipulations or agreements herein reserved and contained . . . , shall and may, peaceably and quietly, have, hold and enjoy the said messuages, farm, lands, tenements, hereditaments and premises hereby demised . . . with the appurtenances for . . . the said term of 44 years, and every part thereof, without any let, suit or interruption whatsoever of, from or by . . . **Sir Walter Stirling (#47)**, . . . or any person or persons whomsoever lawfully claiming or to claim under or in trust for him, them or any of them. 1809 (p2: 39-44)

And lastly it is hereby declared and agreed that, in case the said **Horace Watson (#234)**. . . shall be minded and desirous to have and continue the possession of the said Premises at the end of the . . . 44 years for 21 years longer than the term hereby granted, at the rent of £373 6s 8d a year and thereof shall give notice in writing to or have the sum at the then dwelling house of . . . Sir Walter Stirling, his heirs or assigns, 12 calendar months

Summary - Land called Dunstalls

D.109

before the expiration of the said 44 years hereby granted that then, and in such case, and upon payment to . . . Sir Walter Stirling, . . . of the sum of £500, . . . **Sir Walter Stirling (#47)**, his heirs or assigns, shall and will grant a new lease of the said premises to the said **Horace Watson (#234)**, . . . Assigns, for 21 years longer to commence at the expiration of these Presents.

1809 (p2: 44-49)

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

Walter (seal) Stirling

Horace (seal) Watson.

Indentures of 1810

The lease for a year dated 22nd October seems to be a legal means for setting up the mortgage in the second document. which is headed “mortgage” but the word does not appear in the text of the indenture. Although, according to the lease of 1810, Horace Watson had the lease of Dunstalls, Sir Walter Stirling presumably was still the owner.

The mortgage indenture is very involved and what it actually achieved far from clear. It is thus difficult to summarise. Towards the end, Dunstalls seems to be valued at £15,000.

Summary - Land called Dunstalls

D.111

Lease 22nd October 1810

Between:

- *Sir Walter Stirling (#47)* of the one part,

and

- *Sir Thomas Theophilus Metcalfe (#243)* of *Portland*. Middlesex, Baronet, *George Abercrombie Robinson* of *Rockampton*, Surrey, Esquire, *Sir Richard Carr Glyn (#245)* of *Arlington Street*, of Middlesex, Baronet, and *Joseph Dorin (#246)* of *Bockley Street, Portman Square*, Middlesex, Esquire, four of the Trustees of the *Globe Insurance Company* of the other part.

Witnesseth that for . . . five shillings, to . . . Sir Walter Stirling in hand paid by the said Thomas Theophilus Metcalfe, George Abercrombie Robinson, Sir Richard Carr Glyn and Joseph Dorin . . . Sir Walter Stirling hath bargained and sold . . . Doth bargain and sell unto the said Sir Thomas Theophilus Metcalfe, George Abercrombie Robinson, Sir Richard Carr Glyn and Joseph Dorin, All that messuage, farm house and tenement, now . . .

Summary - Land called Dunstalls

D.112

known by the name of *Dunstalls*, otherwise *Shoreham Hill* and all outhouses, edifices, buildings, barns, stables, yards, gardens and orchards thereunto belonging . . . And all those several closes, pieces or parcels of arable meadows and pasture land, wood, woodgrounds and coney grounds to the said messuage, farm house and tenement belonging . . . containing, in the whole by estimation or survey . . . 316 acres or thereabouts, . . . heretofore in the tenure or occupation of *Thomas Broomfield (#148)*, *William Round (#74)* and *Michael Wood (#115)*, or some or one of them, afterwards of *John Russell (#196)* and *John Smith (#194)* or their respective tenants or undertenants. Afterwards of *Robert Blandford (#194)*, . . . which premises, except about seventeen acres, are now in the tenure or occupation of *Robert Jones (#235)* and of *William Frederick Thompson (#236)*⁴⁰, . . . under a lease bearing date 12th July 1805 whereby the same

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ten months earlier, in the lease of December 1809, this was Richard Frederick Thompson

Summary - Land called Dunstalls

D.113

premises were demised to them . . . for 49 years at the yearly rents therein mentioned and which said seventeen Acres of land are now in the tenure or occupation of . . . Robert Jones, . . . under a lease bearing the date 30th October 1804 whereby the same, with other hereditaments, were demised to the said Robert Jones for the term of 30 years at the rent of £45.

1810-4 (6-18)

And all which several Closes or pieces or parcels of Land . . . now are, or heretofore have been, called and known by the several and respective names of and the same, together with the said orchards and

list of all the fields etc. as in document 1804-1 (but excluding Great Twenty Acre Field and two or three others) followed by details of the cottages as in document 1804-1 - see [page D.14](#)

1810-4 (18-51)

Summary - Land called Dunstalls

D.114

To have and to hold the said messuage or tenement, farm house, hereditaments and all and singular other the premises hereby bargained and sold . . . unto . . . **Sir Thomas Theophilus Metcalfe (#243), George Abercrombie Robinson (#244), Sir Richard Carr Glyn (#245) and Joseph Dorin (#246)**, . . . from the day next before the day of the date of these presents for and during and unto the full . . . term of one whole year.

Yielding and Paying therefore unto . . . **Sir Walter Stirling (#47)**, . . . the rent of one pepper corn at the end of the same term if the same shall be lawfully demanded.

1810-4 (51-53)

To the intent and purpose that, by virtue of these presents and the statute for transferring uses into possession, the said Sir Thomas, etc. . . may be in the actual possession of the said premises hereby bargained and sold and so thereby enabled to accept and take a Grant and Release of the reversion

Summary - Land called Dunstalls

D.115

and inheritance of the same premises to them, the said Sir Thomas, etc. To, for and upon such uses, trusts, intents and purposes as shall be thereof mentioned . . . in and by one indenture already prepared and intended to bear date the day next after the day of the date of these presents and to be made between the said persons as are parties to these presents. **In Witness** whereof the said Parties to these Presents have hereunto set their hands and seals the day and year first above written.

1810-4 (53-56)

Walter (seal) Stirling

Summary - Land called Dunstalls

D.116

Mortgage 23rd October 1810

This document is labelled on the outside:

Sir Walter Stirling, Bart.	}	Mortgage to Secure an
to	}	Amount opened by the Globe
Sir Thomas Theophilus	}	Insurance Company with Messrs.
Metcalfe, Bart. and others	}	Hodsell Stirling and Co.

Summary - Land called Dunstalls

D.117

Between:

- **Sir Walter Stirling (#47)** of **Shoreham** . . . Baronet, of the one part,
and
- **Sir Thomas Theophilus Metcalfe (#243)** of **Portland**, Middlesex, Baronet,
George Abercrombie Robinson (#244) of **Rockampton**, Surrey, xx xx⁴¹
Esquire, **Sir Richard Carr Glyn (#245)** of **Arlington Street**, Middlesex,
Baronet, and **Joseph Dorin (#246)** of **Bockley Street, Portman Square**,
Middlesex, Esquire, (four of the Trustees of the **Globe Insurance Company**)
of the other part.

Whereas the said Sir Walter Stirling is seized of, or entitled to, the messuage or tenement and other hereditaments hereinafter particularly mentioned and intended to be hereby granted and released, with their

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“Rockhampton in the county of Surrey” added later with
“squiggles” added to fill the extra space

Summary - Land called Dunstalls

D.118

appurtenances, for an estate of inheritance in fee simple in possession.

And whereas . . . Sir Walter Stirling, having been appointed one of the Treasurers of the said Globe Insurance Company, an Account⁴² had been opened by the said Company with the ***Banking House of "Hodsoll Stirling & Co."***⁴³. ***And whereas*** in order to secure the Repayment and Redelivery of all such sums of money and securities as now are, or at any times hereafter, may be placed in the said Banking House of the said Company, or any of them, . . . Sir Walter Stirling hath agreed to make and execute, to . . . Sir Thomas, etc. a mortgage of the said messuage or tenement and other hereditaments in the manner hereinafter expressed.

1810-5 (p1:8-14)

⁴² the paper is damaged and only "Ac" can be read

⁴³ " " in document

Summary - Land called Dunstalls

D.119

Now this Indenture Witnesseth that in pursuance and performance of the said Agreement in this behalf and in Consideration of the Promises and for and in Consideration of the sum of ten shillings, . . . to Sir Walter Stirling paid by the said Sir Thomas, etc. at or immediately before the sealing and delivery of these presents (the script whereof is hereby acknowledged) S??⁴⁴, . . . Sir Walter Stirling ***hath*** granted, bargained, sold, released and confirmed . . . unto Sir Thomas, etc. (in their actual possession now being, by virtue of Bargain and Sale to them thereof made by the said Sir Walter Stirling in consideration of five shillings by an indenture bearing date the day next before the day of the date of these presents for the term of one whole year⁴⁵

⁴⁴ this three letter word occurs, in the same context, in line 8 of the lease document of 1809

⁴⁵ the lease summarised above

Summary - Land called Dunstalls

D.120

commencing from the day next before the day of the date of the said Indenture of Bargain and Sale⁴⁶ and by force of the Statute made for transferring uses into possession) and to their heirs. 1810-5 (p1: 14-23)

All that messuage, farm house and tTenement, . . . commonly called . . . by the general name of ***Dunstalls***, otherwise ***Shoreham Hill*** . . . containing, . . . 316 acres . . . or thereabouts be the same more or less. . . ,

lines p1:39 to p2:37 are almost an exact copy of lines
13 to 50 of the Lease of 1810 written the day before
(22nd October) - document 1810-1 1810-5 (p1:23 - p2:37)

⁴⁶

no Bargain and Sale for this date is among the documents investigated

Summary - Land called Dunstalls

D.121

And all the Estate, right, title, . . . claim and demand whatsoever, both at law and in equity, of him, . . . ***Sir Walter Stirling (#47)*** of, in and to the same promised and every part and parcel thereof. ***To have and to hold*** the said messuage or tenement, . . . and all and singular other the premises hereby granted and released . . . with their appurtenances, unto the said ***Sir Thomas, etc.*** . . . to the use of them, . . . Sir Thomas, etc. . . for ever. Subject, nevertheless to the proviso hereinafter contained for redemption of the same promised 1810-5 (p2:38-41)

Provided always that it is hereby agreed and declared and by . . . ***Sir Walter Stirling*** and . . . ***Sir Thomas, etc.*** and the true intent and meaning of them and of these presents, nevertheless is that:

Summary - Land called Dunstalls

D.122

if

- **Sir Walter Stirling (#47)** . . so and shall, from time to time, on the Demand of the Globe Insurance Company, (or the Officers of Officer of the said Company in that behalf authorized, for the time being) well and truly pay . . unto the said Company
- all . . sums of money, securities or other property or effects which now are, or at any or times hereafter, shall or may be deposited or lodged in the said **Banking House of Hodsoll Stirling and Co.** by or on the part of or belonging to the said **Globe Insurance Company**
- or which shall . . at any time or times hereafter, in any other manner or on any other Account whatsoever become due or owing to the said Company from the said Banking House of Hodsoll Stirling and Co.

Summary - Land called Dunstalls

D.123

- or which they shall . . . in any wise, be liable to pay or deliver or account for as Bankers or Banker of the said Company or in consequence of any payments, dealings or transactions in or about the premises.

then

- they, ***Sir Thomas, etc.*** upon the request and at the costs and charges of . . . Sir Walter Stirling, . . . reconvey the said message or tenement, hereditaments and premises, hereinbefore granted and released . . . with their appurtenances, unto . . . Sir Walter Stirling . . . or as he or they shall, in that behalf, order or direct, free from all encumbrances whatsoever, made, done or committed by Sir Thomas, etc. . . . or any of them, so as, for the doing thereof respectively, . . . Sir Thomas, etc. or any of them, be not compelled or obliged to go or travel from the place or places of his, their or any of their usual abode or dwelling.

1810-5 (p3:1-19)

Summary - Land called Dunstalls

D.124

And . . . Sir Walter Stirling (#47) doth, for himself, his Heirs, . . . covenant and promise to and with Sir Thomas. etc. that he, . . . Sir Walter Stirling, . . . shall and will, from time to time on the demand of the said Globe Insurance Company, . . . well and truly pay . . . unto the said Company . . . all and every the sums and sum of money, securities, or other property or effects which now are, or at any time or time hereafter, shall . . . be deposited or lodged in the said Banking House of Hodsoll Stirling and Co. by or on the part of or belonging to the said Company or which shall or may, at any time or times hereafter, in any other manner or on any other account whatsoever become due or owing to the said Company from or by the said Banking House of Hodsoll Stirling and Co. or which they ought or shall or may, in any wise, be liable to pay or deliver or account for as Bankers or Banker of the said Company or in consequence of any Payments, Dealings or Transactions in or about the premises.

1810-5 (p3:19-31)

Summary - Land called Dunstalls

D.125

And . . . Sir Walter Stirling (#47), for himself, his Heirs, . . . doth covenant, promise and agree with . . . ***Sir Thomas, etc.*** by these presents in manner following, . . . that for and notwithstanding any act, deed, matter or thing, whatsoever made, done, . . . or knowingly or willingly suffered to the contrary, he, . . . Sir Walter Stirling, at the time of the sealing and delivery of these presents, is lawfully, rightfully and absolutely seized of and in, or well and sufficiently entitled to, the said messuage or tenement and other hereditaments hereby granted and released . . . for a good, sure, perfect, absolute and indefeasible Estate of Inheritance in fee simple without any manner of condition, use, trust, property, power of revocation, equity of redemption, remainder or limitation of any use or uses or other restraint, cause, matter or thing, whatsoever to alter, change, defeat, incumber, revoke or make void the same except the leases hereinbefore referred to.

1810-5 (p3:31-42)

Summary - Land called Dunstalls

D.126

And that for and notwithstanding any act, deed, matter or thing whatsoever as aforesaid, he, . . . **Sir Walter Stirling (#47)**, now hath, in himself, good right, full power and lawful and absolute authority to grant, bargain, sell and convey the said messuage . . . hereby granted and released or mentioned, or intended so to be, with their appurtenances, unto and to the use of . . . **Sir Thomas, etc.** their heirs and assigns, in manner aforesaid and according to the intent and meaning of these presents.

1810-5 (p3:41 - p4:3)

And also that if default shall be made in payment of delivery of any sum or sums of money, securities or other property or effects intended to be secured by these presents, contrary to the aforesaid Proviso or Agreement for Payment or delivery of the same and the true intent and meaning of these presents, then, and in such case, it may and shall be lawful to and for . . . **Sir Thomas, etc.** their heirs or assigns, at any time or times thereafter, into and upon all and every the said messuage . . . or any of them, or any part or parts thereof, to enter and the same from thenceforth, peaceably

Summary - Land called Dunstalls

D.127

and quietly, to have, hold, occupy and enjoy and receive and take the rents, issues and profits thereof to and for his and their own use without any let, trouble, interruption or disturbance whatsoever of, from or by . . . **Sir Walter Stirling (#47)**, . . . or any other person or persons whomsoever, any estate, right, title or interest having or lawfully or equitably claiming or to have or lawfully or equitably claim in or to the said messuage, . . . or any part or parts thereof. **1810-5 (p4:3-12)**

And that free and clear. . . and absolutely acquitted, exonerated and discharged or otherwise by the said Sir Walter Stirling, his heirs, executors or administrators, saved, protected, kept harmless and indemnified of, from and against, all and all manner of former and other gifts, grants, bargains, sales, jointures, dowers, mortgages, uses, wills, entails, annuities, rents, charges, rents, S?? and arrears of rents, fines, issues, americiaments, statutes, recognizances, indaments, executions, extents, seizures, sequestrations and all other estates, titles, troubles, charges and incumbrances whatsoever (except the aforesaid leased). **1810-5 (p4:12-17)**

Summary - Land called Dunstalls

D.128

And moreover if default shall happen to be made of or in payment or delivery of any sum or sums of money, securities, property or effects intended to be secured by these presents, contrary to the aforesaid proviso and covenant and the true intent and meaning of these presents, then and in such case, he, . . . **Sir Walter Stirling (#47)** and his heirs and all and every other persons and person whomsoever having or lawfully or equitably claiming . . . any estate, right, title or interest of, in or to the said messuage . . . or any part or parts thereof, shall and will, from time to time and at all time thereafter, upon the request of **Sir Thomas, etc.** . . . but at the costs and charges of the said ⁴⁷ Hodsoll, Sir Walter Stirling and or some or one of them, . . . make, do and execute, or cause and procure to be made, done, acknowledged, levied, suffered and executed all and every such further and lawful and reasonable acts, deeds, . . . in the law whatsoever for the further better, more perfectly and absolutely granting,

Summary - Land called Dunstalls

D.129

conveying and assuring all the said messuage . . hereby granted and released . . unto . . Sir Thomas, etc. as by . . Sir Thomas, etc. . . or their, any of their Counsel in the law, shall be reasonably devised or advised and required. 1810-5 (p4:17-31)

Provided also and it is hereby agreed and declared between and by . . ***Sir Thomas, etc.*** and . . ***Sir Walter Stirling (#47)*** and the true intent and meaning of them and of these presents nevertheless further is that it shall . . be lawful to and for . . Sir Walter Stirling, . . peaceably and quietly to have, hold, occupy, possess and enjoy all the said messuage . . hereby granted and released . . and receive and take the rents, issues and profits thereof to his and their own use until default shall be made in payment or delivery of some sum of money, security or securities, property or effects intended to be hereby secured contrary to the aforesaid Proviso or Covenant for Payment and delivery of the same and the true intent and meaning of these presents

Summary - Land called Dunstalls

D.130

without any let, suit, trouble, interruption or disturbance whatsoever of, from or by . . . Sir Thomas, etc. . . or any other person or persons whomsoever lawfully claiming or to claim by, from or under them or any of them.

1810-5 (p4:31-42)

Provided always And it is hereby agreed and declared that this present Indenture shall not be a security at any one time for more than the sum of £15,000 and that no greater sum than (that) shall be recoverable by virtue thereof. **In Witness** whereof the said parties to these presents have hereunto set their hands and seals the Day and Year first above written.

1810-5 (p4:42-45)

Walter (seal) Stirling (seal) (seal) (seal) (seal)⁴⁸

⁴⁸

four seals but with no signatures, presumably those of Sir Thomas Theophilus Metcalfe, George Abercrombie Robinson, Sir Richard Carr Glyn and Joseph Dorin

Indentures of 1814

12th October 1814

This indenture was between:

- *George Abercrombie Robinson (#244), Sir Richard Carr Glyn (#245) and Joseph Dorin (#246)*, three of the Trustees . . . who have survived . . . *Sir Thomas Theophilus Metcalfe (#243)* of the one part

and

- . . . *Sir Walter Stirling (#47)* of the other part.

1814-1 (5-9)

Witnesseth that for and in consideration of five shillings . . . to . . . George Abercrombie Robinson, Sir Richard Carr Glyn and Joseph Dorin, . . . paid by . . . Sir Walter Stirling at or before the ensealing and delivery of these presents, the recital whereof is hereby acknowledged by . . . George

Summary - Land called Dunstalls

D.132

Abercrombie Robinson, Sir Richard Carr Glyn and Joseph Dorin have . . . bargained and sold and by these presents do . . . bargain and sell unto . . . Sir Walter Stirling all that and those the within mentioned messuage, farm house and tenement, cottages, closes, pieces or parcels of land, hereditaments and all . . . other the premises which in . . . the within written Indenture were bargained and sold unto . . . Sir Thomas Theophilus Metcalfe, George Abercrombie Robinson, Sir Richard Carr Glyn and Joseph Dorin, . . . as therein is mentioned with their and every of their rights, members and appurtenances. And the reversion . . . yearly and other rents, issues and profits thereof and of every part and parcel thereof.

1814-1 (10-25)

To have and to hold the said messuage, farm house and tenement, cottages, closes, pieces or parcels of land, hereditaments and all . . . other the premises hereby bargained and sold . . . with their, and every of their, rights, members and appurtenances, unto . . . *Sir Walter Stirling (#47)*, . . .

Summary - Land called Dunstalls

D.133

from the day next before the day of the sale of these presents for and during and unto the full end and term of one whole year from thence next ensuing and fully to be complete and ended. 1814-1 (26-33)

Yielding and Paying therefore unto . . . ***George Abercrombie Robinson (#244), Sir Richard Carr Glyn (#245) and Joseph Dorin (#246)***, . . . the rent of one pepper corn at the end of the said Term (if the same shall be lawfully demanded). 1814-1 (33-36)

To the intent and purpose that, by virtue of these presents and of the statute for transferring uses into possession, . . . Sir Walter Stirling may be in the actual possession of the said premises hereby bargained and sold and be thereby enabled to accept and take a Grant and Release of the Reversion and Heritance of the same Premises, to him, . . . Sir Walter Stirling, . . . In such manner and form as shall be thereof mentioned, expressed and declared in and by an Indenture already prepared and

Summary - Land called Dunstalls

D.134

intended to bear the day next after the day of the date of these Presents⁴⁹
and to be made between the same Persons as are parties to these Presents.

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

Signed, Sealed and	}	G.A. Robinson	(seal)
Delivered by the above named	}		
George Abercrombie Robinson	}	R.C.Glyn	(seal)
Sir Richard Carr Glyn and	}		
Joseph Dorin in the presence of	}	Jo. Dorin	(seal)

J.Rooker
5 Newbank Buildings

Summary - Land called Dunstalls

D.135

13th October 1814

This indenture, written on the back of the mortgage of 1810, was between:

- *Sir Walter Stirling (#47)* of the one part,
and
- *George Abercrombie Robinson (#244), Sir Richard Carr Glyn (#245) and Joseph Dorin (#246)*, three of the Trustees within mentioned who have survived the within named *Sir Thomas Theophilus Metcalfe (#243)* of the other part.

Whereas . . . Sir Thomas Theophilus Metcalfe departed this life on or about the 17th November last **And whereas** . . . Sir Walter Stirling, being desirous of substituting some other security to the **Globe Insurance Company** in ?? of the within written Indenture of Mortgage, hath this

Summary - Land called Dunstalls

D.136

day executed and given to the said Globe Insurance Company such other Security accordingly and hath requested . . . George Abercrombie Robinson, etc. as such surviving Trustees as aforesaid, to release the premises within mentioned and to reconvey the same to him, the said Sir Walter Stirling. 1814-2 (3-8)

Now therefore this Indenture witnesseth that, in consideration of the Promises⁵⁰ and of the sum of ten shillings . . . to each of them, . . . ***George Abercrombie Robinson, etc.*** paid by . . . ***Sir Walter Stirling (#47)*** at or immediately before the sealing and delivery of these presents, the recital whereof is hereby respectively acknowledged, they, . . . George Abercrombie Robinson, etc. as such surviving Trustees as aforesaid, have . . . granted, bargained, sold, released and confirmed, and, by these

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“premises”?; it looks the same as the word on the above line but “promises” makes more senses

Summary - Land called Dunstalls

D.137

presents do . . . grant, . . . unto . . . Sir Walter Stirling, (in his actual possession now being by virtue of a Bargain and Sale to him thereof made by the said George Abercrombie Robinson, etc. in consideration of five shillings by Indenture bearing date the day next before the day of the date of these presents, for one whole year commencing from the day next before the date of the said Indenture of Bargain and Sale by force of the Statute made for transferring Uses into Possession) and to his heirs, **All** that and those the within mentioned messuage, farm house and tenement, cottages, closes, pieces or parcels of land, hereditaments and all and singular other the premises which, in and by the within written Indenture⁵¹, were granted, . . . unto the use of the said Sir Thomas, etc. their heirs and assigns, as there is mentioned, with their and every of their rights, members. and the reversion and reversions. . . and of every part and parcel thereof. And all the Estate Right, Title, . . . whatsoever, both of

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is this a reference to the mortgage indenture on the back of which this is written?

Summary - Land called Dunstalls

D.138

Law and in Equity of them, the said George Abercrombie Robinson, etc. as such Trustees as aforesaid, . . . in to or out, of the said messuage, . . . and premises hereby granted and released or expressed or intended so to be, every or any parcel thereof. ***To have and to hold*** the said messuage, . . . hereditaments and all and singular other the Premises hereby granted and released, or mentioned and intended so to be . . . unto the said Sir Walter Stirling, . . . to the only proper use and behoof of . . . ***Sir Walter Stirling (#47)***, his heirs and assigns, forever. 1814-2 (8-22)

And each of them, . . . ***George Abercrombie Robinson, etc.*** so far as relates to and concerns his own Acts and Deeds only and not further or otherwise ?? for himself, his heirs, . . . covenant and declare with and to . . . Sir Walter Stirling, his executors, . . . by these presents, that they, . . . George Abercrombie Robinson, etc. have not, . . . at any time heretofore made, done, committed or executed or knowingly or willingly permitted or suffered or been parties or privies . . . to any act, deed, matter or thing whatsoever whereby . . . the said freehold, hereditaments and premises hereby granted, released and confirmed .

Summary - Land called Dunstalls

D.139

. with their and appurtenances, . . . may be impeached, charged, incumbered or affected in title, charge, estate or otherwise, howsoever.

1814-2 (22-28)

In Witness whereof the said Parties to these presents have hereunto set their Hands and Seals the day and year first above written.

Signed, Sealed and	}	G.A. Robinson	(seal)
Delivered by the above named	}		
George Abercrombie Robinson	}	R.C.Glyn	(seal)
Sir Richard Carr Glyn and	}		
Joseph Dorin in the presence of	}	Jo. Dorin	(seal)

J.Rooker
5 Newbank Buildings