

## *Summary - Rumney Street*

R.1

The subject of the documents summarised here is two brick built messuages called *Hannes Nick* or *Hannick* with a number of fields, etc., totally 33 acres, situated, at least mainly, in *Rumney Street, Shoreham*.

An **Abstract** written sometime before July 1842:

: of the Title of Mr. J. B. Miskin to Freehold Property at Shoreham and Kingsdown, Kent. (document 1842-1)

gives some of the details of this property and includes the earliest mention of these lands. It summarises most of the documents which have been transcribed and also mentions some for which the original documents are not included amongst those transcribed. The Title document was written in 1834 but the Abstract includes documents dated up to 1842. Its earliest reference is to the will of John Small written in 1794.

The ownership of the property is complicated because one of the purchasers borrows money to buy it and also various people are appointed as trustees.

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## *The Buildings and Land in Rumney Street*

The land and property which is the subject of these documents is first described in the lease of 1800 (document 1800-1) with documents of 1808, 1810, 1834 and 1842 giving details of later occupants.

## *The Brick Built Messuages*

All those two several messuages, tenements or dwellings commonly called or known by the name of *Hannes Nick* otherwise *Hannick* with the yards, gardens, orchards and four acres, more or less, of arable land thereunto belonging and now, or heretofore, used, . . with all . . the appurtenances to the said messuages, tenements or dwellings belonging . . All which . . messuages, tenements or dwellings , land, hereditaments and premises are together situated . . at a place called *Rumney Street* in . . *Shoreham* . . and were heretofore in

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the several tenures, holdings or occupations of **William Small (#248)** and **Thomas Small (#249)** and **Michael Saker (#261)** or some or one of them, their sons . . . which said messuages or dwellings and garden ground belonging are now and for some time past have been in the several tenures or occupations of **Thomas Broomfield (#262)** and **William Smith (#263)** or one of them, their or one of their Undertenants or Assigns. . .

1800-1(9-15)

which said messuages, tenements or dwellings, and garden ground belonging, are now or late were in the several tenures or occupations of **Thomas Broomfield (#262)** and **William Smith (#263)**, or one of them, . . . and now of **William Small (#248)** and **Thomas Ashdown<sup>1</sup> (#276)**, and the said arable land late was in the tenure or occupation of . . . William Small but now of . . . **Thomas Romball (#166)**, his assigns or undertenants.

1808 (p1:49-p2:4)

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1

this phrase regarding William Small and Thomas Ashdowne inserted (not in the Lease of 1800)



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. . . and now of **William Small (#252)** and **Thomas Ashdown (#276)**

1810-6 (15) & 1810-7 (p2:32)

. . . of **Thomas Broomfield (#262)** and **William Smith (#263)**, or one of them, . . .  
after that of . . . William Smith and **Thomas Ashdowne (#256)**, since of **David  
Brann (#283)** or his Undertenants and now are in the tenure or occupation of  
**George John Dickens (#287)** or of <sup>2</sup> **Reeves** as his undertenant

1834-5 (15-17)

**All** those two several brick built messuages, tenements or dwellinghouses now  
or heretofore called or known by the name of **Hannes Nick** otherwise **Hannick**  
but one of which said messuages is now better called or known by the name of  
the **Fox and Hounds**, with the yards, gardens, orchards and four acres (more or  
less) of arable land thereunto belonging

1842-2 (p1:25-28)

## *Summary - Rumney Street*

R.10

afterwards of **George John Dickens (#287)** or of **Reeves** as his undertenant  
and are now in the tenure or occupation of **Richards**, or his undertenants,  
**1842-2 (p1:33-34)**

### *The Arable Land*

. and the said arable land is now, or late was, in the tenure or occupation of . .  
**William Small (#252)**. .

and the said arable land late was in the tenure or occupation of . . William  
Small but now of . . **Thomas Romball (#166)** **1810-6 (15-16) & 1810-7 (p2:33)**

## Summary - Rumney Street

R.11

formerly in the tenure or occupation of **William Small (#252)**, after that of **Thomas Romball (#166)**, . . . and now are in the tenure or occupation of . . . **George John Dickens (#287)** or of the said **Reeves** as his undertenant. **1834-5 (17-19)**

lands and premises contain, in the whole, by estimation, thirty three acres, more or less, and are situate, lying and being in the several parishes of **Shoreham** and **Mabscombe** in **Kingsdown** . . . and were formerly in the occupation of **George Richardson (#264)**, since that of **John Small (#250)**, deceased, afterwards of **William Small (#252)**, deceased, after that of . . . **Thomas Romball (#166)**, his undertenants or assigns, and are now in the tenure or occupation of <sup>3</sup>**Glover (#290)** or his undertenants or by whatsoever other names or name, quantities, qualities, boundaries or other descriptions the same several premises now are, or heretofore have been, called, known or distinguished . . .

**1842-2 (p1:44-48)**

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## Seven Pieces of Arable Pasture

**And also** all those seven pieces or parcels of arable pasture and woodground:

- land with the appurtenances	<b><i>Luwest</i></b>	8 acres
- land with the appurtenances	<b><i>Pittfield</i></b>	7 acres.
- woodground with the appurtenances	<b><i>the Coppice</i></b>	3 acres
- land with the appurtenances	<b><i>Dickfield</i></b>	4 acres
- land	<b><i>Rye Croft</i></b>	3 acres
- land	<b><i>Upper Brooms</i></b>	5 acres
- woodground with the appurtenances	<b><i>the Coppice</i></b>	3 acres.

1800-1 (16-23)

All which said last mentioned lands and premises do contain, in the whole, . . .  
33 acres, . . . and are situated . . . in the several parishes of **Shoreham and**  
**Mabscombe** in **Kingsdown** . . .

1842-2 (p1:44-45)

## *Summary - Rumney Street*

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“formerly in the occupation of **George Richardson (#264)**, afterwards of **Robert Richardson (#265)**, since that of . . . **John Small (#250)**, deceased, late of **William Small (#252)** and now of . . . **Thomas Romball (#166)** 1810-6 (25-26)

“formerly in the occupation of **George Richardson (#264)**, afterwards of **Robert Richardson (#265)**, since that of . . . **John Small (#250)**, deceased, afterwards of **William Small (#252)**, deceased. After that of . . . **Thomas Romball (#166)**, his Undertenants or assigns, late of <sup>4</sup> and now are untenanted or by whatsoever other names or name, quantities, qualities, boundaries or other descriptions the same several premises now are, or heretofore have been, called, known or distinguished. 1834-5 (28-31)

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4

space left; the beginning of this extract is similar to that in 1810-6

## *Summary - Rumney Street*

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and were formerly in the occupation of **George Richardson (#264)**, since that of **John Small (#250)**, deceased, afterwards of **William Small (#252)**, deceased, after that of . . . **Thomas Romball (#166)**, his undertenants or assigns, and are now in the tenure or occupation of <sup>5</sup> **Glover (#290)** or his undertenants or by whatsoever other names or name, quantities, qualities, boundaries or other descriptions the same several premises now are, or heretofore have been, called, known or distinguished . . . **1842-2 (p1:44-48)**

“Together with all and singular manner of houses, outhouses, barns, stables, edifices, buildings, lights, paths, parishes, shops, cellars, sinks, sewers, drains, timber and other trees, wells, waters, watercourses, fences, rents, easements, profits, commodities, advantages, emoluments, hereditaments, rights, members and appurtenances whatsoever to the said messuages or tenements, buildings, several pieces or parcels of land, hereditaments and premises belonging or in

## *Summary - Rumney Street*

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any wise appertaining or accepted, reputed, deemed, taken or known as part, parcel or member thereof or of any part or parcel thereof or so belonging thereunto. And the reversion and reversions, remainder and remainders yearly and other rents, issues and profits thereof and of every part and parcel thereof.”

### *Reversions, Rents, etc.*

The documents of 1808 and 1810 give lists of other items associated with the property.

The 1808 Assignment of a Mortgage:

And the reversion and reversions, remainder and remainders yearly and other rents, issues and profits thereof and of every part and parcel thereof.  
And all the estate right title, interest, use, trust, property, claim and

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demand whatsoever, both at law and in equity of them . . . **William Taylor (#258)** and **Thomas Romball (#166)** of in and to the same or any part or parcel thereof. And all deeds, evidences and writings whatsoever which solely relate to or concern the said premises. And true copies of all such other deeds, evidences and writings as relate to or concern the said premises jointly and together with any other lands, tenements or hereditaments. 1808 (p2: 15-21)

“And the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premises.” 1810-6 (30)

And the reversion and reversions, remainder and remainders, rents, issues and profits thereof and of every part and parcel thereof. And all the Estate right, title, interest, use, trust, possession, property, claim and demand whatsoever both at law and in equity of them . . . **Thomas Romball (#166)** and **Thomas Hutchins (#257)**, . . . of, into and out of the said messuages, tenements . . . and premises, hereby appointed, granted, released and conveyed or expressed and intended so



## *Summary - Rumney Street*

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to be and every part and parcel thereof. And also all deeds, evidences, writings, escripts and muniments whatsoever which touch or concern the said messuages, . . . premises, hereby appointed, granted, released and conveyed only, or any part thereof and true copies of all and other deeds, evidences, writings, escripts and muniments as touch or concern the said hereditaments and premises, or any part thereof, jointly with any other manors, messuages, lands, tenements or dwellinghouses, which now are in the custody, possession or power of the Thomas Romball or any person or persons in trust for him or which he can come by without suit at law or in equity together with the benefit of all covenants for or relative thereto.

1810-7 (p2:45-51)

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## *The Small Family*

### *The Will of John Small*

The first mention of this land in the documents examined is in the will of John Small as recorded in the Abstract of 1842::

Reciting that . . . **John Small (#250)**, deceased, in & by his last will & testament duly executed & attested for rendering valid devises of real estates bearing date on or about the 5<sup>th</sup> January 1784, gave & bequeathed unto his two daughters . . . **Ann (#253) & Mary Small (#254)**, . . . £300 a piece & did direct the same to be paid to them respectively within 12 months after his decease by his son . . . **William Small (#252)**. And the said testator did . . . give & bequeath unto his wife, **Mary (#251)**, for her life in case she should so long continue his widow, an annuity . . . of £20 to be paid quarterly by his executor & did also charge the same on his . . .

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real estates . . . with a power of entry & distress in case the same should  
be 20 days in arrears. 1842-1 (p1:20-p2:5)

Although it is difficult to interpret the Releases made on 2<sup>nd</sup> of July 1796 and 24<sup>th</sup> December 1800, it seems that William Small mortgaged the premises in 1796 (perhaps so that he could pay the legacies to his sisters) and paid off the mortgage just before the Release of 27<sup>th</sup> December 1800 by which he sold the premises to *Thomas Romball (#166)*.

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## The Family Tree

From the information given in the Lease of 1800, the following family tree can be built up:

?? Small -

|

-----  
#248 |

William

<1784

#249 |

Thomas

<1784

#250 |

John

5 Jan 1784

#251

- Mary

|

-----  
#252 |

William

#253 |

Ann - Christopher **Farrent**

#255

#254 |

Mary - George **Brooker**

#256

will

died:

## *Summary - Rumney Street*

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### *Lease and Release 1800*

As was usual, this Lease for a year and the Release are dated on consecutive days - 26<sup>th</sup> and 27<sup>th</sup> December.

### *Lease 1800*

The parties to this lease were:

- **William Small (#252)** of **Shoreham Hill**, yeoman, only son and heir at law and devisee in fee simple and sole executor named and appointed in and by the last will and testament of **John Small (#250)** late of Shoreham Hill, yeoman, deceased, who was the surviving brother and heir at law of:
  - **William Small (#248)**, late of Shoreham Hill, yeoman, deceased, and also of

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- **Thomas Small (#249)**, late of the same place, yeoman deceased,  
of the one part

and

- **Thomas Hutchins (#257)** of **Sevenoaks**, gentleman, of the other part.

1800-1(3-7)

**William Small (#252)**, for and in consideration of the sum of five shillings .  
. to him . . by . . **Thomas Hutchins (#257)** at or immediately before the  
Sealing and Delivery of these presents, the receipt whereof he doth hereby  
acknowledge, hath bargained and sold . . unto . . Thomas Hutchins, . .  
All those

(buildings and land described above - page R.7)

1800-1(7-29)

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To have and to hold the said Messuage or Tenement, several pieces or parcels of Land, Hereditaments and all and singular other the premises above bargained and sold with the appurtenances unto . . . **Thomas Hutchins (#257)**, . . . from the day next before the day of the date hereof, for and during and unto the full end and term of one whole year from thence next ensuing and fully to be complete and ended. 1800-1(30-32)

Yielding and Paying therefore, unto . . . **William Small (#252)**, . . . on the last day of the said term, the rent of one pepper corn if the same shall lawfully be demanded. To the Intent and purpose that, by these presents and by force of the statute made for transferring uses into possession, he, . . . **Thomas Hutchins**, may be in the actual possession of the said messuages or tenements, . . . above bargained and sold, with the appurtenances, and be thereby enabled to accept and take a grant and

## *Summary - Rumney Street*

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release of the freehold reversion and inheritance thereof unto, . . . Thomas Hutchins . . . to, for and upon such uses, trusts, limitations, intents and purposes as are in and by a certain Indenture of Five Parts already prepared and intended to be executed bearing date the day next after the day of the date of (this lease) and made, . . . between . . . (see Release below)

***In Witness*** whereof the said parties to these presents hereunto set their Hands and Seals the day and year first above written **1800-1 (32-42)**



# *Summary - Rumney Street*

R.25

## *Release 1800*

On the outside of this document is the following description:

Mr. William Small by Direction	}	
of Mr. Thomas Romball and at	}	<b>Release</b> in fee of premises
the Nomination of said Thomas	}	in Shoreham and Mabscomb in
Romball and Mr. William Taylor	}	the County of Kent <i>In trust</i> for
and others	}	said Taylor for 1000 years for a
	}	?? £500 and Int. with Remainder
to	}	to Mr. Romball in fee with a
	}	Covenant to produce writings and a
Mr. Thomas Hutchins	}	Release of Legacies and an Annuity
	}	Charged on said Premises.

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## *Parties to this Five Part Indenture*

- **William Small (#252) of Shorreham Hill** . . . yeoman, (as described in Lease above) of the first part
- **Thomas Romball (#166)** of the parish of Shoreham aforesaid, yeoman of the second part.
- **William Taylor (#258)** of **Ivyhatch** in the parish of **Ightham**. . . yeoman of the third part,
- **Thos. Hutchins (#257)** of **Sevenoaks** . . . gentleman of the fourth part
- **Christopher Farrant (#255)** of **St. Mary Cray** . . . yeoman, and **Ann (#253), his Wife, George Brooker (#256)** of . . . Shoreham, yeoman, and **Mary (#254), his wife**, which said Ann . . . and Mary, . . . are legatees named in and by the last will and testament of . . . **John Small (#250)**, deceased, and **Mary Small (#251)** . . . widow and relict and also legatee . . . named in the last will and testament of the said John Small, deceased, of the fifth part.

1800-2 (p1:2-10)

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### *Bequests Made by John Small, William's Father*

*Whereas* . . . *John Small (#250)*, deceased, in and by his last will and testament . . . bearing date on or about 5<sup>th</sup> January 1784 did give and bequeath unto his said two daughters *Ann (#253)* and *Mary (#254)*, £300 a piece and did direct the same to be paid to them respectively within 12 months after his decease by his executor . . . and did charge the same on all and every his real estates thereafter devised to his son, . . . *William Small (#252)*. And . . . did thereby give . . . unto his *wife, Mary (#251)*, for her life in case she should so long continue his widow, an annuity . . . of £20 to be paid quarterly by his said executor and did also charge the same on his said real estates thereafter given and devised as aforesaid with a power of entry and distress in case the same should be twenty days in arrears . . .

1800-2 (p1:10-16)

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### *Thomas Romball Agrees to Purchase the Messuages, etc*

***And Whereas*** . . . ***Thomas Romball (#166)*** hath contracted and agreed to and with . . . ***William Small (#252)***, for the absolute purchase of the messuages . . . and premises thereafter mentioned and described, being part of the real estates devised in and by the said will of . . . ***John Small (#250)***, deceased, and the fee simple and inheritance thereof free from all incumbrances at or for the price . . . £700. And inasmuch as the . . . annuity of . . . of the said testator's wife ***Mary Small*** and the legacy of (his) daughter ***Mary (#254)***, now the wife of . . . ***George Brooker (#256)*** and all arrears thereof respectively have been already secured and charged by . . . ***William Small (#252)*** on other the real estates devised to him by the will of his said Father and also on the personal Estate of . . . ***William Small (#252)***. And also, inasmuch as the legacy of . . . ***Ann (#253)***, the wife of . . . ***Christopher Farrant (#255)*** hath been, some time since, fully paid off and discharged, they, . . . ***Christopher Farrant and Ann***, . . . ***George***

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R.29

Brooker and Mary, . . . and **Mary Small (#251)** have, at the request of . . . William Small (#252), agreed to join in and confirm this present sale and conveyance and execute such release of the said legacies and annuity as hereinafter mentioned. 1800-2 (p.1:16-24)

The summary written more than forty years later gives a slightly different account, partly because the “Whereas” at the beginning of the above is not included here:

**And reciting** that said **Thos. Romball (#166)** had contracted & agreed with said **W. Small**, for the absolute purchase of the Messuages . . . & premises therein mentioned & described (being part of the real Estates devised in & by the said will of . . . **John Small (#250)** decd.) & the fee simple & inheritance thereof free from all incumbrances . . . for the . . . sum of £700. 1842-1 (p.2: 6-12)

## *Summary - Rumney Street*

R.30

*Thomas Romball Borrows £500 from William Taylor*

*And Whereas . . . Thomas Romball (#166)*, not being at present provided with money to pay for the whole purchase of the said hereditaments and premises, hath applied to and requested . . . *William Taylor (#258)* to advance and lend him £500 the better to enable him so to do which . . . William Taylor, had consented and agreed to do on having the same secured to him with interest as hereinafter mentioned.

1800-2 (p1:24-26)

*Now this Indenture Witnesseth* that, in pursuance and part performance of the said recited agreement and as well for and in consideration of £200 to . . . *William Small (#252)* . . . paid by . . . *Thomas Romball (#166)*, the receipt whereof is thereby acknowledged. As also for and in consideration of £500 . . . to William Small . . . paid by . . . *William Taylor (#258)* at the special instance and request and by and with the

## *Summary - Rumney Street*

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consent, direction and appointment of . . . Thomas Romball testified by his being made a party to and sealing and delivery of these presents, the receipt of which £500 he, . . . William Small, doth hereby acknowledge and that the same, together with the £200 paid by . . . Thomas Romball . . . making £700, is the full consideration for the complete purchase of the absolute estate of inheritance in fee simple of him . . . **William Small (#252)**. . . doth acquit, release and discharge . . . **William Taylor (#258)** and also . . . **Thomas Romball (#166)**, . . . forever, on these presents.

1800-2 (p1:26-36)

This loan of £500 was to lead to many problems in the future.

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R.32

### *Thomas Hutchins*

According to the lease dated the day previous to the release, ***Thomas Hutchins (#257)*** (the fourth party to this indenture) had leased the premises for a year. This type of lease for a year seems to be a common arrangement preceding a Release Indenture dated the next day which cancelled the lease with the land, etc. being sold to a different person, in this case Thomas Romball (#166) who took out a loan in order to pay for the buildings and land..

And also for and in consideration of. . . five shillings . . . to ***William Small (#252)*** in hand paid by the said ***Thomas Hutchins (#257)***, at or immediately before the sealing and delivery hereof, the receipt whereof is hereby acknowledged. He, . . . ***William Small (#252)***  
(at the like special instance and request and by and with the privity, consent, direction, nomination and appointment, as well of . . . ***Thomas Romball (#166)*** and ***William Taylor (#258)*** as also of . . .



## *Summary - Rumney Street*

R.33

*Christopher Farrant (#255)* and *Ann (#253)*, his wife, and *George Brooker (#256)* and *Mary (#254)*, his wife, and *Mary Small (#251)* testified as aforesaid) **Hath** granted, bargained, sold, released and confirmed . . . unto . . . *Thomas Hutchins (#257)*, in his actual possession now being by virtue of a bargain and sale to him thereof made by . . . **William Small (#252)** for five shillings consideration by indenture<sup>6</sup> bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the same Indenture of Bargain and Sale and by force of the Statute made for transferring uses into possession and to his Heirs and Ass<sup>1800-2 (p1:36-43)</sup>

# *Summary - Rumney Street*

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## *The Land and Property, Subject of this Indenture*

The description of the land and property as given in the lease of the previous day  
- see page R.7

And all the estate, right, title, interest, use, trust, property, claim and demand whatsoever, both at law and in equity of . . . **William Small (#252)**, party hereto, of, in and to the same every or any part or parcel thereof. And all deeds, evidences and writings whatsoever now in his hands, custody or possession, which solely relate to or concern the said premises and true copies of all and such other deeds, evidences and writings as relate or concern the said premises jointly and together with any other messuages, lands, tenements or hereditaments, such copies to be now made at the proper costs and charges of the said William Small, party hereto, and afterwards, at the proper costs and charges of . . . **Thomas Romball (#166)**, his heirs and assigns. 1800-2 (p2:19-24)

# *Summary - Rumney Street*

R.35

*Thomas Hutchins, Holder; Wm. Taylor, User; Th. Romball?*

To have and to hold the said messuages . . . and all and singular other the premises hereinbefore mentioned to be hereby granted and released, . . . unto . . . **Thomas Hutchins (#257)**, . . . To the several uses upon the Trusts and under and subject to the several powers, provisos, limitations and agreements hereinafter mentioned, . . . that is to say: **To the Use** and behoof of . . . **William Taylor (#258)**, his executors, administrators and assigns, for and during and unto the full end and term of 1000 years, from henceforth next ensuing and fully to be completed and ended without impeachment of or for any manner of waste at and under the yearly rent of a pepper corn payable on the feast day of Saint Michael the Archangel in each and every year if the same shall lawfully be demanded for better and effectively securing unto the said William Taylor, . . . of the said sum of £500 and interest . . . after the rate of £5 for every £100 for a year in manner hereinafter mentioned for that purpose. **Subject** nevertheless to

## *Summary - Rumney Street*

R.36

the Proviso or Condition for Redemption of the said premises and contained and from and after the end, expiration or other sooner Determination of the said Term of one thousand years and subject thereto.

1800-2 (p2:24-34)

***To the use*** and behoof of such person and persons for such estate and estates, uses, trusts, interest, limitations and purposes, whether conditional or absolute as . . . ***Thomas Romball (#166)***, shall, from time to time, in and by any deed or deeds, writing or writings, to be by him duly executed and attested by two or more credible witnesses or by his last will and testament in writing or any writing in the nature of, or purporting to be, his last will and testament to be by him signed, sealed, published and declared in the presence of and attested by three or more credible witnesses, direct, limit, appoint, give or devise the same and for want of

## *Summary - Rumney Street*

R.37

and in default of such direction, limitation, appointment, gift or devise and until such direction, limitation, appointment, gift or devise shall be made and executed. Or there being such when and as the estate or estates so to be directed, limited or appointed, given or devised, shall respectively cease and determine. 1800-2 (p2:34-40)

And as to such part or parts thereof whereof no such direction limitation, appointment, gift or devises shall be made ***Then to the*** sole and only proper use and behoof of . . . ***Thomas Romball (#166)***, his heirs and assigns, for ever and to and for no other use, trust, estate, intent or purpose whatsoever. ***Provided Always*** and these presents are upon this express condition and it is hereby agreed and declared by and between the parties hereto to be the true intent and meaning of them and of these presents:

## *Summary - Rumney Street*

R.38

That, if . . . **Thomas Romball (#166)**, his heirs, executors, administrators or assigns, . . . shall and do well and truly pay . . . unto **William Taylor (#258)**, . . . the sum of £500 . . . with interest . . . at the rate of £5 for every £100 by the year . . . in the dwelling house of . . . William Taylor, situated at **Ivyhatch** . . . upon the 27<sup>th</sup> June now next ensuing the day of the date hereof, without fraud or delay and without any deduction, . . . whatsoever . . . for and in respect of any taxes, charges, levies, rates, assessments or impositions whatsoever, ordinary or extraordinary, Parliamentary or parochial which now are or hereafter can, shall or may be taxed, charged, levied, rated, assessed or imposed on the said messuages . . . and premises hereinbefore mentioned to be hereby granted and released with the appurtenances or on the said sum of £500 or its interest or any part thereof or on the said William Taylor, . . . in respect thereof or for or in respect of any other matter, cause or thing whatsoever then, and from thenceforth, the said Term and Estate of 1000 years hereby created shall cease and determine and be utterly void to all Intents and purposes whatsoever .

1800-2(p.2:41-p.3:11)

## *Summary - Rumney Street*

R.39

Or otherwise . . . **William Taylor (#258)**, . . . shall and will, at the costs and charges of . . . **Thomas Romball (#166)**, . . . reassign the same and the premises therein comprised, unto . . . Thomas Romball, . . . or unto such person or persons as he or they shall direct or appoint, any thing herein contained to the contrary notwithstanding. **And** . . . Thomas Romball, for himself, his heirs, . . . doth hereby further covenant, promise and agree to and with . . . William Taylor, . . . that he, . . . Thomas Romball, . . . shall and will, well and truly, pay . . . unto . . . William Taylor, . . . at or in the dwelling house of . . . William Taylor at Ivyhatch . . . the full and just sum of £500 . . . and interest for the same at . . . the rate of £5 for every £100 for a year at or upon 27<sup>th</sup> June now next ensuing the date of these presents without fraud or making default in the said payment and without any deduction, . . . whatsoever according to the true intent and meaning of the above mentioned proviso and of these presents. **1800-2(p3:11-p.3:20)**

## *Summary - Rumney Street*

R.40

*Wm. Small, Seized of the Messuages, Releases them*

*And* the said **William Small (#252)**. party hereto, for himself, his heirs, . . . doth hereby covenant, . . . and agree to and with . . . **Thomas Romball (#166)**, . . . by these presents in manner and form following, that is to say, that for and notwithstanding any act, matter or thing whatsoever by him, . . . **William Small (#252)**, . . . made, done, committed or wittingly or willingly permitted or suffered to the contrary, he, . . . William Small, party hereto, now at the time of the sealing and delivery of these presents, is and standeth lawfully and rightfully seized of the said messuages or tenements, . . . and premises mentioned to be hereby granted and released with the appurtenances of and in a good and perfect, absolute and indefeazible estate of inheritance in fee simple without any condition contingent proviso, power of Limitation, of any now or other use or uses or any other restraint, matter or thing whatsoever to alter, change, charge, affect, defeat, determine or make the same void or voidable.

1800-2 (p3:20-p3:28)



## *Summary - Rumney Street*

R.41

*And also* that . . . *William Small (#252)*, party hereto, for and notwithstanding any such Act, Matter or Thing whatsoever, hath in himself good, right, full power and lawful and absolute authority by these presents to grant, bargain, . . . all and singular the same premises mentioned to be hereby granted and released with the appurtenances unto and to the use of . . . *Thomas Romball (#166)*, . . . in manner and form aforesaid according to the true intent and meaning of these presents. 1800-2 (p3:28-p.3:31)

*And further* that . . . *Thomas Romball* . . . shall and may, from time to time and at all for ever hereafter, peaceably and quietly have, hold, . . . and enjoy the said messuages . . . and premises mentioned to be hereby granted and released with the appurtenances and receive and take the rents, issues and profits thereof to his . . . own use and uses without the let, . . . or denial of or by . . . *William Small (#252)*, . . . or of or by any other person or persons

## *Summary - Rumney Street*

R.42

claiming . . . by, from or under him, them, any or either of them or by . . .  
**Richard Small (#266)**<sup>7</sup> and **John Small (#250)**, deceased, or any other person  
or persons whomsoever. 1800-2 (p3:31-p3:36)

And that . . . freely clearly and absolutely acquitted, exonerated and  
discharged or otherwise well and sufficiently saved, defended, kept  
harmless and indemnified of, from and against all and all manner of former  
and other gifts, grants, bargains, sales, mortgages, jointures, dowers, uses,  
wills, intails, Rents, arrears of rents, statutes, merchant and of the Staple,  
recognizances, Judgements, executions, extents, titles, troubles, charges  
and incumbrances, whatsoever, had made, done, committed or wittingly or  
willingly permitted or suffered by him, . . . **William Small (#252)**, party  
hereto, or by the said **Richard Small (#266)** and **John Small (#250)**,  
deceased, or either of them or any other person or persons whomsoever. 1800-2 (p3:36-p3:41)

## *Summary - Rumney Street*

R.43

***And Moreover*** that . . . ***William Small (#252)***, party hereto, and his heirs and all and every other person . . . having or lawfully claiming or who shall . . . lawfully claim, any estate, . . . or interest of, in, to or out of the said premises mentioned to be hereby granted and released, or any part thereof, . . . at the reasonable request, costs and charges in the law of the said ***Thomas Romball (#166)***, . . . make, do, acknowledge, levy, suffer and exercise . . . and all and every such further and other lawful and reasonable act and . . . deeds, devices, conveyances and assurances in the law whatsoever for the further better and more effectually assuring and conveying the said premises mentioned to be hereby granted and released as aforesaid or any part thereof unto and to the use of the said ***Thomas Romball (#166)***, . . . in manner aforesaid, be the same by fine or fines, common recovery or . . . or any other matter of record or otherwise howsoever as by . . . Thomas Romball, . . . or his . . . counsel learned in the law, shall be lawfully and reasonably devised or advised and required.

1800-2 (p3:41-p4:5)

## *Summary - Rumney Street*

R.44

The above is summarised in the Abstract of 1842 as:

Covenant by said **W. Small (#252)**, for himself, his heirs, executors & administrators, with said **Thos. Romball (#166)**, . . . that he was rightfully seized, had power to convey for quiet enjoyment, freed from incumbrances.

1842-1 (p.6:15-20)

# *Summary - Rumney Street*

R.45

## *But had William Small Mortgaged the Property?*

Returning to the Release of 1800:

**And Lastly** that . . . **William Small (#252)**, party hereto, . . . shall and will, from time to time, and at all times hereafter, upon every reasonable request in writing and at the proper costs and charges in the law of . . . **Thomas Romball (#166)**, . . . produce and shew forth . . . unto . . . Thomas Romball, . . . or otherwise as may be requisite or necessary, the several deeds, evidences and writings hereinafter mentioned, that is to say, certain Indentures of Lease and Release bearing date respectively 1<sup>st</sup> and 2<sup>nd</sup> July 1796 between . . . William Small, . . . and **James Martyr (#259)**, of **Otford** . . . gentleman . . . purporting to be a Mortgage ?? fee of the above granted and released premises, amongst others, from . . . William Small, . . . to . . . James Martyr for securing the sum of £500 and lawful interest.

1800-2 (p4:5-13)

## *Summary - Rumney Street*

R.46

Had William Small mortgaged the property in 1796? If so, how did this affect the arrangements of 1800? It seems from the next section of this Release dated 27<sup>th</sup> December that a few days earlier William Small had “reconveyed” the premises - paid off the mortgage?

### *Indentures of Lease & Release of 23<sup>rd</sup> & 24<sup>th</sup> Dec 1800*

And certain other Indentures of Lease and Release bearing date 23<sup>rd</sup> and 24<sup>th</sup> December now last past, made between . . . **James Martyr (#259)** of the one part and . . . **William Small (#252)**, party hereto of the other part, purporting to be a Reconveyance of the said mortgaged premises from . . . James Martyr to said William Small, . . . to the hereditaments and

## *Summary - Rumney Street*

R.47

premises hereby granted and released so as such deeds<sup>8</sup>, evidences and writings shall not have been lost or destroyed by fire or some other indictable accident.

1800-2 (p4:13-17)

### *John Small's Heirs Quit Claim Against the Property*

And this Indenture further witnesseth that, in further pursuance of the of the said recited agreement and further performance thereof and as well for the prevention of all suits . . . **Thomas Romball (#166)**, . . . in the possession and enjoyment of the said hereditaments and premises hereinbefore mentioned to be granted and released, as also . . . in consideration of the sum of five shillings apiece . . . to . . . **Christopher**

---

8

this does not read very well but the transcript has been checked against the original document

## *Summary - Rumney Street*

R.48

*Farrant (#255) and Ann (#253)*, his wife, *George Brooker (#256) and Mary (#254)*, his wife, . . . paid by said *Thomas Romball (#166)*, at or immediately before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged. They . . . have . . . released and for ever quit claim and by these presents do . . . fully, clearly and absolutely remise, release and for ever quit claim unto . . . Thomas Romball, . . . the said respective legacies of £300 and £300 and all other legacies whatsoever together with all their . . . right, title and demand in and to the same so far as the same relates to or concerns the hereby granted and released premises and all action . . . , cause and causes of action, both at Law, Equity or any Ecclesiastical Court properly claim and demand in, to for touching or concerning the said legacies, or either of them, or which they, or either of them, can or may challenge, claim or demand in virtue of the Will of . . . *John Small (#250)*, deceased, or any codicil annexed thereto or otherwise howsoever.

1800-2 (p4:17-28)



## *Summary - Rumney Street*

R.49

And this Indenture further witnesseth that, in further pursuance of the said recited agreement and full performance thereof and, as well for the considerations aforesaid as also for and in consideration of the sum of five shillings . . . to . . . **Mary Small (#251)** in hand paid by . . . **Thomas Romball (#166)** at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, she . . . hath . . . released, and for ever quit . . . claim unto . . . Thomas Romball, . . . the said annuity, rent charge or annual sum of £20 payable to (her) for and during the term of her natural life or widowhood and charged on the hereditaments and premises aforesaid with other hereditaments and premises in the said will of . . . **John Small (#250)** devised and mentioned and all legacies and bequests to her given and made in and by the said will or any codicil thereto annexed and all remedies both at Law and in Equity for receiving the same. And also all such estate, right, title, interest, claim and demand which she . . . hath, or of right ought to have, of, in to or out of the said messuages . . . and premises so granted, released and conveyed,

## *Summary - Rumney Street*

R.50

as aforesaid, so that . . . **Mary Small(m) (#251)** of and from all such interest, claim and demand and all distresses on the said messuages . . . and premises shall and will be for ever hereafter barred by these presents.

1800-2 (p.4:28-38)

**And** it is hereby covenanted, declared and agreed, by and between the said parties to these presents and particularly . . . **Mary Small (#251)** for herself, her . . . and assigns, doth covenant, declare and agree to and with . . . **Thomas Romball (#166)**, . . . that the said Messuages . . . and Premises hereinbefore mentioned to be granted, . . . and conveyed as aforesaid, shall be, from henceforth discharged of and from the said annuity of £20 and all other legacies and bequests whatsoever to her given and made in . . . the will of . . . John Small, deceased and all remedies whatsoever for recovery thereof.

1800-2 (p.4:39-43)

# *Summary - Rumney Street*

R.51

## *Witnessing of the Indenture*

***In Witness*** whereof the said parties to these presents have hereunto set their hands and Seals the day and year first above written: 1800-2 (p.4: 43)

William Small	seal
Thomas Romball	seal and mark
William Taylor	seal
Chr. Farrant	seal
Ann Farrant	seal
George Brooker	seal
Mary Broker	seal
Mary Small	seal
Thomas Hutchins	seal

Except for Thomas Romball, these could all be signatures, particularly since the “Farrant” written by Christopher and that by his wife are very different as are

## *Summary - Rumney Street*

R.52

also the two “Brooker”s and the two “Small”s. The signature of Thomas Hutchins is much larger than any of the others.

The receipt of £200 from Thomas Romball and £500 from William Taylor was acknowledged by William Small in the presence of James Martyr and Jn Hilder, attorney, from Sevenoaks. The £500 from William Taylor is recognised by William Small a second time with the same witnesses.

The document was sealed and delivered by all parties, except William Taylor, in the presence of James Martyr and Jn Hilder and by William Taylor in the presence of Jn Hilder and Elizabeth Hutchins, perhaps the sister or wife of Thomas Hutchins, the fourth party to the indenture. John Hilder was an attorney from Sevenoaks.

## Assignment of a Mortgage 1808

This Indenture Tripartite (document 1808) was written on the 27<sup>th</sup> December 1808 and is described as the Assignment of a Mortgage ?? to service £500 and Interest The three parties to it were

- **William Taylor (#258)**, late of **Ivyhatch** in the parish of **Ightham** but now of **Crowhurst** in the parish of **Wrotham**, . . yeoman
- **Thomas Romball (#166)** of **Shoreham** . . yeoman
- **John Taylor (#272)** of **the Warren** in. . **Ightham**, gentleman,  
**Thomas Taylor (#273)** of **Plaxtol** . . gentleman, and  
**Clement Taylor (#274)** of **Linton**<sup>9</sup> . . gentleman (the three Trustees and Executors named and appointed in and by the last will and testament of **James Barrett (#275)**, late of **Wrotham** . . draper, deceased)

## *Summary - Rumney Street*

R.54

See the [Abstract of 1842, page 8, line 6 to page 9, line 38](#) for the abstracted version of this document.

This indenture starts with a reference back to the Release of 1800:

made, or expected to be made between *William Small (#252)* . . . *Thomas Romball (#166)*, . . . *William Taylor (#258)*. . . *Thomas Hutchins (#257)* .  
. *Christopher Farrant (#255)* and *Ann (#253), his wife, George Brooker (#256)* and *Mary (#254), his wife*, and *Mary Small (#251)*. 1808 (p.1: 9-11)

***Reciting***, (amongst other things), that . . . Thomas Romball had contracted and agreed with . . . William Small for the purchase of the Messuages or Tenements, Land, Buildings and Hereditaments, hereinafter described, at or for the price . . . of £700 ***And Reciting*** that . . .

## *Summary - Rumney Street*

R.55

. Thomas Romball, not being then provided with money to pay for the whole purchase of the said hereditaments, had applied to and requested .  
. William Taylor to lend? him £500 which . . William Taylor had agreed to do on having the same secured to him in manner thereafter mentioned.

1808 (p.1: 11-14)

### *A Further Reference to the Release of 1800*

The following lengthy and complex section seems to be a reference back to the Release of 1800 (document 1800-2) where it is difficult to decide whether William Taylor or Thomas Hutchins was the actual owner of the property - see [page R.35](#)

## *Summary - Rumney Street*

R.56

*It is* by the now writing Indenture of Release witnessed that, in pursuance and ?? performance of the said recited agreement and as well in consideration of £200 to . . . **William Small (#252)** paid by . . . **Thomas Romball (#166)** as also £500 to . . . William Small paid by . . . **William Taylor (#258)** and also in consideration of the sum of five shillings to . . . William Small paid by . . . **Thomas Hutchins (#257)**, . . . William Small,

(at the special request and by and at the direction, nomination and appointment, as well of . . . Thomas Romball and William Taylor as of . . . **Christopher Farrant (#255)** and **Ann (#253)**, his wife, and **George Brooker (#256)** and **Mary (#254)**, his wife, and **Mary Small (#251)** testified as therein mentioned)

did grant, bargain, sell, release and confirm unto . . . , Thomas Hutchins, . . . All those messuages or tenements, land, buildings and premises therein mentioned and hereinafter particularly described, with the appurtenances, to hold the same unto . . . **Thomas Hutchins (#257)**. . . to



## *Summary - Rumney Street*

R.57

the use and behoof of . . . **William Taylor (#258)**, . . . for the term of one thousand years of and under the yearly rent of a pepper corn for the securing to him and them the repayment of the £500 and interest. Subject nevertheless to the proviso therein and hereafter contained for redemption of the said premises with remainder to the use of such person and persons for such estate and estates as . . . **Thomas Romball (#166)**, by and deed or writing or by his last will and testament in writing or a codicil or codicils thereto executed as therein mentioned, should direct, limit, appoint, give or devise with remainder. To the sole and only proper use and behoof of . . . Thomas Romball, . . . for ever and to and for no other use, end, intent or purpose whatsoever. Subject nevertheless to redemption on payment, by . . . Thomas Romball, . . . unto . . . William Taylor, . . . of the full sum of £500 together with interest for the same at . . . the rate of £5 for every £100 by the year at or upon the 27<sup>th</sup> June the next ensuing the date of the now reciting Indenture as in and by the said Indentures Relation being thereunto had, may and will more fully and at large appear.

1808 (p1:14-30)

## *Summary - Rumney Street*

R.58

### *£500 Not Paid in 1800*

And whereas the £500, or any part thereof, was not paid at the day and time appointed by the said hereinbefore recited Indenture whereby the estate of . . . **William Taylor (#258)**, . . . became absolute in Law in the said premises for the remainder of the said term of 1000 years. And whereas the said principal sum of £500 owing still remains due and owing to . . . William Taylor on the said recited security, all interest having been paid up to the day of the date of these presents And whereas the said William Taylor, having occasion for the £500 hath requested . . . **Thomas Romball (#166)** to pay off the same but he, not being provided with money for that purpose, hath applied to . . . **John Taylor (#272), Thomas Taylor (#273) and Clement Taylor (#274)** to advance the said £500 which they have agreed to do on having the said security assigned to them as hereinafter is mentioned

1808 (p1: 30-35)

## *Summary - Rumney Street*

R.59

Now this Indenture witnesseth that, for and in consideration of £500 to . . . William Taylor . . . paid by . . . John Taylor, Thomas Taylor and Clement Taylor at or before the sealing and delivery of these presents (at the request and by the direction of . . . **Thomas Romball (#166)** testified by his being a party to and sealing and delivering of these presents) the receipt whereof

and that the same is in full for all principal and interest monies due and owing on the said recited security, . . .

**William Taylor (#258)**, doth hereby acknowledge and thereof and of and from the same and every part thereof, doth quit, release and discharge . . . **John Taylor (#272), Thomas Taylor (#273) and Clement Taylor (#274)**, . . . and likewise . . . Thomas Romball, . . . by these presents.

1808 (p1:35-41)

## *Summary - Rumney Street*

R.60

### *John, Thomas and Clement Taylor Receive the Land, etc.*

And also in consideration of the sum of five shillings . . . to Thomas Romball in hand at the same time paid by . . . **John Taylor (#272), Thomas Taylor (#273) and Clement Taylor (#274)**, the receipt whereof is hereby acknowledged, . . . William Taylor

(at the request and by the direction of . . . Thomas Romball) testified as aforesaid, hath bargained, sold, assigned, transferred and ?? . . . and . . . **Thomas Romball (#166)** hath granted, ratified and confirmed . . . unto . . . **John Taylor (#272), Thomas Taylor (#273) and Clement Taylor (#274)**, . . . **All those** two several Brick Built Messuages, Tenements or Dwellings commonly called or known by the name of **Hannes Nick** otherwise **Hannick**

1808 (p1: 41-46)

## *Summary - Rumney Street*

R.61

See [page R.7](#) for a full description of the land, etc., the documents connected with it and the owners and tenants.

To have and to hold the said messuages . . hereditaments and all . . other the premises hereinbefore described . . with their . . appurtenances, unto the said ***John Taylor (#272), Thomas Taylor (#273) and Clement Taylor (#274)***, their executors, administrators and assigns, henceforth for and during all the rest, residue and remainder of the said term of 1000 years . . by the said hereinbefore recited Indenture now to come and unexpired, freed and discharged of and from the proviso or Condition for Reoccupation in the said Indenture contained and from all claim, benefit and advantage whatsoever of . . ***Thomas Romball (#166)***, his heirs, executors, administrators or assigns, under or by virtue of the same.

**1808 (p2:21-25)**

## *Summary - Rumney Street*

R.62

### *But Subject Nevertheless to the Condition for Redemption*

The property, etc. was, however, subject to a Condition for Redemption:

“Provided always nevertheless and it is hereby declared and agreed by and between the sole parties to these presents, that if . . . **Thomas Romball (#166)**, his heirs, . . . or assigns, do . . . pay, . . . unto . . . **John Taylor (#272), Thomas Taylor (#273)** and **Clement Taylor (#274)**, . . . the full and just sum of £500 together with Interest for the same at . . . the rate of £5 for every £100 by the year at or upon the 27<sup>th</sup> June next ensuing the date of these presents without making any deduction or abatement whatsoever of, in or out of the same for or by reason of any taxes or assessments imposed . . . upon the said demised Premises by authority of Parliament or otherwise (the Property Tax only excepted), that then and from thenceforth these premises and every matter and thing herein contained shall cease, determine and be utterly void to all intents, constructions and purposes.

1808 (p2:25-30)

## *Summary - Rumney Street*

R.63

**And** . . . **William Taylor (#258)**, himself, his heirs, . . . doth covenant and declare to and with . . . **John Taylor, Thomas Taylor and Clement Taylor**, . . . that he . . . hath not at any time heretofore made, done, . . . or suffered any act, deed, matter or thing whatsoever whereby wherewith or by reason or means whereof

- the said messuages or tenements, land and premises hereby assigned or the term and estate hereby transferred, or any part thereof,
- are, is, can, shall or may be any ways impeached, charged, affected or incumbered in Title, Charge, Estate or otherwise howsoever

1808 (p2: 30-34)

And . . . **Thomas Romball (#166)**, for himself, his heirs, . . . doth covenant, promise and agree to and with . . . **John Taylor (#272), Thomas Taylor (#273) and Clement Taylor (#274)**, . . . by these presents that he . . . shall

## *Summary - Rumney Street*

R.64

and will well and truly pay . . unto . . John Taylor, Thomas Taylor and Clement Taylor, . . the full . . sum of £500 together with interest for the same at . . the rate of £5 for every £100 by the year, . . upon 27<sup>th</sup> June now next ensuing according to the true intent and meaning of these presents.

1808 (p2:34-38)

And also that if default shall happen to be made in payment of the £500 or the interest thereof, or any part thereof, contrary to the proviso aforesaid, that then and from thenceforth it shall be lawful for . . **John Taylor (#272), Thomas Taylor (#273) and Clement Taylor (#274)**,. . peaceably and quietly to enter into and have, hold, use, occupy, possess and enjoy the said hereby assigned hereditaments and premises and have . . the rents, issues and profits thereof to his and their own use and benefit for and during all the residue then to come and unexpired of the said term of 1000 years without any the lawful let, suit, trouble, denial or interruption



## *Summary - Rumney Street*

R.65

of or by the said Thomas Romball, . . . or any other person or persons whomsoever. And that free and freely and clearly acquitted, exonerated, released and discharged or otherwise by . . . Thomas Romball, . . . well and sufficiently saved, defended, kept harmless and indemnified of, from and against all other titles, troubles, charges, claims, demands and incumbrances whatsoever. 1808 (p2:38-43)

***In Witness*** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written. 1808 (p2:43-44)

The seal of William Taylor

The mark and seal of Thomas Romball

# Summary - Rumney Street

R.66

## Receipt for £500

On the back of this 1808 document is a receipt for £500:

**Received** the Day and Year first written of and from }  
the within named **John Taylor, Thomas Taylor** and **Clement Taylor**, the } £500  
Sum of five hundred pounds being the full Consideration Money within }  
mentioned to be paid by them to me }

Witness:

William Taylor

Rich. Crow

In. Lake

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

Rich. Crow

In. Lake, Clerk to Mr. Crow

## *Summary - Rumney Street*

R.67

### *Lease and Release of 1810*

Two indentures, a Lease and an Appointment and Release were made on, respectively, 16<sup>th</sup> and 17<sup>th</sup> February 1810. According to the Lease, Thomas Romball and Thomas Hutchins sold the premises, etc. to Isaac Espinasse. for the term of one year.

### *Lease for a Year*

This was between:

- **Thomas Romball (#166)** of **Shoreham**, yeoman, and **Thomas Hutchins (#257)** of **Sevenoaks**, gentleman,
- and

## Summary - Rumney Street

R.68

- **Isaac Espinasse (#277)** of **Bexley**<sup>10</sup>, and of **Chancery Lane, London**, Esquire.

**Witnesseth** that for and in consideration of the sum of five shillings a piece . . . to . . . **Thomas Romball** and **Thomas Hutchins** . . . truly paid by . . . **Isaac Espinasse** at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they, . . . **Thomas Romball (#166)** and **Thomas Hutchins (#257)** have . . . bargained and sold . . . unto . . . **Isaac Espinasse (#277)**, . . . **All** those two several brick built Messuages or Tenements or Dwellings called or known by the name of **Hanneswick** otherwise **Hannick**. . . **1810-6 (5-10)**

see [page R.7](#) for a description of this property

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<sup>10</sup>

although this place looks like “Boyly” here, it is given as “Bexley” in the Abstract and there is a Bexley in Kent

## *Summary - Rumney Street*

R.69

To have and to hold the said Messuages or Tenements or Dwellinghouses, . . . and Premises hereinbefore mentioned to be hereby bargained and sold with the appurtenances unto . . . Isaac Espinasse, . . . from the day next before . . . 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.

To the intent and purpose that, by virtue of these presents and by force of the statute made for transferring uses into possession, . . . ***Isaac Espinasse (#277)***, may be in the actual possession of the said Premises hereby bargained and sold and may be thereby enabled to accept and take a grant and release of the reversion and inheritance thereof to him and his Heirs. To such uses upon such trusts and for such intents and purposes as are mentioned, expressed and declared in and by a certain Indenture of Appointment and Release already prepared and intended to bear date the day next after . . . the date of these Presents. **1810-6 (30-38)**

## *Summary - Rumney Street*

R.70

*In Witness* whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written. 1810-6 (41-42)

### *Appointment and Release of 1810*

This document was described as the Appointment and Release of freehold messuages, land and hereditaments situated in *Rumney Street* and Shoreham and Mamscomb<sup>11</sup> . . . and Assignment of a term of 1000 years affecting the said hereditaments In trust for Mr. Espinasse and to attend the uses and estates within limits thereof.

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“Mabscombe” in other documents

# Summary - Rumney Street

R.71

## *Parties to this Six Part Indenture*

It was an indenture of six parts made on 17<sup>th</sup> February 1810 between:

- **Thomas Romball (#166)** of Shoreham . . yeoman, of the first part
- **Thomas Hutchins (#257)** of Sevenoaks, . . gentleman, of the second part
- **John Taylor (#272)**, of the Warren in . . Ightham . . gentleman, **Thomas Taylor (#273)** of Plaxtol . . and **Clement Taylor (#274)** of Linton, . . gentleman, of the third part.
- **Isaac Espinasse (#277)** of Bexley<sup>12</sup>. . and of **Chancery Lane, London**, Esquire, of the fourth part,
- **Robert Epinasse (#278)** of the **Temple, London**, Esquire, ( a Trustee appointed by and on the part of the said Isaac Espinasse for the purposes hereinafter mentioned and to prevent dower) of the fifth part and

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although this place looks like “Boyly” here, it is given as “Bexley” in the Abstract and there is a Bexley in Kent

## *Summary - Rumney Street*

R.72

- **William Cook (#279)** of **Clerkenwell**, . . . Middlesex, Esquire (a Trustee to whom the residue of the term of one thousand years affecting the hereditaments hereinafter conveyed and assured for better securing the sum of £500 and interest created in and by the Indenture of Release hereinafter written is intended to be assigned in trust as hereinafter is mentioned) of the sixth part. 1810-7(p1:4-10)

### *References Back to Lease and Release of 1800*

Whereas by certain Indentures of Lease and Release bearing date respectively 26<sup>th</sup> and 27<sup>th</sup> days of December<sup>13</sup> 1800, the Lease made . . . between **William Small (#252)** of **Shoreham Hill** . . . yeoman, . . . of the one part and . . . **Thomas Hutchins (#257)** . . . and the Release being of five parts:



## Summary - Rumney Street

R.73

- . . William Small of the first part
- . . **Thomas Romball (#166)** of the second part,
- **William Taylor (#258)** of **Ivyhatch**, . . yeoman, of the third part,
- . . Thomas Hutchins of the fourth part
- and - **Christopher Farrant (#255)** of **Saint Mary Cray**, . . yeoman, and  
**Ann (#253), his wife**, and **George Brooker (#256)** of Shoreham, . .  
yeoman, and **Mary (#254), his wife**, and **Mary Small (#251)**, . .  
widow, . . of the fifth part.

For the considerations therein expressed All those the several messuages, . .  
and hereditaments particularly hereinafter mentioned . . and intended to be  
hereby appointed, conveyed and assured were granted, released and conveyed  
unto . . **Thomas Hutchins (#257)**, . . to the several uses upon the several trusts  
and under and subject to the powers, provisoes and agreements therein and  
hereinafter mentioned (that is to say):

## *Summary - Rumney Street*

R.74

to the use and behoof of . . . **William Taylor (#258)**, . . . for the term of 1000 years from thence next ensuing and fully to be complete and ended without impeachment of waste of and under the yearly rent of a pepper corn only payable as therein mentioned for the better and more effectually securing unto . . . William Taylor, . . . the payment of £500 and interest for the same after the rate and in manner therein mentioned. Subject nevertheless to a proviso or condition for redemption of the said premises therein and hereinafter contained with remainder To the use and behoof of such person and persons for such Estate and Estates, uses, trusts, intents, limitations and purposes, whether conditional or absolute, as the said **Thomas Romball (#166)** should, from time to time, in and by any deed or deeds, writing or writings, to be by him duly executed and attested by two or more reliable witnesses, or by his last will and testament in writing or any writing in the nature of or purporting to be his last will and testament to be by him signed, sealed, published and declared in the presence of and attested by three or more credible witnesses, direct, limit, appoint, give or devise the same.

## *Summary - Rumney Street*

R.75

And in default of such direction, limitation, appointment, gift or devise and until such should be made and executed or there being such when and as the estate or estates so to be directed, limited or appointed, given or devised, should respectively cease ?? and determine and, as to such part or parts thereof, whereof no such direction, limitation, appointment, gift or devise, should be made, Then to the sole and only proper use and behoof of . . Thomas Rumball, . . forever.

In which said Indenture of Release is contained a proviso or condition for making void the said term of 1000 years thereby limited in use to . . **William Taylor (#258)**, his . . upon payment to him, or them, by . . **Thomas Romball (#166)**, his . . £500 with interest for the same after the rate of £5 for every £100 by the year at the time therein mentioned.

1810-7 (p1:11-29)

# *Summary - Rumney Street*

R.76

## *References Back to Assignment of a Mortgage*

And whereas by a certain Indenture of Assignment<sup>14</sup> bearing date 27<sup>th</sup> December 1808 and made, . . . made, between:

- ***William Taylor (#258)*** of the first part
- ***Thomas Romball (#166)*** of the second part
- and - ***John Taylor (#272), Thomas Taylor (#273) and Clement Taylor (#274)*** of the third part

Reciting the said in part recited Indenture of Lease and Release as to the effect hereinbefore recited. And reciting that the £500, or any part thereof, was not paid at the day and time appointed by the said . . . Indenture of Release whereby the estate of . . . William Taylor, his . . . of and in the said premises became

## *Summary - Rumney Street*

R.77

absolute in law for the then remainder of the said term of 1000 years. And reciting that the £500 only then remained due and owing to . . . William Taylor on the said recited Security, all interest for the same having been paid up to the day of the date of the now writing Indenture And also reciting that . . . William Taylor, having occasion for the £500, had requested . . . Thomas Romball to pay off the same but that he, not then being provided with money for that purpose, had applied to . . . John Taylor, Thomas Taylor and Clement Taylor to advance the £500 which they had agreed to do on having the said security assigned to them as therein and hereinafter mentioned.

1810-7 (p1:29-37)

## *Summary - Rumney Street*

R.78

### *£500 paid to William Taylor by John, Thomas and Clement Taylor*

It was and is by the now writing Indenture witnessed that, in consideration of £500 to . . . **William Taylor (#258)** paid by . . . **John Taylor (#272), Thomas Taylor (#273)** and **Clement Taylor (#274)**, at the request . . . of . . . **Thomas Romball (#166)**, . . . William Taylor, at the like request . . . of . . . Thomas Romball . . . did bargain, sell, assign, transfer and set over and . . . Thomas Romball did grant, testify and confirm unto the said John Taylor, Thomas Taylor and Clement Taylor, . . . All those the said several Messuages, pieces . . . and premises in the said . . . recited Indentures of Lease and Release and hereinafter particularly mentioned and described and comprized in the said term of 1000 years created by the said Indenture of Release then vested in the said William Taylor for the purpose aforesaid and hereinafter appointed, conveyed and assured to hold the same, with the appurtenances, unto the said John Taylor, Thomas Taylor and Clement Taylor, . . . from thenceforth for and during the residue of the said term of 1000 years created in and by the said . . . recited Indenture of Release, freed and discharged from the proviso or condition for redemption in the said

## *Summary - Rumney Street*

R.79

Indenture contained. But subject, nevertheless, to a proviso or condition in the now writing Indenture and hereinafter contained for making void the same term on payment, by . . . Thomas Romball, . . . unto . . . John Taylor, Thomas Taylor and Clement Taylor, . . . of the full sum of £500 together with interest for the same after the rate of £5 for every £100 by the year at the time therein mentioned and long since past, As in and by the said several in part recited Indentures of Lease and Release and Assignment reference being thereunto respectively had may fully appear.

1810-7 (p1:37-47)

### *Enter Isaac Espinasse and William Cook*

And whereas . . . **Thomas Romball (#166)** hath contracted and agreed with . . . **Isaac Espinasse #277)** for the absolute inheritance thereof at or for the price of £900 And whereas the sum of £500 now remained due and owing to . . . **John Taylor (#272), Thomas Taylor (#273) and Clement Taylor (#274)** under and by virtue of the said recited Indenture of Assignment of the term of 1000 years

## *Summary - Rumney Street*

R.80

affecting the said hereditaments hereinafter mentioned to be hereby appointed, released and conveyed made by the said recited Indenture of Release and no more, all interest for the said sum of £500 having been satisfied and paid to the day . . hereof which . . John Taylor, Thomas Taylor and Clement Taylor do hereby admit and acknowledge

And whereas it hath been agreed between . . ***Thomas Romball (#166), John Taylor (#272), Thomas Taylor (#273) and Clement Taylor (#274) and Isaac Espinasse (#277)*** that:

- the £500, part of the purchase money of the said hereditaments hereinafter mentioned to be hereby appointed, released and conveyed, shall be paid to . . John Taylor, Thomas Taylor and Clement Taylor in full satisfaction and discharge of the said principal sum now due and owing to them upon their said recited security
- the sum of £400, residue of the £900, the purchase money shall be paid to . . Thomas Romball



## *Summary - Rumney Street*

R.81

and that the said hereditaments shall, by the direction of . . . Isaac Espinasse, be conveyed and assured to the uses and upon the trusts hereinafter limited and declared of and concerning the same.

And also that the said term of 1000 years of and in the said hereditaments so contracted for, shall be assigned to . . . **William Cook (#279)**, his . . . In trust as hereinafter is mentioned. 1810-7 (p1: 47-54)

### *Thomas Romball Directs Proceedings*

Now this Indenture witnesseth that, in pursuance and part performance of the said agreement and for and in consideration of the £500 to . . . **John Taylor (#272)**, **Thomas Taylor (#273)** and **Clement Taylor (#274)** at the request and by the direction of . . . **Thomas Romball (#166)** (testified by his being a party to and sealing and delivering these presents) in hand well and truly paid by . . . **Isaac**

## *Summary - Rumney Street*

R.82

*Espinasse (#277)* at or before the sealing and delivery of these presents in full satisfaction and discharge of the £500 so due and owing to . . . John Taylor, Thomas Taylor and Clement Taylor upon, under or by virtue of the said recited Securities and in part of the sum of £900 the purchase money of the hereditaments hereinafter mentioned to be hereby appointed, released and conveyed, or intended so to be, the receipt of which £500 in full, they, . . . John Taylor, Thomas Taylor and Clement Taylor, do hereby acknowledge and thereof . . . do hereby acquit, release, exonerate and discharge, as well . . . Isaac Espinasse, his . . . and . . . Thomas Romball, his . . . and every of them, for ever, by these presents and also for and in consideration of £400 residue of the said sum of £900 the purchase money, as aforesaid, to . . . **Thomas Romball (#166)**, in hand well and truly paid by . . . **Isaac Espinasse (#277)**, at or before the sealing and delivery of these presents, the payment and receipt of which said two sums of £500 and £400 . . .

## *Summary - Rumney Street*

R.83

Thomas Romball doth hereby:

- admit and acknowledge and that the same are in full for the absolute purchase of the Messuages or Tenements, . . . and hereditaments hereinafter mentioned to be hereby appointed, released and conveyed, . . .
- also acquit, release, exonerate and discharge . . . Isaac Espinasse, . . . for ever, by these presents. 1810-7 (p1:54-p2:11)

***Thomas Romball (#166)***, pursuant to and by face and virtue and in exercise and execution of the power and authority so given, limited and reserved, to him, by the . . . Indenture of Release of the 27<sup>th</sup> December 1800 . . . and of all other power and powers, authority and authorities whatsoever in him vested or in any wise enabling him in this behalf, doth, by this his deed or writing, by him sealed and delivered in the presence of and attested by the two credible persons whose names are intended to be hereupon endorsed as witnesses to the due execution hereof by . . . Thomas Romball, direct, limit and appoint that the said Messuages, Tenements . . . and Premises, mentioned and described in the . . . Indenture of

## *Summary - Rumney Street*

R.84

Release of the 27<sup>th</sup> December 1800 hereinafter expressed to be hereby granted and released and the reversion and reversions, remainder and remainders yearly and other rents, issues and profits thereof shall, from henceforth, remain, continue and be to the several uses upon the trusts and to and for the intents and purposes hereinafter limited, expressed and declared of and concerning the same.

1810-7(p2:12-18)

### *Hanneswick "sold" to Isaac Espinasse*

And this Indenture further witnesseth that, for the considerations aforesaid and in further pursuance of the said Agreement, and also for and in consideration of the sum of ten shillings a piece . . . by . . . ***Isaac Espinasse (#277)*** to . . . ***Thomas Romball (#166)*** and ***Thomas Hutchins (#257)*** in hand paid at or immediately before the sealing and delivery of these presents, the respective receipts whereof are hereby acknowledged, . . . ***Thomas Hutchins***

## *Summary - Rumney Street*

R.85

(according to his Estate and Interest therein and by and with the consent and approbation of . . . Thomas Romball testified by his being a party to and sealing and delivering these presents)

hath bargained, sold, aliened and released and by these presents

(according to such his Estate and Interest therein and with such consent and approbation testified as aforesaid)

doth bargain, sell, alien and release, and . . . **Thomas Romball (#166)** hath granted, bargained, sold, aliened, released, ratified and confirmed and by these presents doth grant, bargain, sell, alien, release, ratify and confirm, unto . . . **Isaac Espinasse (#277)** in his actual possession now being by virtue of a bargain and sale to him thereof made by . . . Thomas Romball and Thomas Hutchins in consideration of five shillings a piece by Indenture<sup>15</sup> bearing date the day . . .

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<sup>15</sup>

document 1810-6: Lease for a year between Thomas Romball and Thomas Hutchins of one part and Isaac Espinasse of the other

## *Summary - Rumney Street*

R.86

before the . . . date of these presents for the term of one whole year commencing from the day next before the day of the date of the same Indenture of Bargain and Sale and by force of the Statute made for transferring uses into possession and his heirs, all those two several brick built messuages . . . known by the name of **Hanneswick** otherwise **Hannick** 1810-7 (p2:18-27)

see page R.7 for a description of this property and page R.16 for the associated documents, etc.

### *But No Dower for Any Wife of Isaac Espinasse*

To have and to hold the said several messuages, . . . hereditaments and all and singular other the premises hereby appointed, granted, released and conveyed, . . . unto . . . **Isaac Espinasse (#277)**, . . . to the several uses upon the trusts and to and for the interests and purposes hereinafter limited and expressed of and concerning the same (that is to say):

## *Summary - Rumney Street*

R.87

To the use of such person and persons, for such Estate and Estates and upon and for such trusts, intents and purposes and with, under and subject to such powers, provisos, agreements and declarations as . .

*Isaac Espinasse*, by any deed or deeds or instrument or instruments in writing, with or without power of revocation or new appointment to be sealed and delivered by him in the presence of, and attested by, two or more credible witnesses shall direct or appoint and, in default of and until such direction or appointment and so far as no such direction or appointment shall extend to the use of the said Isaac Espinasse, and his assigns, during his life without impeachment of waste and immediately from and after the determination of that estate by forfeiture or otherwise in his lifetime, To the use of . . *Robert Espinasse (#278)* and his heirs during the life of the said Isaac Espinasse, In trust for . . Isaac Espinasse and his Assigns and to prevent any wife of . . Isaac Espinasse from being entitled to dower out of the said hereditaments, or any part thereof, and

## *Summary - Rumney Street*

R.88

from and after the decease of . . . Isaac Espinasse, To the use of the heirs and assigns of the said Isaac Espinasse for ever. And upon, to or for no other use, trust, intent or purpose whatsoever. **1810-7 (p2:51-p3:1)**

### *Romball and Hutchins have the Right to Sell*

And . . . **Thomas Hutchins (#257)**, for himself, . . . doth herein covenant and declare, with and to . . . **Isaac Espinasse (#277)**, . . . that he, . . . Thomas Hutchins, hath not at any time heretofore made, done, executed, committed or willingly or knowingly suffered any deed, matter or thing whatsoever whereby, or by reason or means whereof, the said messuages, . . . and premises, hereby appointed, . . . and conveyed, . . . or any part thereof, are, is, can, shall or may be charged, impeached, incumbered or affected in title, charge, estate or otherwise howsoever.

**1810-7 (p3:1-5)**



## *Summary - Rumney Street*

R.89

And . . . **Thomas Romball (#166)**, for himself, . . . doth hereby covenant , promise and agree with and to . . . **Isaac Espinasse (#277)**, . . . in manner following (that is to say) That

(for and notwithstanding any act, . . . or thing whatsoever, made, done, . . . occasioned or suffered by him, . . . Thomas Romball or by any other person or persons lawfully or equitably claiming, . . . under or in trust for him, them . . . to the contrary)

he, . . . Thomas Romball, is at the time of the sealing and delivery of these presents, lawfully, rightfully and absolutely seised of . . . the said messuages . . . and hereditaments, hereby appointed, . . . and every part thereof, with the appurtenances of and for a good, . . . and indefeazible estate of inheritance in fee simple without any manner of condition, contingent proviso, power of revocation or limitation of any new or other use or uses or any other matter, restraint, cause or thing whatsoever to alter, change, charge, revoke, make void, lessen, incumber or determine the same (except as hereinafter is excepted) And that (for

## *Summary - Rumney Street*

R.90

and notwithstanding any such act, matter or thing as aforesaid), they, . . .  
**Thomas Romball (#166)** and **Thomas Hutchins (#257)**, . . . now have . . . good  
right, full power and lawful and absolute authority to grant, bargain, . . . and  
convey the said messuages, . . . and hereditaments hereby granted, released and  
conveyed, . . . and every part and parcel thereof, to the ?? upon the trusts and to  
and for the intents and purposes hereinbefore expressed and declared of and  
concerning the same and according to the true intent and meaning of these  
presents.

1810-7 (p3:5-15)

### *To be Enjoyed without Interruption from Romball*

And also that the said Messuages, . . . and Premises, hereby appointed, granted,  
released and conveyed, . . . and every part thereof, with the  
appurtenances, shall, from time to time and at all times hereafter, remain,  
continue and be to the uses upon the trusts and to and for the intents and  
purposes hereinbefore expressed and declared of and concerning the same, and

## *Summary - Rumney Street*

R.91

shall and may be peaceably and quietly held and enjoyed and the rents, issues and profits thereof received and taken accordingly without any let, suit, trouble, denial, eviction ejection or interruption whatsoever of or by . . . **Thomas Romball (#166)** or his heirs or of or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for him, them or any or either of them. And that free and clear, and freely and clearly, acquitted, exonerated and discharged or otherwise, by him, the said Thomas Romball, . . . or some or one of them, well and sufficiently saved, defended, kept harmless and indemnified of, from and against all and all manner of former gifts, grants, bargains, sales, leases mortgages, jointures, dowers and all right and title of dower, uses, trusts, wills, entails, statutes, recognizances, judgements, extents, executions, annuities, legacies, payments, rents and arrears of rent, forfeitures, reentries, cause and causes of forfeiture and reentry and of, from and against all and singular other estates, titles, troubles, charges and encumbrances whatsoever had made, done, executed,

## *Summary - Rumney Street*

R.92

committed or willingly or knowingly suffered by . . . **Thomas Romball (#166)** or his heirs or by any other person or persons lawfully or equitably claiming, or to claim by, from under or in trust for him or them or any or either of them

(other than and except the now residue and remainder of the 1000 years of and in the said Messuages, . . . and premises, so created as aforesaid, the now residue and remainder of which said term is hereinafter assigned, or intended so to be, to . . . **William Cook (#279)**, his . . . in manner hereinafter mentioned. And also the rents and services from henceforth to become due and payable to the Chief Lord or Lords of the fees or fees in respect of the same premises). 1810-7 (p3:15-28)

And moreover that the said **Thomas Romball (#166)** and his heirs, and all and every other person . . . having or lawfully or equitably claiming . . . any Estate right, title or interest of, in, to or out of the said Messuages, . . . Premises, hereby appointed, granted, released and conveyed, . . . or any part or parcel thereof, by, from, through, under or in trust for him . . . shall and will from time to time and at

## *Summary - Rumney Street*

R.93

all or any time or times hereafter upon every reasonable request, and at the proper costs and charges in the law of . . . *Isaac Espinasse (#277)*, his . . . make do, acknowledge, levy, suffer and execute . . . all and every such further and other lawful and reasonable acts, deeds, things, devices, conveyances and assurances in the Law whatsoever for the further better and more perfect and absolute directing, limiting, appointing, granting, releasing, conveying, assuring and confirming the said Messuages, . . . and Premises, hereby appointed, granted, . . . and every or any part thereof, with the appurtenances, To the uses upon the trusts and to and for the intents and purposes hereinbefore expressed and declared of and concerning the same or otherwise as . . . Isaac Espinasse, his . . . shall direct or appoint be the same by fine, feoffment, common recovery, deed, inrolled<sup>16</sup> or not inrolled or any other matter of record or otherwise howsoever as by . . . Isaac Espinasse, his . . . or his or their Counsel in the law, shall be reasonably advised or devised and required and so as no such further

## *Summary - Rumney Street*

R.94

assurance or assurances do contain or imply any further or other warranty or Covenant than against the person or persons who shall be required to make and execute the same and his, her or their respective Heirs, Executors and Administrators, acts and deeds only and so as the person or persons who shall be required to make and execute any such further assurance or assurances be not compelled or compellable for the making or doing thereof to go or travel from his, her or their dwelling or dwellings or usual place or places of abode **1810-7 (p3:28-41)**

*But now John, Thomas and Clement Taylor seem to have sold the Messuages, etc. to William Cook but - see **pages R.82 and R.92.***

And this Indenture further witnesseth that, in further pursuance of the said Agreement and in consideration of the £500 so paid to . . . **John Taylor (#272), Thomas Taylor (#273)** and **Clement Taylor (#274)** as aforesaid and also for and in consideration of the sum of ten shillings a piece . . . to . . . John Taylor, Thomas Taylor and Clement Taylor, by . . . **William Cook (#279)**, at or immediately before

## *Summary - Rumney Street*

R.95

the sealing and delivery of these presents, the respective receipts whereof are hereby also acknowledged, . . . John Taylor, Thomas Taylor and Clement Taylor (at the request and by the direction of the said **Thomas Romball (#166)** testified as aforesaid)

have . . .

(at the nomination and appointment and with the privity, consent and approbation of . . . **Isaac Espinasse (#277)**, testified as aforesaid)

bargained, sold, assigned, transferred and set over and by these presents do . . . bargain, sell, assign, transfer and set over unto . . . **William Cook (#279)**, . . .<sup>17</sup> All

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<sup>17</sup>

at this stage the scriptor realised that, if his writing continued at the same size, he would need another page to complete the document. His writing gets smaller and there are fewer capital letters, the number of words per line increases from just over thirty to well over forty

## *Summary - Rumney Street*

R.96

those the . . . Messuages, . . . Premises, hereinbefore mentioned to be appointed, granted, released and conveyed and comprised in the said term of 1000 years created by the said recited Indenture of Release of 27<sup>th</sup> December 1800<sup>18</sup> and now vested in them, . . . ***John Taylor (#272), Thomas Taylor (#273) and Clement Taylor*** for the purposes aforesaid. And all the Estate Right Title, term and terms of years yet to come and unexpired, trust, property, claim and demand whatsoever, both at law and in equity of . . . John Taylor, Thomas Taylor and Clement Taylor of, in, to or out of the said Messuages, . . . Premises, every or any part or parcel thereof. 1810-7 (p3:41-51)

To have and to hold the said messuages, . . . and premises thereby assigned, . . . with their . . . appurtenances unto . . . ***William Cook (#279)***, . . . from henceforth for and during all the rest . . . now to come . . . of the 1000 years thereof created,



## *Summary - Rumney Street*

R.97

freed and absolutely discharged of and from the payment of the £500 and the interest thereof hereinbefore mentioned to have been secured to . . . **John Taylor (#272), Thomas Taylor(#273) and Clement Taylor (#274)**, their . . . on Mortgage of the said hereditaments and premises comprised in the said term of 1000 years. In trust, nevertheless, for . . . **Isaac Espinasse (#277)**, his heirs . . . and to be disposed of in the meantime as he . . . shall direct or appoint and to the intent that the ?? may, from henceforth, wait, attend upon and go along with the several uses, trusts and estates hereinbefore limited, declared and created of the inheritance of the said hereditaments and premises in order to protect the same from all ?? charges and encumbrances, if any such there be, and to strengthen and confirm such uses, trusts and estates.

## *Summary - Rumney Street*

R.98

And the said ***John Taylor (#272), Thomas Taylor (#273) and Clement Taylor (#274)*** do hereby, for themselves severally and respectively, . . . and not the one for the others or other of them but each of them for himself, his heirs, . . . acts and deeds only covenant and declare with and to . . . ***William Cook (#279)***, . . . and also with and to . . . ***Isaac Espinasse (#277)***, . . . that . . . ***John Taylor (#272), Thomas Taylor (#273) and Clement Taylor (#274)*** have not, nor any or either of them, hath at any time heretofore, made, done, . . . or willingly or knowingly suffered any act, deed, matter or thing whatsoever whereby, or by reason or means whereof the said Messuages, . . . and premises hereinbefore mentioned to be hereby assigned or expressed and intended so to be or the term of 1000 years therein, or any part thereof, are, is, will, shall or may be assigned, surrendered, charged, impeached or encumbered in the estate or otherwise howsoever.

1810-7 (p3:51-60)

# *Summary - Rumney Street*

R.99

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

The mark X (seal) and  
Seal of Thomas X Romball

John (seal) Taylor

Tho. (seal) Hutchins

Thos. (seal) Taylor

Clem. (seal) Taylor

Robert (seal) Espinasse

(seal)

William (seal) Cook

## *Summary - Rumney Street*

R.100

The four pairs of seals and signatures are on the same line. There is no signature with the seal under that of Clement Taylor but the initials "I" and "E" (Isaac Espinasse) have been written where the signature would be expected. The initials "C" and "T" can also be seen under Clement's signature.

The cross made by Thomas Romball is always a vertical cross; here there are two crosses, the one on the left an "X" and that on the right a vertical cross. but the name "Thos. Hutchins" look like a signature.

The receipts for £400 and £500 are recorded on the outside of this document:

# Summary - Rumney Street

R.101

## Monies Received - £500

Received the Day and Year first within }  
written by us, the within named *John Taylor (#272), Thomas* }  
*Taylor (#273) and Clement Taylor (#274)* of and from the within } 500£  
also named *Isaac Espinasse (#277)*, the sum of Five hundred }  
Pounds being the Consideration Money within }  
mentioned to be paid by him, to us, As witness }  
our Hands }

Witness to the signing by the said  
John Taylor  
Jn. Lake

Jn. Taylor<sup>19</sup>  
Thos. Taylor  
Clem. Taylor

---

19

signatures as with seals; that of John Taylor was witnessed by  
Jn. Lake and the other two by Rich. Crow

## *Summary - Rumney Street*

R.102

Witness to the signing by        }  
the said Thomas Taylor        }  
and Clement Taylor            }  
                                  Rich. Crow

Signed, Sealed and Delivered by the    }  
within named Isaac Espinasse in        }  
the presence of                            }

There does not appear to be a signature for Isaac Espinasse which was also missing from the end of the Indenture

# Summary - Rumney Street

R.103

## Monies Received - £400

Received the Day and Year first within written }  
by me, the within named **Thomas Romball (#166)** }  
of and from the within also named **Isaac Espinasse (#277)** }  
the sum of Four Hundred Pounds being the } 400£  
Consideration Money within mentioned to be }  
paid by him to me. As witness my hand }

Witness The Mark  
Rich. Crow of Thomas X Romball

James Bacon, Clerk to Mess<sup>rs</sup>  
Rhodes Cook & Handley, Solicitors  
Clerkenwell

## *Summary - Rumney Street*

R.104

### *Signed, Sealed and Delivered*<sup>20</sup>

There are no signatures here except those of the witnesses:

Signed, Sealed and Delivered by the  
within named ***Thomas Hutchins (#257)*** in the presence of  
Rich. Crow Sevenoaks  
Jn. Lake

Signed, Sealed and Delivered by the within named ***John Taylor (#272)*** in the presence of  
Jn. Lake, Clerk to Mr.Crow

---

<sup>20</sup>

but no indication of what was delivered



# *Summary - Rumney Street*

R.105

Signed, Sealed and Delivered by the within named **Thomas Taylor (#273)** and **Clement Taylor (#274)** in the presence of  
Rich. Crow

Signed, Sealed and Delivered by the }  
within named **Thomas Romball (#166)** }  
**Robert Espinasse (#278)** and **William Cook (#279)** }  
in the presence of

Rich. Crow      James Bacon

Signed, Sealed and Delivered by the }  
within named Thomas Romball, }  
Robert Espinasse and William Cook }  
In the presence of

Rich. Crow      James Bacon

## *Summary - Rumney Street*

R.106

The Abstract of Title, Rumney Street (Document 1842-1) includes a summary of this Appointment and Release (dated 17 February 1810).

### *The Espinasse Family*

Although the details given below are repeated in various of the following documents, this section gives an overview of the Espinasse family.

The first mention of the Espinasse family is in 1810 when

**Isaac Espinasse (#277)** of **Bexley**, and of **Chancery Lane, London**, Esquire, appears to become the owner of the Messuages, etc. which are the subject of these indentures. The documents are drawn up in such a way as “to prevent any wife of . . . Isaac Espinasse from being entitled to dower out of the said hereditaments, or any part thereof, and from and after the decease of . . . Isaac Espinasse”. The method for doing this seems to be to specify that the messuages, etc. shall be “to the use of . . . **Robert Espinasse (#278)** and his heirs during the life of . . . Isaac Espinasse “ But this part of the release ends by

## *Summary - Rumney Street*

R.108

assigning the messuages, etc. "To the use of the heirs and assigns of the said Isaac Espinasse for ever. And upon, to or for no other use, trust, intent or purpose whatsoever."

Robert's relationship to Isaac is not known but they could be brothers.

The conveyance of two cottages, dated 29<sup>th</sup> November 1828, has three parties:

- ***Isaac 'Espinasse (#277)*** of ***Hextable House*** in the County of Kent, Esquire (where he lived until his death)
- ***James 'Espinasse (#282)*** of ***Grays Inn***, Esquire
- ***Robert 'Espinasse (#278)*** of ***Mitre Court Buildings, London***, Esquire

1828-3 (1-3)

## *Summary - Rumney Street*

R.109

James is Isaac's son and "in consideration of the natural love and affection" Isaac has for him, he sells (gives?) him two cottages, etc. which could be part of the estate which is the subject of these indentures. Although these are "to the use of" James "during his natural life without impeachment of waste", they were to be "To the use of . . . **Robert 'Espinasse (#278)**, . . . during the life of . . . **James 'Espinasse (#282)**. In Trust for the said James 'Espinasse and his Assigns (and to prevent dower)".

Isaac Espinasses wrote his will on 18<sup>th</sup> September 1833; he died on 14th February 1834 with the will being proved on 17<sup>th</sup> March 1834 by his son, James Espinasse and James's wife, **Susanna Elizabeth (#286)**.

The lease of 11<sup>th</sup> May 1834 was therefore written after the death of **Isaac Espinasse (#277)**. By this time James had moved from Grays Inn and was then of **Mitre Court** in the City of **London**. He was described as a Barrister at Law and his father's only son and heir at law and in gavelkind and also the sole devisee

## *Summary - Rumney Street*

R.110

named in his father's will. Isaac had, however, left an annuity of £200 to his daughter-in-law, ***Susanna Elizabeth (#286)***.

James wanted to sell the estate to ***James Black Miskin (#285)*** but the annuity to his wife complicated the situation. Before the Release Indenture could be drawn up, Susanna Elizabeth was interviewed by ***Sir William Bolland***, Knight, who certified that she agreed with the arrangements and was "of full age and competent and under-standing and that she was examined by me, apart from her husband touching her knowledge of the contents of the said deed and that she freely and voluntarily consented to the same".

## *Conveyance of Two Cottages 1828*

The next document (from those investigated) which mentions Rumney Street is the Conveyance by Isaac 'Espinasse<sup>21</sup> of two cottages in Rumney<sup>22</sup> Street, Shoreham, to James 'Espinasse. There is no mention of these cottages in the description of the buildings, land, etc. which are the subject of the other Rumney Street documents but Isaac and Robert Espinasse are mentioned in the Appointment and Release of 1810. The Abstract of Title, Rumney Street (Document 1842-1) includes a summary of this document.

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<sup>21</sup> this name has " ' " before it in this document but not the others

<sup>22</sup> "Romney" throughout

## *Summary - Rumney Street*

R.112

There are three parties to the Indenture dated 29<sup>th</sup> November 1828:

- ***Isaac 'Espinasse (#277)*** of ***Hextable House*** in the County of Kent, Esquire, of the first part,
- ***James 'Espinasse (#282)*** of ***Grays Inn***, Esquire, of the second part (James is Isaac's son)

and

- ***Robert 'Espinasse (#278)*** of ***Mitre Court Buildings, London***, Esquire, of the third part.

1828-3 (1-3)

Witnesseth that in consideration of the natural love and affection of . . . ***Isaac 'Espinasse (#277)*** for and towards his son, . . . ***James 'Espinasse (#282)***, he, . . . Isaac 'Espinasse, doth hereby grant, bargain, . . . and confirm unto . . . James 'Espinasse (in his actual possession now being by virtue of a bargain and sale to



## *Summary - Rumney Street*

R.113

him thereof made by . . . Isaac 'Espinasse in consideration of five shillings by Indenture dated (28th November 1828) for one year from the day before the date of the same Bargain and Sale<sup>23</sup> and by force of the said Statute made for transferring uses into possession), and to his heirs and assigns, **All** those two cottages with the yards, gardens and outbuildings thereto belonging situated in Rumney Street, . . . now or late in the occupation of **David Brann (#283)** or his undertenants as Tenant thereof, to the said Isaac 'Espinasse. **Together** with all ways, rights, members and appurtenances to the said cottages and premises belonging or appertaining. **And** the reversion and reversions, remainder and remainders, rents, issues and profits thereof. **And** all the Estate Right, title,

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23

neither of these documents is among those investigated and neither of them is mentioned in the Abstract of Title

## *Summary - Rumney Street*

R.114

interest, claim and demand of . . . **Isaac 'Espinasse (#277)** in . . . the . . . cottages and premises aforesaid. To have and to hold the said cottages and all and singular other the hereditaments and premises hereinbefore granted and released, with their appurtenances, unto the said **James 'Espinasse (#282)**, . . . to the uses following (that is to say) to such use . . . and to and for such Estate and Estates and upon such trusts and chargeable in such manner and subject to, with and under such powers, provisos, conditions, limitations, declarations and agreements as . . . James 'Espinasse, at any time or times, by any deed or deeds, instrument or instruments, in writing to be sealed and delivered by him, shall direct, limit or appoint and in default of and until and subject to any and every such appointment.

1828-3 (3-15)

To the use of . . . **James 'Espinasse (#282)**, and his Assigns, during his natural life without impeachment of waste and after the determination of that Estate by any means in his life time. To the use of . . . **Robert 'Espinasse (#278)**, . . . during the life of . . . James 'Espinasse. In Trust for the said James 'Espinasse and his

## *Summary - Rumney Street*

R.115

Assigns (and to prevent dower). And subject to the several uses aforesaid. To the use and behoof of the said James 'Espinasse, his heirs and assigns, for ever.

1828-3 (15-20)

And . . . Isaac 'Espinasse, for himself, his heirs, . . . doth hereby covenant with . . . James 'Espinasse, . . . that the said cottages, hereditaments and premises hereinbefore conveyed, with their appurtenances, shall and lawfully may for ever hereinafter remain To the uses hereinbefore limited and shall and may accordingly be held and enjoyed and the rents and profits thereof be received and taken by . . . **James 'Espinasse (#282)**, . . . without any interruption or denial of or by . . . **Isaac 'Espinasse (#277)**, or his heirs or any person claiming . . . And moreover, that . . . James 'Espinasse and his heirs and all persons lawfully or equitably claiming or to claim by, from, through, under or in trust for him or them, shall and will, at all times hereafter, upon every reasonable request and at the costs of . . . James 'Espinasse, . . . make, do and execute . . . all such further and other lawful and reasonable conveyances and assurances of the said cottages, hereditaments and premises, with the appurtenances, unto . . . James

## *Summary - Rumney Street*

R.116

'Espinasse, . . . To the uses aforesaid or otherwise as he or they shall direct as by . . . James 'Espinasse, his heirs or assigns, or his or their Counsel shall be reasonably required. 1828-3 (20-28)

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

James (seal) Espinasse                      (seal)                      (seal)<sup>24</sup>  
1828-3 (28-29)

Signed, sealed and delivered by the    }  
within named ***Isaac Espinasse***        }  
in the presence of                      ***Isabella 'Espinasse (#296)***

## *Summary - Rumney Street*

R.117

### *Lease and Release 1834*

As was usual, this Lease for a year and the Release are dated on consecutive days - 11<sup>th</sup> and 12<sup>th</sup> May.

Isaac Espinasse wrote his will on 18<sup>th</sup> September 1833; he died on 14th February 1834 with the will being proved on 17<sup>th</sup> March 1834 by his son, James Espinasse and his wife, Susanna Elizabeth.

# Summary - Rumney Street

R.118

## Lease 1834

The parties to this lease were:

- **James Espinasse (#282)** of **Grays Inn** but now of **Mitre Court** in the City of **London**, Esquire, Barrister at Law, the only son and heir at law and in gavelkind and also sole devisee named in the last will and testament of **Isaac Espinasse (#277)** heretofore of **Bexley**, . . . and Chancery Lane, London, but late of **Hextable House** in the parish of **Sutton at Hone** . . . Esquire, deceased, of the one part

and

- **James Black Miskin (#285)** of **Dartford** . . . brewer, of the other part.

1834-5 (2-6)

Witnesseth that for and in consideration of the sum of five shillings . . . to . . . James Espinasse in hand well and truly paid by . . . James Black Miskin at or before the sealing and delivery of these presents the receipt whereof is hereby

## *Summary - Rumney Street*

R.119

acknowledged . . . James Espinasse hath bargained and sold . . . unto . . . James Black Miskin, . . . all those two several brick built messuages or tenements or dwellinghouses now or heretofore called or known by the name of **Hannesnick** otherwise **Hannick** . . . 1834-5 (6-11)

see [page R.7](#) for a description of this property

To have and to hold the said Messuages . . . and Premises above mentioned and intended to be hereby bargained and sold with their and every of their appurtenances unto the said **James Black Miskin (#285)**, . . . from the day next before . . . 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

## *Summary - Rumney Street*

R.120

ended. Yielding and paying therefore, unto . . . **James Espinasse (#282)**, . . . the rent of one pepper corn, on the last day of the said term, if the same shall lawfully be demanded. To the intent and purpose that, by virtue of these presents and by force of the Statute made for the transferring of uses into possession, . . . **James Black Miskin (#285)**, may be in the actual possession of the said Messuages . . . and premises mentioned and intended to be hereby bargained and sold with every part and parcel thereof with the appurtenances and may thereby be enabled to accept and take a grant and release of the same and of the reversion and inheritance thereof to him, . . . James Black Miskin, . . . to, for and upon such uses, ends, intents and purposes as by an Indenture already prepared and intended to bear date the day next after the . . . date of these presents and to be made<sup>25</sup> between:

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25

from "To have and to hold" (line 35) to here, the text is practically identical to the Lease of 1800 except for the change of names



## Summary - Rumney Street

R.121

- the said **James Espinasse (#282)** and **Susanna Elizabeth (#286)**, *his wife*, of the first part,
  - **James Black Miskin (#285)** of the second part,
- and
- **John Verrier (#288)** of **Dartford** aforesaid<sup>26</sup>, gentleman, of the third part, shall be declared or expressed of and concerning the same. **1834-5 (35-44)**

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

James (seal) 'Espinasse<sup>27</sup>

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<sup>26</sup> it is "Dartford" which is mentioned earlier; this is the first time John Verrier is mentioned

<sup>27</sup> this signature definitely has the " ' " before the surname showing that this was the way their name was written by the Esoinasses themselves

## *Summary - Rumney Street*

R.122

### *Susanna Elizabeth Acknowledges her Consent to the Release*

Before the Release could be formalised, it had to be shown that the wife of James Espinasse participated in the transaction in her own right. Attached to the Release is a printed form with the date, names and places hand written, its purpose being to show that this was so.

**These are to Certify** that on 12<sup>th</sup> May 1834 before me, the undersigned, **Sir William Bolland**, Knight, appeared personally, **Susanna Elizabeth (#286)**, the wife of **James Espinasse (#282)**, . . . and produced a certain Indenture:

marked **A<sup>28</sup>** bearing date 12<sup>th</sup> May 1834 and made between . . . James Espinasse and Susanna Elizabeth, his wife, of the first part

## *Summary - Rumney Street*

R.123

and **James Black Miskin (#285)** of **Dartford** . . brewer, of the second part  
and **John Verrier (#288)** of Dartford,. . gentleman, of the third part  
and acknowledged the same to be her Act and Deed.

And I DO HEREBY CERTIFY, that . . Susanna Elizabeth Espinasse was, at the  
time of her acknowledging the said deed, of full age and competent and  
under-standing and that she was examined by me, apart from her  
husband touching her knowledge of the contents of the said deed and  
that she freely and voluntarily consented to the same

W. Bolland<sup>29</sup>

EXAMIN'D (stamp) Tho. Sherword<sup>30</sup>  
Clerk of the Enrolment of Certificates, Etc.

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29 signature

30 signature

## *Summary - Rumney Street*

R.124

But this examination by W. Bolland was not sufficient since the Release contains the following instructions:

that . . . Susanna Elizabeth, . . . shall and will forthwith, or as soon as conveniently may be after the execution of these presents, at the costs and charges of him, . . . James Espinasse, his heirs . . . appear before a Judge of one of the superior Courts at Westminster or a Master in Chancery or before two of the Perpetual Commissioners appointed pursuant to the provisions of the act in that behalf made and shall and will produce these presents and acknowledge the same to be her act and deed before the same Judge, Master or Commissioners & to be examined by them, apart from the said James Espinasse, her husband, touching her knowledge of the contents of these presents and her free and voluntary consent thereto and do all such other acts and things as are required by the said Act for completing and giving effect to such separate examination of and acknowledgement by the said Susanna Elizabeth Espinasse as aforesaid.

1834-6 (p3:3-10)

# *Summary - Rumney Street*

R.125

## *Release 1834*

This Indenture is described as a Release to Uses and Appointment of a Freehold Estate situated in the Parishes of Shoreham and Kingsdown. It is both complex and verbose and very difficult to summarise.

It was made, on 12<sup>th</sup> May 1834, between:

- **James Espinasse (#282)** of **Grays Inn** but now of **Mitre Court** in the City of **London**, Esquire, Barrister at Law, the only son and Heir at Law and in Gavelkind and also sole devisee named in the last will and testament of **Isaac Espinasse (#277)** heretofore of **Bexley**, . . . and Chancery Lane, London, but late of **Hextable House** in the parish of **Sutton at Hone** . . . Esquire, deceased, and **Susanna Elizabeth (#286)**, the wife of . . . James Espinasse of the first part
  - **James Black Miskin (#285)** of **Dartford** . . . brewer, of the second part
- and

# *Summary - Rumney Street*

R.126

- ***John Verrier (#288)***, of Dartford, gentleman, of the third part.

1834-6 (p1:1-5)

John Verrier is not mentioned again until page 3 of the document when he appears to have the land, etc. “ in trust, as aforesaid, to the use of . . James Black Miskin”.

## ***References to Documents of 1810 and 1828***

Whereas by Indentures of Lease and Appointment and Release<sup>31</sup> bearing date respectively 16<sup>th</sup> and 17<sup>th</sup> February 1810 . . Messuages . . and hereditaments hereinafter . . mentioned and described and intended to be hereby appointed,

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31

documents 1810-6 and 1810-7 (see page R.70 for the Appointment and Release)

## *Summary - Rumney Street*

R.127

released and conveyed with the appurtenances, were limited conveyed and assured, to the use of such person or persons, for such estate and estates and upon such trusts, intents and purposes as . . . **Isaac Espinasse (#277)**, by any deed or deeds, instrument or instruments, in writing with or without power of revocation and new appointment to be sealed and delivered by him in the presence of and attested by two or more credible witnesses should direct or appoint and, in default thereof, to the use of . . . Isaac Espinasse and his assigns for his life with remainder to the use of . . . **Robert Espinasse (#278)** and his heirs during the life of . . . Isaac Espinasse and his assigns with remainder to the use of the heirs and assigns of . . . Isaac Espinasse, for ever.<sup>32</sup> **1834-6 (p1:6-12)**

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32

from line 4, Isaac had died by 1834 when this indenture was written; lines 9 to 12 describe the position in 1810 when this land, etc. went to Isaac Espinasse - see document 1810-7

## *Summary - Rumney Street*

R.128

And whereas, by Indenture of Release executed in the presence of, and attested by, one witness only bearing date 29<sup>th</sup> November 1828<sup>33</sup> and made by . . **Isaac Espinasse (#277)**. . **James Espinasse (#282)** . . and **Robert Espinasse (#278)**. .

Isaac Espinasse, in consideration of the natural love and affection towards his son, . . James 'Espinasse, did grant, bargain, sell, alien, release and confirm unto . . James 'Espinasse, . . part of the hereditaments hereinafter mentioned, described and intended to be hereby appointed, released and conveyed by the description of "**All** those two Cottages with the yards and outbuildings thereto belonging situated in **Rumney Street**, . . now or late in the occupation of **David Brann (#283)** or his Undertenants as Tenant thereof, to the said Isaac Espinasse". To such use and uses and to and for such Estate and Estates and



## *Summary - Rumney Street*

R.129

upon such Trusts and chargeable in such manner and subject to, with and under such powers, provisos, . . . and agreements as . . . James Espinasse, at any time . . . by any deed or deeds, instrument or instruments, in writing to be sealed and delivered by him, should direct, limit or appoint and, in default thereof, to the use of . . . **James Espinasse (#282)**, . . . during his natural life with remainder.<sup>34</sup> To the use of . . . **Robert Espinasse (#278)**, his Executors and Administrators, during the natural life of . . . James Espinasse. In Trust for . . . James Espinasse . . . with remainder to the use of . . . James Espinasse, his heirs and assigns for ever.

1834-6 (p1:12-20)

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34

this section is similar to, but not identical with, the Conveyance of 1828 - document 1828

## *Summary - Rumney Street*

R.130

And whereas . . . James Espinasse (#282), by the authority of his said father and on behalf of himself and his said father, on or about 26<sup>th</sup> December<sup>35</sup> last, by a letter or memorandum in writing, agreed with . . . **James Black Miskin (#285)**, for the sale to him of the fee simple and inheritance of and in the whole of the said Messuages or Dwelling Houses, . . . and hereditaments hereinafter particularly mentioned and described and intended to be hereby appointed, released and conveyed, with the appurtenances, free from all encumbrances (except Quit rents, if any) for £425.

1834-6 (p1:20-23)

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35

26th December 1833; no document of this date in the batch of documents investigated

## *Summary - Rumney Street*

R.131

### *Isaac's Will*

And whereas . . . **Isaac Espinasse (#277)**, by his last will and testament in writing bearing date on or about 18<sup>th</sup> September last and duly executed for passing real estates, gave, devised and bequeathed to his dear son . . . **James Espinasse (#282)**. all his estate and property of every kind and description to him and his heirs and assigns for ever subject, nevertheless, and charged and chargeable to and with one annuity or yearly rent charge of £200 a year to his much loved daughter in Law . . . **Susanna Elizabeth Espinasse (#286)**, his wife, for and during the term of her natural life, in manner following (that is to say) £40 a year part of the said sum quarterly from the time of his, the said testator's death, when his said son would become entitled to all his property, to and for her sole and separate use in case of his death that she should immediately become intitled to the whole sum of £200 yearly by quarterly payments for the full end and term of her natural life and to be taken and received by her for and in lieu of

## *Summary - Rumney Street*

R.132

dower and as a jointure to be enjoyed by her. And he<sup>36</sup> thereby appointed his said son and daughter in law executor and executrix of his said will.

1834-6 (p1:23-29)

### *The Sale to be Carried into Execution*

And whereas . . . ***Isaac Espinasse (#277)*** departed this life on or about the 14<sup>th</sup> February last, without altering or revoking his said will and the same was proved in the prerogative Court of Canterbury by . . . ***James Espinasse (#282)*** and ***Susanna Elizabeth (#286)***, his wife, on the 17<sup>th</sup> March last. And whereas the said Parties hereto have agreed that the said agreement for sale should be carried into Execution and the said ***James Black Miskin (#285)*** hath requested that the said hereditaments may be conveyed to the uses hereinafter mentioned. Now this Indenture Witnesseth that, in pursuance of the said agreement, and for

## *Summary - Rumney Street*

R.133

the valuable consideration hereinafter mentioned to be paid to . . . James Espinasse and Susanna Elizabeth, his wife, *He*, . . . James Espinasse, in pursuance and exercise of the power and authority to him given and reserved in and by the said hereinbefore recited Indenture of Release of 28<sup>th</sup> November 1828<sup>37</sup> and as to and concerning such parts of the hereditaments hereinafter described as are comprised in the said last mentioned Indenture of Release and in pursuance and exercise of all and every other powers and power, authorities and authority him there unto enabling

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<sup>37</sup>

this was the day before the Conveyance of 1828 (document 1828); when this document was Abstracted there is a query in the margin as to whether this date should be the 29th in which case the reference would be to the Conveyance.

## *Summary - Rumney Street*

R.134

doth,

by this present Deed in Writing, by him sealed and delivered in the presence of, and attested by the two credible persons whose names are, or are intended to be, endorsed hereon as witnesses to his sealing and delivery hereof

absolutely and irrevocably direct, limit and appoint that the said messuages or dwelling houses and hereditaments comprised in the said hereinbefore recited Indenture of 28<sup>th</sup> November 1828, being part of the hereditaments hereinafter particularly mentioned and described and granted and released with the appurtenances. **And** the reversion and reversions, remainder and remainders, rents, issues and profits thereof, shall, from henceforth go, remain, continue and be to the uses and upon the trusts hereinafter mentioned and declared.

1834-6 (p1:29-39)

## *Summary - Rumney Street*

R.135

And this Indenture further witnessed that, in further pursuance of the said Agreement and for and in consideration of £425 to them, . . . **James Espinasse (#282)** and **Susanna Elizabeth (#286), his wife**, . . . paid, by . . . **James Black Miskin (#285)** before the sealing and delivering of these presents, the receipt hereof, in full, for the absolute purchase of the fee simple and inheritance free from all encumbrances (except Quit rents, if any) and particularly free from the said annuity . . . and all dower and freebench of . . . Susanna Elizabeth Espinasse (if any) of and in the said messuages or dwellinghouses, pieces or parcels of land, hereditaments and premises hereinafter mentioned and described and intended to be hereby appointed, released and conveyed, with the appurtenances, . . . James Espinasse and Susanna Elizabeth, his wife, do . . . hereby admit and acknowledge and of and from the same, and every part thereof, do . . . acquit, release and discharge . . . **James Black Miskin**, his . . . assigns, for ever, by these presents. **James Espinasse** doth hereby grant, bargain, sell, alien, release and confirm And to the intent that the said Messuages . . . and hereditaments may be full and effectively released and discharged from the said annuity . . . of £200 so charged by the . . . will of . . . Isaac Espinasse , deceased, and payable to . . .

## Summary - Rumney Street

R.136

**Susanna Elizabeth Espinasse (#286)** . . . and of and from all dower thirds and freebench and right and title of or to dower thirds or free bench (if any) which she, . . . Susanna Elizabeth Espinasse, now hath or can, shall or may at any time or times hereafter have claim, challenge or demand of, in, to or out of the said hereditaments and premises, **She**, . . . Susanna Elizabeth Espinasse, doth hereby grant, bargain, sell, remise, release, quit claim and confirm unto . . .

### **James Black Miskin (#285)**

(in his actual possession now being by virtue of a bargain and sale to him thereof made by . . . **James Espinasse (#282)** for one year in consideration of five shillings by an Indenture bearing the date the day . . . before the . . . the date of these presents<sup>38</sup> and by force of the statute of uses)

and to his heirs . . . all those two several Brick built Messuages or Tenements or Dwellinghouses now or heretofore called or known by the name of **Hannesnick** otherwise **Hannick** with the Yards . . .

1834-6 (p1:39- p2:9)



## Summary - Rumney Street

R.137

See [page R.7](#) for a description of these buildings and land.

. . . And the reversion and reversions, . . . and profits thereof . . . And all the Estate right title, interest, . . . claim and demand whatsoever of them, . . . **James Espinasse (#282)** and **Susanna Elizabeth (#286)**, his wife, . . . both at Law and in Equity of, in, to or out of the said hereditaments and premises, . . . thereof. Together with all deeds, muniments of title, evidences and writings in the hands, custody, power or control of . . . James Espinasse concerning or relating to the same. To have and to hold the said messuages . . . and premises hereinbefore particularly mentioned and described and . . . or so intended to be, and every part thereof with the appurtenances, freed and absolutely discharged of and from the said annuity . . . £200 and of and from all dower thirds and freebench and right and title of or to dower thirds or freebench (if any) of . . . Susanna Elizabeth Espinasse, of, in, to or out of the same unto . . . **James Black Miskin (#285)**, his heirs . . . To the uses upon the trusts and for the ends, intents and purposes hereinafter mentioned, expressed and declared of and concerning the same.

1834-6 (p2:29-36)

## *Summary - Rumney Street*

R.138

And it is hereby declared and agreed by and between the said Parties hereto that as well the direction, limitation and appointment as the grant, release and confirmation hereinbefore made and contained shall operate and enure To the use of such person or persons, for such Estate and Estates, interest and Interests, upon such trusts and for such ends, intents and purposes and charged and chargeable in such manner and form and either absolutely or conditionally and in such manner in every respect as the said **James Black Miskin (#285)** shall, at any time . . . hereafter, by any deed or deeds, with or without Power of Revocation and new appointment to be, by him, duly executed, direct limit or appoint of or concerning the same, or any part thereof, and for want or in default of such direction, limitation or appointment and in the mean time till the same shall be made and take effect and subject to any partial direction, limitation or appointment **To the use** of the said James Black Miskin, . . . for the term of his

## *Summary - Rumney Street*

R.139

natural life and from and after the determination of that Estate, by any means in his life time. To the use of . . . **John Verrier (#288)** and his heirs during the natural life of . . . James Black Miskin. ***In trust*** nevertheless to the said James Black Miskin and his assigns. **1834-6 (p2:36-43)**

## *Summary - Rumney Street*

R.140

### *Deed Marked "A"*

Page 3 has (A) at the top and the following lines have been written (vertically) down the left hand side. They probably record the appearance of Susanna before the Judge, Master or Commissioner, as required by lines 2 to 10 of this page of the Indenture (see also [pages R.107, 122](#)):

*This Deed* marked (A) was this twelfth day of May One thousand Eight hundred and thirty four produced before me and acknowledged by **Susanna Elizabeth Espinasse (#286)** therein named to be her act and deed and previous to which acknowledgement . . . Susanna Elizabeth Espinasse was examined by me separately and apart from her Husband touching her knowledge of the contents of the said Deed and her consent thereto and declared the same to be freely and voluntarily executed by her.

W?. Bolland

# *Summary - Rumney Street*

R.141

## *Page 3 of the Release*

The first phrase of this section was written at the bottom of page 2:

And after the determination of

The Estate so limited in use to . . . **John Verrier (#288)** and his heirs, in trust, as aforesaid, to the use of . . . **James Black Miskin (#285)**, his heirs . . . forever, And . . . **James Espinasse (#282)**, for himself, his heirs, . . . and for . . . **Susanna Elizabeth (#286), his wife**, she hereby consenting, doth hereby covenant with . . . James Black Miskin, his heirs . . . **1834-6 (p3:1-3)**

see **page R.124**

## *Summary - Rumney Street*

R.142

And . . . **James Espinasse (#282)** for himself, his heirs, . . . doth hereby further covenant and declare with and for . . . **James Black Miskin (#285)**, his heirs, . . . in manner following (that is to say) That notwithstanding any act, deed, matter or thing whatsoever by him, . . . James Espinasse, or by . . . **Isaac Espinasse (#277)**, deceased, . . . made, . . . to the contrary, he, . . . James Espinasse, at the time of executing these presents, is and standeth lawfully and absolutely seized in fee simple of and in the Messuages . . . and premises hereby appointed, released and conveyed, . . . with the appurtenances without any condition, use, trust, restriction or other cause, matter or thing whatsoever to defeat, alter, charge, make void, incumber or otherwise prejudicially affect the same otherwise than as appears by these presents. **And** also that for and notwithstanding any such act, deed, . . . as aforesaid, he, . . . James Espinasse, now hath in himself good right and full power and authority to direct, . . . grant, . . . the said hereditaments and premises in manner aforesaid . . . **And** further that the said Messuages . . . and

## *Summary - Rumney Street*

R.143

premises, . . shall and may, at all times hereafter, go, remain and continue and be to the uses and upon the trusts aforesaid and the rents and profits thereof had received and taken accordingly without any let, suit, . . from or by . . James Espinasse or any person or persons lawfully or equitably claiming . . by, from or through, under or in trust for him or by, from or under the said Isaac Espinasse, deceased. ***And that*** free and clear . . and absolutely acquitted, exonerated and discharged, or otherwise by and at the expense of . . James Espinasse, his heirs . . well and effectually saved, defended, kept harmless and indemnified of, from and against all former and other gifts, grants, leases, mortgages, jointures, dowers, annuities, uses, trusts, wills, entails, settlements, statutes, judgements, extents, executions, titles, charges, claims, demands and encumbrances whatsoever already, or at any time or times hereafter to be had, made, . . or suffered by them, . . ***James Espinasse (#282)*** and ***Isaac Espinasse (#277)***, deceased, or either of them or any person or persons claiming as aforesaid.

1834-6 (p3:10-26)

## *Summary - Rumney Street*

R.144

And moreover that he, . . . James Espinasse, and all and every other person and persons lawfully or equitably claiming, or to claim, and estate, right, title or interest of, in, to or out of the said hereditaments and premises, or any part thereof, by, from, through, under or in trust for him, or by, from or under . . . Isaac Espinasse, deceased, shall and will, at all times hereafter, upon every reasonable request, but at the costs in all things of . . . **James Black Miskin (#285)**, his heirs, . . . make, do and execute, . . . all such further and other lawful and reasonable acts, deeds, conveyances and assurances in the law, whatsoever, for the further more perfectly and satisfactorily conveying and assuring the said hereditaments and premises, to the uses upon the trusts and for the ends, intents and purposes aforesaid as by . . . James Black Miskin, his heirs, . . . or his or their counsel, shall be advised, devised or required.

1834-6 (p3:26-33)



## *Summary - Rumney Street*

R.145

*In Witness* whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written. 1834-6 (p3:33-34)

James (seal) 'Espinasse<sup>39</sup>      Susanna Eliz<sup>th</sup> (seal) 'Espinasse (seal)<sup>40</sup>

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<sup>39</sup> these signature definitely have the “ ‘ ” before the surname showing that this was the way their name was written by the Espinasses themselves; it is difficult to tell whether Susanna’s signature was written by Susanna herself or by James but the signatures to the “Received” note were both written by James

<sup>40</sup> but no signature; presumably seal of James Black Miskin

# Summary - Rumney Street

R.146

## On the Reverse

**Received** the day and year first within written, of and }  
from the within named **James Black Miskin (#285)**, the sum of }  
Four Hundred and twenty five pounds being the full } 425 . 0 . 0  
Consideration Money within mentioned to be paid by }  
him to us }

**James 'Espinasse (#282)**

**Susanna Elizabeth 'Espinasse (#286)**

Witness:

**Tho. Broadley Fooks (#297)**



## *Summary - Rumney Street*

R.148

### *Assignment of Term of a 1000 Years*

This Assignment was made between:

- **William Cook (#279)**, formerly of **Clerkenwell** in the County of **Middlesex** and now of **Bruges** in the Kingdom of **Belgium**, Esquire, of the first part.
  - **William Cracroft Fooks (#289)** of **Dartford** in the county of Kent, Gentleman, of the second part,
  - **James Espinasse (#282)** of **Mitre Court** in the City of **London**, Esquire, Barrister at Law, and **Susanna Elizabeth (#286)**, his wife, of the third part
- and
- **James Black Miskin (#285)** of **Dartford**, aforesaid, Brewer, of the fourth part.

1834-7 (1-5)

## *Summary - Rumney Street*

R.149

The description on the outside of the document describes it as the:

Assignment of a Term of 1000 Years in certain Premises in Kingsdown and Shoreham, in Kent, from William Cook, Esq. to M<sup>r</sup>. Willm. C. Fooks and gives its date as 12<sup>th</sup> May 1834 but this has been changed from 30th April.

When the indenture was initially written spaces were left for the date and month which were added later and the date given in the indenture was 12<sup>th</sup> May.

# *Summary - Rumney Street*

R.150

## *References to Earlier Documents*

### *1800*

Whereas by Indentures of Lease and Release bearing date 26<sup>th</sup> and 27<sup>th</sup> December 1800<sup>42</sup>, the release . . . The Messuages . . . and hereditaments . . . were conveyed to the use of . . . **William Taylor (#258)**, his executors, . . . for the term of 1000 years subject to redemption on payment, by . . . **Thomas Rombell (#166)**, his heirs, . . . to . . . William Taylor, his . . . of £500 and interest on 27<sup>th</sup> June then next with remainder to the use of such person and persons as . . . Thomas Rombell, should direct or appoint and in default thereof, to the use of . . . Thomas Rombell, his . . .

1834-7 (5-11)

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<sup>42</sup>

documents 1800-1 and 1800-2; see page R.25 for the Release

## *Summary - Rumney Street*

R.151

**1808**

And whereas, by an Indenture bearing date 27<sup>th</sup> December 1808<sup>43</sup> . . the said hereditaments and premises were assigned to . . **John Taylor (#272), Thomas Taylor (#273)** and **Clement Taylor (#274)**, their executors, . . for the residue of the said term of 1000 years freed from the aforesaid proviso. But subject to a proviso for making void the said term if . . **Thomas Rombell (#166)**, his heirs, . . should pay unto . . John Taylor, Thomas Taylor and Clement Taylor, their . . the sum of £500 with Interest thereon at 5% per annum on 27<sup>th</sup> June then next.

1834-7 (11-15)

## *Summary - Rumney Street*

R.152

**1810**

And whereas by Indentures of Lease and Appointment and Release bearing date respectively the 16<sup>th</sup> and 17<sup>th</sup> February 1810<sup>44</sup>, . . . for the considerations therein mentioned, the fee simple of the said hereditaments and premises was appointed and conveyed to the use of . . . **Isaac Espinasse (#277)** for life with a remainder to certain uses in bar of dower with the ultimate remainder to the heirs and assigns of . . . Isaac Espinasse and the residue of the said term of 1000 years was assigned to . . . **William Cook ((#279)**, his executors, . . . In trust for . . . Isaac Espinasse, his heirs, appointees and assigns and to attend the Inheritance thereof.

1834-7 (15-20)



## *Summary - Rumney Street*

R.153

### *The Will of Isaac Espinasse*

And whereas . . . **Isaac Espinasse (#277)**, by his last will and testament, in writing, bearing date 18<sup>th</sup> September last and duly executed for passing real estates, gave, devised and bequeathed to his dear son . . . **James Espinasse (#282)**, all his estate and property, of every kind and description, to him . . . for ever, subject nevertheless and charged and chargeable to and with one annuity . . . of £200 to his much beloved daughter in law . . . **Susannah Elizabeth Espinasse (#286)**, his wife, for her natural life in manner therein mentioned and appointed his said son and daughter in Law executor and executrix of his said will. **And whereas** . . . Isaac Espinasse departed this life on or about the 14<sup>th</sup> February last, without altering or revoking his said will and the same was proved in the Prerogative Court of Canterbury by . . . James Espinasse and Susanna Elizabeth, his wife, on or about 17<sup>th</sup> March last.

1834-7 (20-25)

## *Summary - Rumney Street*

R.154

### *Lease and Release 11<sup>th</sup> and 12<sup>th</sup> May 1834*

And whereas by Indentures of Lease and Appointment and Release<sup>45</sup> . . . the appointment and release between . . . **James Espinasse (#282)** and **Susanna Elizabeth (#286)**, his wife, of the first part and **James Black Miskin (#285)** of the second part and **John Verrier (#288)** of the third part, the fee simple of the said hereditaments, with the appurtenances, has, upon the purchase thereof by . . . James Black Miskin, been appointed, released and conveyed, or are intended so to be, To certain uses for the benefit of the said James Black Miskin and in bar of dower with the ultimate remainder in fee to . . . James Black Miskin. And whereas . . . James Black Miskin hath requested that hereditaments and premises should be assigned to . . . **William Cracroft Fooks (#289)** for the residue of the said Term of 1000 years, In trust for him, . . . James Black Miskin, his heirs, assigns and appointees, in manner hereinafter mentioned. 1834-7 (25-30)

## *Summary - Rumney Street*

R.155

### *Now this Indenture Witnesseth*

that, in compliance with the said request and in consideration of the sum of five shillings . . . to him, . . . **William Cook (#279)**, paid by . . . **William Cracroft Fooks (#289)** on the execution of these presents, the receipt whereof is hereby acknowledged, **He**, . . . William Cook,

at the request of . . . **James Espinasse (#282)** and **Susanna Elizabeth (#286)**, his wife, and on the nomination of . . . **James Black Miskin (#285)** testified by their respectively executing these presents,

Doth hereby bargain, sell, assign, transfer and set over unto the said William Cracroft Fooks, his executors, . . . All those two several Brick built Messuages or tenements or Dwellinghouses now or heretofore called or known by the name of **Hanneswick** otherwise **Hannick** 1834-7 (31-34)

see [page R.7](#) for the description of the property and land

## *Summary - Rumney Street*

R.156

To have and to hold the said Messuages or Dwelling Houses, . . . and Premises hereby assigned, with their appurtenances, unto the said William Cracroft Fooks, his executors, . . . for all the unexpired residue of the said term of 1000 years created by the said hereinbefore recited Indenture of 27<sup>th</sup> December 1800<sup>46</sup>. Upon trust nevertheless for . . . **James Black Miskin (#285)**, his heirs, . . . and to be assigned and disposed of as he or they shall, from time to time, direct and, in the mean time, to attend, wait upon and go along with the reversion, freehold and inheritance of the said assigned Premises in order to protect and preserve the same from all ??<sup>47</sup> charges and encumbrances, if any such there be.

1834-7 (53-56)

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<sup>46</sup> document 1800-2

<sup>47</sup> “mesne”?

## *Summary - Rumney Street*

R.157

And . . . **William Cook (#279)**, for himself, his heirs, . . . doth hereby covenant and declare, with and to . . . **William Cracroft Fooks (#289)**, his executors, . . . that he, . . . William Cook, hath not, at any time or time heretobefore, made, done, executed, committed or suffered or been party or privy to any act, deed, matter or thing whatsoever whereby, . . . the said hereditaments and premises hereby assigned, . . . or any part thereof, . . . are, is, can shall or may be impeached, charged, encumbered or otherwise prejudicially affected. **1834-7 (57-59)**

# *Summary - Rumney Street*

R.158

## *Signed and Sealed*

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

Wm (seal) Cook      James (seal) 'Espinasse

48                      Susanna Elizabeth (seal) 'Espinasse

## *Summary - Rumney Street*

R.159

*On back of document:*

***Signed, Sealed and delivered*** by the within named }  
James Espinasse and Susanna Elizabeth, his wife }  
in the presence of }  
Mr. Broadley Fooks, Sol.<sup>49</sup> Dartford, Kent  
Will. Currey, Clerk to Mr. Jas. 'Espinasse

***Signed, Sealed and delivered*** by the within }  
named William Cook in the presence of }  
B. Hooker of *Ostende*  
? Randall of Ostende

## *Summary - Rumney Street*

R.160

### *A Good Title is Deduced for Mr. Miskin*

The Abstract of Title, Rumney Street (Document 1842-1) ends with the following assessment, made by *?? Farmer* of *Grays Inn* on 15<sup>th</sup> April 1842. Although it begins with the opinion that Miskin has a good title and can therefore sell the property, there still seems to be some areas where further investigation is required.:

I have perused this Abstract on behalf of the Purchaser and, subject to the following observations and to those in the margin, I am of opinion that a good title is deduced to *Mr. Miskin (#285)*, the vendor, according to the purchase contract. The contract stipulates that the abstract shall commence with the conveyance of 1800; and that its recitals, carried back the title to the date of the will of *John Small (#250)* dated 1784. The recital of the will of John Small, in the



## *Summary - Rumney Street*

R.161

above mentioned conveyance<sup>50</sup>, only sets out the gifts of the legacies to his daughters, and of the annuity to his wife and does not state the devise to his son but in the description of the latter in such conveyance, he is stated to be the only son and heir at law and devisee in fee simple and sole executor under the Will.

I think that, after the length of time, and the different sales that have been made of the property, that statement in the conveyance might be safely relied on; 'though it would be more satisfactory to inspect the will at Doctors Commons or wherever it may be proved. The purchase contract contains two cottages in the parish of *Kingsdown*, and one cottage and a public house in the parish of Shoreham; but the only buildings mentioned in the title deeds are two Messuages or Tenements in the parish of Shoreham. An explanation therefore is necessary on this head.

1842-1 (p20:15-35)

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50

see line 20 on page 1 of the Abstarct (page ? of this transcript)

## *Summary - Rumney Street*

R.162

*continues on back of page 20 of the abstract*

The last conveyance described the premises as in the parishes of Shoreham and Kingsdown but the earlier deeds speak of the parishes of Shoreham and **Mabscome** in Kingsdown. What is the reason for the variation?

The usual search should be made in the office in the Common Pleas established under the Act 1<sup>st</sup> and 2<sup>nd</sup> Vict: ?? to ascertain that no incumbrances appear against the Vendor.

The Vendor, who is the only necessary conveying party, will appoint and convey in the usual manner and the attendant term vested in his Trustee, **Mr. Fooks (#289)**, should be assigned to a Trustee for the Purchaser.

J?? Farmer

Grays Inn

15<sup>th</sup> April 1842

## *Summary - Rumney Street*

R.163

### *A Letter Regarding Maplescombe*

A letter, dated 19<sup>th</sup> April 1842, from **Alfred Russell** to **Messrs. Baxendale & Co. Solicitors**, Great Winchester St. City, has survived. It has a one penny stamp on it and the Dartford postmark of the date it was written. Although it looks to be a self-contained letter, the page is headed "170". This was four days after ?? Framer of Grays Inn made his assessment whether or not Mr. Miskin had a good title to the property.

Dear Sirs

Richard Burton<sup>51</sup>

The cottages at Kingsdown have been erected

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<sup>51</sup>

James Ryder Burton is mentioned in a number of documents but no Richard Burton

## *Summary - Rumney Street*

R.164

by **Mr. Miskin (#285)** since his purchase.

The following is the description of **Maplescombe** or Mabscombe as it is commonly called, extracted from **Lewes's Topographical Dictionary** of England & Wales, viz.

“ Maplescombe. formerly a parish now forming part of  
“that of **Kingsdown** in the Hundred of Acton, Dartford  
“and Wilmington, Lathe of Sutton-at Hone, Western  
“Division of the County of Kent, 6 miles N.N.E.  
“from Sevenoaks. The Church is in ?? ??  
“the living has been annexed to that of Kingsdown”.

Pray favour me with the Draft at  
your earliest Convenience as every Sheet is  
very important.

Yours truly  
Alfred Russell

# Summary - Rumney Street

R.165

## Release of Freehold Hereditaments 1842

Perhaps relying on the opinion expressed at the end of the Abstract, James Miskin decides to sell the property and land in Kingsdown and Shoreham.

This Indenture, made 30<sup>th</sup> July 1842, was between:

- **James Black Miskin (#285)** of **Dartford** . . brewer, of the first part,
- **James Ryder Burton (#76)** of **Park Square, Regents Park** in the County of Middlesex, a Captain in the Royal Navy, of the second part

and

- **Lloyd Salisbury Baxendale (#78)** of **Great Winchester Street**<sup>52</sup> in the City of **London**, Esquire, of the third part.

1842-2 (p1: 1-4)

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<sup>52</sup>

in the Assignment of the same date (1842-3) Archer Thomas Upton, a trustee for James Ryder Burton, also came from Great Winchester Street

# *Summary - Rumney Street*

R.166

## *References to Earlier Documents*

Whereas by Indentures of Lease and Release<sup>53</sup> bearing date respectively 11<sup>th</sup> and 12<sup>th</sup> May 1834, the release made between:

- **James Espinasse (#282)** . . and **Susannah Elizabeth (#286), his wife**, of the first part,
  - **James Black Miskin (#285)** of the second part
- and
- **John Verrier (#288)**, . . of the third part.

For the considerations therein mentioned the messuages or tenements, . . and hereditaments hereinafter described and intended to be hereby appointed, granted and released were conveyed and assured unto . . James Black Miskin, .

## *Summary - Rumney Street*

R.167

To the use of such person and persons, for such estate and estates, interest and interests, upon such trusts and for such ends, intents and purposes and charged and chargeable in such manner and form and either absolutely or conditionally and in such manner, in every respect, as . . . James Black Miskin should, at any times or times and from time to time thereafter, by any deed or deeds, with or without power of revocation and new appointment to be, by him, duly executed, direct, limit or appoint and for want or in default thereof and in the meantime until the same should be made and subject to any partial direction, limitation or appointment. To the use of . . . **James Black Miskin (#285)**, and his assigns, for life remainder To the use of . . . **John Verrier (#288)** and heirs during the life of . . . James Black Miskin. In trust, nevertheless, for . . . James Black Miskin and his assigns with remainder To the use of . . . James Black Miskin, his heirs and assigns forever. 1842-2 (p1: 5-13)

## *Summary - Rumney Street*

R.168

***And whereas*** . . . ***James Ryder Burton (#76)*** has contracted and agreed with . . . James Black Miskin for the absolute purchase of the said messuages or tenements, . . . and hereditaments hereinafter described and intended to be hereby appointed, granted and released with the appurtenances and the inheritance thereof, in fee simple, free from all encumbrances at or for the price or sum of £775 including the timber thereon.

1842-2 (p1: 13-15)



# *Summary - Rumney Street*

R.169

## *Now to 1842*

Now this *Indenture witnesseth* that, in pursuance of the said recited contract and for and in consideration of the sum of £775 to . . . **James Black Miskin (#285)** in hand well and truly paid by . . . **James Ryder Burton (#76)** at or immediately before the execution of these presents, the receipt of which said sum . . . James Black Miskin doth hereby admit and acknowledge and . . . doth hereby acquit and for ever discharge . . . James Ryder Burton, his heirs, . . . , . . . James Black Miskin, in pursuance of the power or authority given, limited or reserved to him in and by the said recited Indentures of Lease and Release of 11<sup>th</sup> and 12<sup>th</sup> May 1834 and by force and virtue thereof . . . hath directed, limited and appointed and by this present deed or instrument in writing duly executed by him, doth direct, limit and appoint that the messuages or tenements, pieces or parcels of land and hereditaments hereinafter described and intended to be hereby granted and released, . . . shall from henceforth go, remain and be to the uses hereinafter limited and expressed concerning the same. **1842-2 (p1:15-23)**

## *Summary - Rumney Street*

R.170

*And this Indenture further Witnesseth* that in further pursuance of the said recited contract and for the consideration hereinbefore expressed, . . James Black Miskin hath granted, bargained, sold, aliened, released and confirmed,

And by these presents made in pursuance of an Act of Parliament, passed in the fourth year of the Reign of Her Majesty Queen Victoria, entitled “An Act for rendering a Release as effectual for the Conveyance of Freehold Estates as a Lease and Release by the same Parties”

doth grant, bargain, sell, alien, release and confirm unto . . *James Ryder Burton (#76)*, and his heirs, *All* those two several brick built messuages, tenements or dwellinghouses . . called or known by the name of *Hannes Nick* otherwise *Hannick* but one of which said messuages is now better called or known by the name of the *Fox and Hounds*, with the yards, gardens, orchards and four acres (more or less) of arable land thereunto belonging . . . which said messuages, tenements or dwellinghouses, land, hereditaments and premises are together situate, lying and being at a place called *Rumney Street* in the parish of Shoreham.

1842-2 (p1:23-30)

## *Summary - Rumney Street*

R.171

details of 7 pieces of arable land as given on [page R.12](#)

And all houses, outhouses, edifices, buildings, barns, stables, stalls, gardens, orchards, commons, commons of pasture, ways, waters, watercourses, timber and other trees, woods, underwoods and the ground and soil thereof, profits, privileges, emoluments, advantages, rights, members and appurtenances to the said several messuages . . . belonging or in any wise appertaining or used or enjoyed therewith or accepted, reputed, deemed taken or known as part, parcel or member thereof or of any part thereof. And the reversion and reversions, remainder and remainders, yearly and other rents and profits thereof and of every part thereof. And all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever both at Law and in Equity of . . . **James Black Miskin (#285)**, in, to or out of the same hereditaments and premises, respectively and every or any part thereof. Together with all deeds, evidences and writings relating to or concerning the said hereditaments, or any

## *Summary - Rumney Street*

R.172

of them, which are now in the possession or power of the said **James Black Miskin** or which he can obtain without Suit at Law or in equity.

1842-2 (p1:49- p2:7)

*Enter James Ryder Burton*

To have and to hold the said messuages . . . and hereditaments. And all and singular other the premises hereinbefore described and intended to be hereby granted and released with their, . . . rights, members and appurtenances unto . . . **James Ryder Burton (#76)** and his heirs for ever. To the uses and upon the trusts hereinafter declared concerning the same.

1842-2 (p2:7-9)

And it is hereby agreed and declared by the said parties to these presents that the direction, limitation and appointment and also the said grant, release and other assurance, hereinbefore contained and hereby respectively made as aforesaid, shall operate and occur to the use of such person or persons and for such estate or estates, upon such trusts and for such intents and purposes and

## *Summary - Rumney Street*

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with, under and subject to such powers, provisos, agreements and declarations as . . . ***James Ryder Burton (#76)***, by any deed or deeds, writing or writings, with or without power of revocation to be by him duly executed, shall, from time to time or at any time, direct, limit or appoint. 1842-2 (p2:9-13)

### *And Lloyd Salisbury Baxendale*

And in default of and until such direction, limitation or appointment and so far as every such direction, limitation or appointment shall not extend To the use of . . . ***James Ryder Burton (#76)***, and his assigns, during his life without impeachment of waste and after the determination of that estate by forfeiture, or otherwise, in his life time. To the use of . . . ***Lloyd Salisbury Baxendale (#78)***, and his heirs, during the life of . . . James Ryder Burton. In trust for him, . . . James Ryder Burton and his assigns, during his life and immediately after the determination of the estate hereinbefore limited.

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To the use of . . . Lloyd Salisbury Baxendale, and his heirs, during the life of the said James Ryder Burton as aforesaid. To the use of him, the same James Ryder Burton, his heirs and assigns, forever. 1842-2 (p2:13-17)

And . . . **James Ryder Burton (#76)** hereby declared that no wife whom he shall hereafter marry and who will become his widow shall be entitled to dower out of the said messuages or tenements, land and hereditaments or any part their of respectively. 1842-2(p2:17-19)

And . . . **James Black Miskin (#285)** doth hereby, for himself, his heirs, . . . covenant, promise and agree with and to . . . James Ryder Burton, his heirs, . . . in manner following, that is to say, that for and notwithstanding any act, deed, matter or thing by him, . . . James Ryder Burton, at any time or times heretofore, made, done, committed, occasioned or suffered to the contrary the power or authority so given or reserved to him, . . . James Black Miskin,

## *Summary - Rumney Street*

R.175

in or by the said recited Indentures of Lease and Release of the 11<sup>th</sup> and 12<sup>th</sup> May 1834<sup>54</sup>, hath not, at any time heretofore, been in any manner released, exercised, suspended or otherwise become void or voidable but that it is, at the time of the sealing and delivering of these presents, in full force and effect. And also that for and notwithstanding any such act, deed, matter or thing as aforesaid, . . . **James Black Miskin (#285)** now hath in himself good right, full power and lawful authority to limit and appoint, grant, release and assure the said messuages . . . and hereditaments hereby appointed, granted and released, or intended so to be, with the appurtenances, unto . . . **James Ryder Burton (#76)**, his heirs . . . to the use and in manner aforesaid. 1842-2 (p.2:19-26)

And also that it shall and may be lawful to and for . . . **James Ryder Burton (#76)**, his heirs, . . . from time to time and at all times hereafter, peaceably and quietly, to have, . . . and enjoy all and singular, the said messuages . . .

## *Summary - Rumney Street*

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and hereditaments respectively hereinbefore appointed, . . with their respective appurtenances, and to receive and take the rents, issues and profits thereof for his and their own use and benefit without any let, suit, trouble, denial, claim, demand, interruption or eviction whatsoever of or by him, . . **James Black Miskin (#285)**, or his heirs or of, from or by, any person or persons whomsoever lawfully or equitably claiming. . . *And* that free and clear and . . and absolutely acquitted, exonerated, released and for ever discharged or otherwise by . . James Black Miskin, his heirs, . . well and sufficiently saved, defended, kept harmless and indemnified of, from and against all and all manner of former and other gifts, grants, bargains, sales, assignments, titles, troubles, debts, judgements, executions, encumbrances, claims and demands, whatsoever at any time or times heretofore or to be at any times or times hereafter had made, executed, occasioned or suffered by . . **James Black Miskin (#285)** and his heirs and all and every other lawfully or equitably claiming by, from under or in trust for him, them or any of them.

1842-2 (p2:-35)



## *Summary - Rumney Street*

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And further that he, . . . James Black Miskin,  
and his heirs and all and every other person or persons having or claiming  
or who shall, or may, hereafter have or claim any estate, right, title,  
interest, use, trust, property, claim and demand whatsoever, either at Law  
or in Equity, in, to or out of the said messuages . . . and hereditaments  
hereinbefore appointed, . . . by, from under or in trust for him, . . . James  
Black Miskin  
shall and will from time to time, and at all times hereafter, upon every reasonable  
request and at the proper costs and charges of . . . **James Ryder Burton (#76)**, his  
heirs, . . . make, do and execute . . . all such further and other lawful and  
reasonable acts, deeds, conveyances and assurances in the Law, whatsoever, for  
the further and more perfectly, granting, conveying and assuring the said  
messuages . . . and hereditaments hereinbefore appointed or assigned, granted  
and released, as aforesaid, and every part thereof, with the appurtenances, unto  
and to the use of . . . James Ryder Burton, his heirs, . . . or as he, or they, shall

## *Summary - Rumney Street*

R.178

direct as by . . James Ryder Burton, his heirs, appointees or assigns, or his or their Counsel shall be lawfully or reasonably devised or advised and required.

1842-2 (p2:35-43)

And . . **James Ryder Burton (#76)** doth hereby, for himself, his heirs, . . covenant and agree with and to . . **James Black Miskin (#285)**, his executors, . . in manner following, that is to say, That he, . . James Ryder Burton, his heirs, . . shall and will, for ever hereafter, use his and their best endeavours to keep open the said messuage, tenement or dwellinghouse called or known by the name or sign of "The Fox and Hounds" expressed to be hereby appointed, executed and released, as a Beer house or Public house. And also that all the Beer, Ale and Porter which shall or may be drunk or consumed therein or thereupon or supplied therefrom shall be purchased by his or their tenant or tenants of and from . . James Black Miskin, his executors, administrators or assigns. 1842-2 (p2:43-48)

## *Summary - Rumney Street*

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*In witness* whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written. 1842-2 (p2:48-49)

JB Miskin (seal)

space for another seal but that of  
James Ryder Burton is not affixed

here

Miskin acknowledges the receipt of £775 from *James Ryder Burton (#76)*.

# *Summary - Rumney Street*

R.180

## *Assignment of an Attendant Term of 1000 Years*

This Assignment has the same date as the Release - 30<sup>th</sup> July 1842. The parties to it were:

- ***James Black Miskin (#285)*** of ***Dartford*** . . brewer, of the first part,
- ***William Cracroft Fooks (#289)*** of Dartford, . . gentleman, of the second part
- ***James Ryder Burton (#76)*** of ***Park Square, Regents Park*** in the County of Middlesex, a Captain in the Royal Navy, of the third part

and

- ***Arthur Thomas Upton (#80)*** of ***Great Winchester Street*** in the City of ***London***, gentleman, of the fourth part. 1842-3 (p1:1-5)

# Summary - Rumney Street

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## Reference Back to 1800

The Assignment starts by referring back to the Lease and Release of 26<sup>th</sup> and 27<sup>th</sup> 1800<sup>55</sup> and describes the buildings and land (see [page R.7](#)) which are the subject of all these documents. In this Release **William Taylor (#258)** was to have the use of the lands, etc. for 1000 years (see [page R.35](#)).

All which said last mentioned lands and premises contained, in the whole, by estimation, 33 acres, more or less, and were situated . . . in the several parishes of **Shoreham** and **Mabscombe** in **Kingsdown** . . . and were formerly in the occupation of **George Richardson (#264)**, afterwards of **Robert Richardson (#265)**, since that of **John Small (#250)**, deceased, and then, or late, in the tenure, holding or occupation of . . . **William Small (#252)**, his undertenants or assigns, were with the appurtenances, conveyed and assured unto . . .

## Summary - Rumney Street

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**Thomas Hutchins (#257)**, his heirs and assigns, To the use of . . . **William Taylor (#258)**, his executors, administrators and assigns, for the term of 1000 years from thence next ensuing for better securing unto the said William Taylor, his . . . the payment of the principal sum of £500 and interest thereon in manner thereafter mentioned. But subject to a proviso therein contained for ??<sup>56</sup> of the said term on payment by . . . **Thomas Romball (#166)**, his heirs, . . . unto . . . William Taylor, his heirs . . . of £500 and interest at the time thereof mentioned (1842-23-29)

*The next few lines are difficult to interpret:*

But which was not paid accordingly remainder To the use of such person and persons for such estate and estates as . . . Thomas Romball should by any deed or deeds to be executed and attested as therein mentioned, direct, limit or appoint. And in default thereof and subject thereto and

## *Summary - Rumney Street*

R.183

to such parts thereof respectively whereof no such direction, limitation or appointment should be made To the sole use of the said Thomas Romball his heirs and assigns, forever.

1842-3 (p1:29-32)

### *Reference Back to 1808*

And whereas by an Indenture of Assignment bearing date 27<sup>th</sup> December, 1808<sup>57</sup> and made between . . . **William Taylor (#258)** of the first part, . . . **Thomas Romball (#166)** of the second part and **John Taylor (#272)**, **Thomas Taylor (#273)** and **Clement Taylor (#274)**, . . . of the third part. In consideration of £500 to . . . William Taylor, paid by . . . John Taylor, Thomas Taylor and Clement Taylor (at the request of . . . Thomas Romball), the said messuages . . . and hereditaments, were assigned unto . . . John Taylor, Thomas Taylor and Clement Taylor, their

## *Summary - Rumney Street*

R.184

executors, . . . for all the residue then unexpired of . . . term of 1000 years, freed and discharged from the proviso for redemption in the said last written . . . Indenture of Release contained. But subject to a proviso therein contained for making void the said Indenture now in recital upon payment by . . . Thomas Romball, his heirs, . . . unto . . . John Taylor, Thomas Taylor and Clement Taylor, their executors, . . . of £500 and interest at the time therein mentioned but which was not paid accordingly. 1842-3 (p1:32-40)

### *Reference Back to 1810*

And whereas by Indentures of Lease, Appointment, Release and Assignment bearing date respectively 16<sup>th</sup> and 17<sup>th</sup> February 1810, the Appointment, Release and Assignment<sup>58</sup> made between:



## *Summary - Rumney Street*

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- *Thomas Romball (#166)* of the first part,
- *Thomas Hutchins (#257)* of the second part,
- *John Taylor (#272)*, *Thomas Taylor (#273)* and *Clement Taylor (#274)* of the third part,
- *Isaac Espinasse (#277)*, Esquire, of the fourth part,
- *Robert Epinasse (#278)*, of the fifth part and
- *William Cooke (#279)*, of the sixth part. 1842-3 (p1:40-43)

In consideration of £500 to . . . John Taylor, Thomas Taylor and Clement Taylor, at the request of . . . Thomas Romball, paid by . . . Isaac Espinasse, in full discharge of all principal money and interest due to them upon the said written Securities and of £400 to . . . Thomas Romball also paid by . . . Isaac Espinasse, the said messuages . . . and hereditaments were appointed, granted and released unto and to the use of . . . Isaac Espinasse, his heirs, . . . in manner therein mentioned. And by the same Indenture, the said John Taylor, Thomas Taylor and Clement Taylor, at the request of . . . Thomas Romball and on the nomination of . . . Isaac Espinasse, did assign unto . . . *William Cooke (#279)* the

## *Summary - Rumney Street*

R.186

said messuages . . . and hereditaments, to hold the same unto . . . William Cooke, his executors, . . . for all the residue then unexpired of the said term of 1000 created by the said recited Indenture of 27<sup>th</sup> December 1800<sup>59</sup>. In trust, nevertheless, for the said *Isaac Espinasse*, his heirs, . . . and to attend the inheritance of the same hereditaments. 1842-3 (p1:43 - p2:4)

### *Isaac Espinasse's Will*

And whereas . . . *Isaac Espinasse (#277)* made and duly executed his last will and testament in writing, bearing date on or about 18<sup>th</sup> September 1833 whereby he gave and devised all his estate and property . . . unto his son, *James Espinasse (#282)*, his heirs . . . forever, subject, nevertheless, to an annuity of £200 to his daughter in law, *Susanna Elizabeth Espinasse (#286)*, for life in

## *Summary - Rumney Street*

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manner therein mentioned and he appointed his said son and daughter in law executor and executrix thereof. And whereas . . . Isaac Espinasse died without having altered or revoked his said will and the same was proved in the Prerogative Court of the Archbishop of Canterbury on 17<sup>th</sup> March 1834.

### *Reference Back to 1834*

#### *Lease and Release*

And whereas by Indentures of Lease and Release bearing date 11<sup>th</sup> and 12<sup>th</sup> May 1834<sup>60</sup>, the Release made between . . .

## Summary - Rumney Street

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- **James Espinasse (#282)** and **Susanna Elizabeth (#286)**, his wife, of the first<sup>61</sup>,

- **James Black Miskin (#285)** of the second part  
and

- **John Verrier (#288)** of the third part

and duly acknowledged by the said Susanna Elizabeth Espinasse, The said messuages . . . and hereditaments, were conveyed and assured unto . . . **James Black Miskin (#285)**, his heirs, . . . freed and discharged from the said annuity of £200 bequeathed to . . . **Susanna Elizabeth Espinasse (#286)** as aforesaid and from all her right and title to dower or freebench out of the said hereditaments.

1842-3 (p2:4-14)

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61

“part” omitted here

# *Summary - Rumney Street*

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## *Indenture of Assignment*

And whereas by an Indenture of Assignment bearing date 12<sup>th</sup> May 1834<sup>62</sup> and made between . . .

- ***William Cook (#279)*** of the first part,
  - ***William Cracroft Fooks (#289)*** (therein called William Craycroft Fooks<sup>63</sup>) of the second part,
  - ***James Espinasse (#282)*** and ***Susanna Elizabeth (#286)***, his wife, of the third part
- and
- ***James Black Miskin (#285)*** of the fourth part,

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<sup>62</sup> documents 1834-7

<sup>63</sup> definitely "Cracroft" in the Indenture from which my transcript was made

## *Summary - Rumney Street*

R.190

the said messuages . . . and hereditaments were assigned unto . . . **William Cracroft Fooks (#289)**, his executors, . . . for all the residue then unexpired of the said term of 1000 years. In trust, nevertheless, for . . . James Black Miskin (#285), his heirs, appointees and assigns, and to attend the inheritance of the said hereditaments. 1842-3 (p2:14-19)

### *Indenture of Appointment and Release*

And whereas by an Indenture of Appointment and Release<sup>64</sup> bearing even date with these presents and made between:

- **James Black Miskin (#285)** of the first part,

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<sup>64</sup>

although there is no mention of Appointment in the description of the Release of 30th July 1842, this is most probably the document referred to here (document 1842-2)

## *Summary - Rumney Street*

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- **James Ryder Burton (#76)** of the second part  
and
- **Lloyd Salisbury Baxendale (#78)** therein described of the third part.

In consideration of the sum of £775 to . . James Black Miskin paid by . . James Ryder Burton, All and singular the said messuages . . and hereditaments have been appointed, conveyed and assured unto . . James Ryder Burton, his heirs, appointees and assigns, in manner therein mentioned. 1842-3 (p2:19-23)

And whereas . . **James Ryder Burton (#76)** is desirous and it had been agreed that the said term of 1000 years in the said hereditaments and premises shall be assigned, by the said **William Cracroft Fooks (#289)** unto the said **Arthur Thomas Upton (#80)** as a Trustee for him in the manner hereafter mentioned. 1842-3 (p2:23-25)

## *Summary - Rumney Street*

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### *Now this Indenture witnesseth*

that, in pursuance of the said agreement and in consideration of the premises and of the sum of 10 shillings of lawful money to . . . ***William Cracroft Fooks (#289)***

at or immediately before the execution of these presents in hand paid by . . . ***Arthur Thomas Upton (#80)***, the receipt whereof is hereby acknowledged by . . . ***William Cracroft Fooks*** at the request and by the direction of . . . ***James Black Miskin (#285)*** and on the nomination and appointment of . . . ***James Ryder Burton (#76)*** testifies by their respectively being parties to and executing these presents, hath bargained, sold, assigned, transferred and set over. And by these presents,

doth bargain, sell, assign, transfer and set over unto . . . ***Arthur Thomas Upton (#80)***, his executors, . . . All those . . . messuages . . . and premises herein before



## *Summary - Rumney Street*

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mentioned to have been comprised in the said term of 1000 years created in and by virtue of the said hereinbefore recited Indentures of Lease and Release of 26<sup>th</sup> and 27<sup>th</sup> December 1800 which, by the said hereinbefore recited Indenture of 12<sup>th</sup> May 1834 are assigned to . . . **William Cracroft Fooks (#289)** for residue of the said term and which, or the freehold and inheritance of which, have been so conveyed and assured unto and to the use of . . . **James Ryder Burton (#76)**, his heirs, . . . as aforesaid with the appurtenances. And all the estate right, title, interest term of years yet to come and unexpired, property claim and demand whatsoever of him, the said William Cracroft Fooks, of, in, to or out of the same premises respectively. 1842-3 (p2:25-35)

To have and to hold the said messuages . . . and hereditaments and all and singular other the premises hereinbefore assigned, or intended so to be, with the appurtenances, unto . . . **Arthus Thomas Upton (#80)**, his executors, . . . henceforth for and during all the residue and remainder now to come and

## *Summary - Rumney Street*

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unexpired of and in the said term of 1000 years nevertheless upon trust for . . .  
**James Ryder Burton (#76)**, his heirs, . . . and to be assigned and disposed of as  
he or they shall direct or appoint and, in the mean time, to permit and suffer the  
term of 1000 years to attend, wait upon and go along with the reversion, freehold  
and inheritance of the same hereditaments and premises in order to protect the  
same from all ??, charges and incumbrances, if any such there be. **And** . . .  
William Cracroft Fooks, for himself, his heirs, . . . doth hereby covenant and  
declare, with and to . . . **Arthur Thomas Upton (#80)**, his executors, . . . that he, . . .  
. **William Cracroft Fooks (#289)**, hath not, at any time heretofore, made, done, . . .  
or been party or privy to any act, . . . or thing whatsoever whereby, or by reasons  
whereof, the said messuages . . . and hereditaments hereinbefore assigned, or  
intended so to be, or any of them or any part thereof respectively are, is, can,  
shall or may be impeached, charged, affected or in anywise encumbered.

1842-3 (p2:35-45)

# *Summary - Rumney Street*

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## *Witnessed and Signed*

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written. 1842-3 (p2:45-46)

JB Miskin (seal)

Wm Cracroft (seal) Fooks

Signed, Sealed and Delivered by the within named }  
James Black Miskin in the presence of }

John Rob. Smith Clerk to Mr. Russell  
Solicitor  
Dartford

Signed, sealed and delivered by the within named }  
William Cracroft Fooks in the presence of }

Fred. Talbot  
?? ?? ??