

# *Otford & Shoreham Documents 1695-1841*

## *Batch 2; Abstracts*

There are three Abstracts concerning the Title of James Espinasse, Esq. to land in Shoreham in the County of Kent. All were produced by Baxendale Tatham Upton & Johnson of Gt. Winchester Street. There is also a fourth document giving the observations of James Turner of Grays Inn, written on 1<sup>st</sup> May 1841. That document is given with the other documents for 1841.

In the abstracts, pages are referred to as folios and, in the transcriptions, "folio" is used to refer to the pages in the abstract itself. When a reference is given as a page number, it refers to pages in the transcription.

Lines were made on the pages with a sharp pointed instrument but no ink or alternative. Many pages have the maximum of 40 lines of writing and there are also vertical lines since sub-sections and sub-sub-sections start further in than the main sections.

There are a number of notes (comments on the details given in the abstract) written in the margin. In his observations, James Turner mentions notes written by him in the margin of the Abstracts so that the initials at the end of many of these notes must have been his. Although often difficult to read, they are given, if very short in the margin, otherwise as footnotes except for page 78 in Abstract 3 where there are two long notes which are given on the full page. Various words, particularly in the first half of the document, are abbreviated and, where there could be ambiguity, the full word is given in a footnote.

In the list of documents mentioned in the Abstracts, the reference number is followed by "M" if there is no original in the batch of indentures, etc. in Batch 2.

This abstract covers documents dating from 1761 to September 1833 so that the Abstract was not written until at least the end of 1833. The documents in this Abstract, which are not given in date order, are concerned with Freehold hereditaments: Stone House in Shoreham and many other villages. The list below shows them in date order with a page reference.

		page
1722-1: 10 Aug 1722	Probate Copy of the Will of Richard Danks	A.1.3
1776 4 Mar 1776	Probate Copy of the Will of William Danks	A.1.5
1789 24 Oct	Indenture of 3 parts; Mortgage	A.1.7
1796 7 Jan 1796	Indenture of 3 parts Hen. & Thomas Danks & John Williams	A.1.12
1810-8 25 & 26 Jun	Lease & Release for a Year Mess <sup>rs</sup> Danks to Robert Espinasse Esq. Trustee for Isaac Espinasse Esq <sup>re</sup>	A.1.16
1833 18 Sep	will of Isaac Espinasse; office copy of will	A.1.144

**Abstract** of the Title  
of **James Espinasse**, Esq.  
to Freehold hereditaments called  
**East Down** in the Parish of  
Shoreham in the County of Kent

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**Abstract of the Title** of **James**

**Espinasse**, Esquire, to a Freehold Messuage,  
Farm and Lands containing together, by  
estimation, 70 acres and commonly called  
**East Down** situate in the Parish of Shoreham  
in Kent of Gavelkind tenure

10<sup>th</sup> Aug. 1722<sup>1</sup> **Richard Danks** of Shoreham in Kent being seised of an  
Plain copy will Estate of Inheritance in fee simple of and in the above  
mentioned Farm and lands in his Will of this date gave and  
devised unto his son, **William Danks**,

**All** his Messuage or Tenement, Lands and  
Premises with the appurtenances wherein he  
the lived situate in **Shoreham** aforesaid  
to hold to him, and his heirs and assigns for  
ever

And if his said **Son William** should happen to die without heirs  
Then the Testator gave and devised the s<sup>d</sup> premes  
Unto his 3 Daug. equally to be divided:

Executed in the pres. of 3 Wit. and proved in  
the Prerog. Co<sup>t</sup> of Cant. 18 Dec 1722

**William Danks**, the Son & Devisee of the s<sup>d</sup> Testor died in or about  
year 1779 or in 1780 aged 85 years having first made his Will dated

4 March 1776<sup>2</sup> **Whereby** the said **Wm. Danks** Gave to his Grand dau. **Eliz. Danks**  
Plain copy will the sum of £100 to be raised, levied, reserved and paid out of that  
part of his Estate called **East Down** then in his own occupation when  
she should arrive at the age of 21 years or day of Marriage, which  
should first happen. And he gave and devised unto **Henrietta**, the  
widow

& Relict of his son W<sup>m</sup>. Danks decd

All that his mess. or dwellg. house in which  
he then lived with the Barns, Stables, Stalls,  
Out Buildings, Yards, Gardens & Appurts. belonging  
whats<sup>over</sup>. Together with all & sing. the Lands  
appertaining, containing. about 70 acres, more or less,  
commonly called **East Down** situate, lying and  
being in the parish of Shoreham afsd & then in  
his own occupation.

To hold to the s<sup>d</sup> **Henrietta** for her natural life if she  
sho<sup>d</sup> so long continue single & unmarr<sup>d</sup> (subj<sup>t</sup> to the

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<sup>1</sup> doc. 1722-1: Probate Copy of the Will of Richard Danks

<sup>2</sup> doc 1776: Probate Copy of the Will of William Danks

folio 2:

1 pay<sup>t</sup> of the afsd Legacy of £100.  
 2 And from & after the decease or day of marriage, which should first  
 3 14 Aug 1810 happen, he gave and devised  
 4 Release from the above The said premises  
 leg. under the hand & seal  
 of Stephen Wigsell &  
 Elizabeth, his wife,  
 previously Eliz. Danks

5 Unto his two Grandsons *Wm. Danks* & *Tho<sup>s</sup> Danks* & to  
 6 their heirs respectively, equally, share & share alike for ever.  
 7 Executed in the pres. of 3 Wit. & proved in the  
 Prerog. Co<sup>t</sup> of Cant. the 1<sup>st</sup> Feby. 1780

8 24 Oct 1789 Indre of 3 parts<sup>3</sup> made between *Henrietta Danks* of *Kemsing* in the  
 9 County of Kent, (therein described as Devisce for life or widowhood in  
 the before abstr<sup>d</sup>  
 10 Will of the said *William Danks*, deceased, of the messe. & hereditis  
 11 therein & thereafter ment<sup>d</sup>. of which one undivided moiety was  
 intended,  
 12 by the now abstract. Indre, to be demised & granted) of the 1<sup>st</sup> part.  
 13 *Wm. Danks* of *Kemsing* afsd., Victualler, (who, with *Thomas Danks*,  
 14 his Brother, then an Infant, were the Grandsons and Devisees of the  
 15 s<sup>d</sup>. messe. & hereditis in fee simple as Tenants in Common in remainder  
 16 after the decease or marriage of the said *Henrietta Danks* in the s<sup>d</sup>. Will  
 17 of the said *W<sup>m</sup> Danks*, deceased, & were also his heirs or copartners in  
 Gavel  
 18 kind according to the Custom of Gavelkind used in Kent) of the second  
 19 part & *John Williams* of *Dartford* in the said County of Kent, gent.  
 20 of the third part.  
 After reciting that the said *Henrietta Danks* and *William*  
 21 *Danks* (party thereto) had borrowed and taken up at interest  
 22 of the said *John Williams* the sum of £100 &, for securing  
 23 the repayment thereof with interest by a certain Bond under  
 24 their hands and seals bearing even date therewith were  
 25 become bound to the said *John Williams* in £200 conditioned  
 26 for payment of the said sum of £100 & int. at the time  
 27 therein mentioned.  
 28 It is witnessed that, in conson<sup>4</sup> of the s<sup>d</sup>. sum of £100 so borrowed &  
 owing from the  
 29 said *Henrietta Danks* and *W<sup>m</sup> Danks* to the s<sup>d</sup>. *J. Williams* & of 5% to  
 30 the said *Henrietta Danks* and *W<sup>m</sup> Danks* paid by the s<sup>d</sup>. *J. Williams*,  
 They,  
 31 the said *H. Danks* and *W<sup>m</sup> Danks*, Did grant, bargain, sell & demise unto  
 32 the s<sup>d</sup>. *J. Williams*, his ex.<sup>s</sup>, ad<sup>s</sup> & ass<sup>s</sup>,  
 33 *All* that one full undivided moiety or half  
 34 part of, in, to & out of  
 35 *All* that messe., tenement or dwelling house  
 36 with all and sing<sup>t</sup> the Barns, Stables, Stalls,  
 37 Out build<sup>gs</sup>, Yards, Gardens, Orchards and Appurts.  
 38 thereunto belonging. And also of & in

<sup>3</sup> doc. 1789: Mortgage for a 1000 Years

<sup>4</sup> consideration?

folio 3

1 All those several pieces or parcels of Land  
 2 Arable, Meadows, Pasture & Wood thereunto also  
 3 belonging & therewith commonly used & enjoyed,  
 4 containing altogether, by estimation, 70 acres, be  
 5 the same more or less & commonly called or  
 6 known by the name of **East Down**. All which  
 7 said premises were formerly the Estate of  
 8 **Richard Rich** of **Seven Oaks**, Gentleman, long  
 9 since deceased, who sold & conveyed the same  
 10 to **Richard Danks** of **Shoreham** af<sup>d</sup>, yeoman, deceased, who  
 11 devised  
 12 the same to the s<sup>d</sup> **William Danks**<sup>5</sup>, deceased, his  
 13 heirs and assigns, as therein before mentioned & are  
 14 situate, standing, lying and being in the Parish of  
 15 Shoreham af<sup>d</sup> & formerly were in the tenure or  
 16 occupation of the s<sup>d</sup> **William Danks**, deceased, &  
 17 then or then late of **Joseph Wood**, his Assigns or  
 18 undertenants.  
 19 And all houses, ways, etc.  
 20 And the Reversion, etc.  
 21 And all the Estate, etc.

22 **To hold** the same unto the said **John Williams**, his  
 23 executors, admin. & assigns, from the day next before the date thereof  
 24 for the term of 1000 years at a pepper  
 25 corn rent.

26 **Subject** to a Proviso for determining and making void the now  
 27 abstracting Indre. on  
 28 payment by the said **Henrietta Danks** and **W<sup>m</sup> Danks**, their exors,  
 29 admors  
 30 or assigns, of the s<sup>d</sup> sum of £100 & interest at the time & in  
 31 manner therein mentioned.

32 **Usual Covenants** from the said **Henrietta Danks** and **Will<sup>m</sup>**  
 33 **Danks**.  
 34 Executed by the said **Henrietta Danks** & **Will<sup>m</sup>**,  
 35 **Danks** & attested.

36 7<sup>th</sup> Jan 1796 **Indenture**<sup>6</sup> of three parts (indorsed on the above abstracted Indenture  
 37 of a Mortgage) between the s<sup>d</sup> **Henrietta Danks** of the 1<sup>st</sup> part, **Thomas**  
 38 **Danks** of the Parish of **Shoreham** in the County of Kent, Yeoman,  
 39 of the 2<sup>nd</sup> part & the s<sup>d</sup> **John**  
 40 **Williams** of the 3<sup>rd</sup> part.

41 **Reciting** that the said **Thomas Danks**, since the date of exon  
 42 of the said Mortgage, had attained his Age of 21 years & that  
 43 the  
 44 s<sup>d</sup> **John Williams** had lent & advanced to the use & benefit

folio 4:

1 of the said **Henrietta Danks** & **William & Thomas Danks** two  
 2 several sums of £50 & £50 and that the said principal sum

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5 Henrietta's father-in-law

6 document 1796

3 of £100 with the two last ment<sup>d</sup> sums making together £200  
 4 were then due & owing to the s<sup>d</sup> *John Williams*, all interest for the  
 5 same having been paid to the date thereof.

6 **And reciting** that the said *Thomas Danks*, in order the  
 7 better to secure the repayment thereof with interest, was willing  
 8 to grant and demise, by way of Mortgage, his moiety and share  
 9 of the premises therein after mentioned & the said *Henrietta Danks*  
 10 had, in like manner, agreed to grant & demise the estate & interest  
 11 therein as after ment<sup>d</sup>.

12 **It is witnessed** that, for the consens & purposes afs<sup>d</sup> & of 5/- a piece,  
 13 to the said *Henrietta Danks* & *Thomas Danks* paid by the s<sup>d</sup> *John*,  
 13 *Williams*, They, the said *Henrietta Danks* & *Thomas Danks*, did grant,  
 14 bargain, sell & demise

15 **All** that the undivided moiety or half part  
 16 (the which into two equal parts being & to be  
 17 divided) of them, the said *Henrietta Danks* and  
 18 *Thomas Danks*, of, in to & out of

19 **All** & every the Messuage, Tenement or Dwelling  
 20 house, lands, hereditis & premises of which the  
 21 other Moiety was by the before abstracted Indre  
 22 granted & demised

23 **And** the reversion, etc.

24 **And** all the Estate, etc.

25 **To hold** the same unto the s<sup>d</sup> *John Williams*, his  
 26 exors. admins. & ass. for the term of 1000 years at a pepper  
 27 corn rent.

28 **Subject to a Proviso** for determining & making and the now  
 29 abstracted Indre on payment, by the s<sup>d</sup>  
 30 *Henrietta* & *Thomas Danks*, their heirs, exors, admins, or ass. to  
 31 the s<sup>d</sup> *John Williams*, his exors. admins. & ass., of the full sum of  
 32 £200 & interest at the time & in manner therein ment<sup>d</sup>.

32 **Usual Covenants**

33 **Executed** by *Henr<sup>7</sup>. Danks* & *Thomas Danks* and  
 34 attested.

35 25 & 26 **By Indentures** of Lease and Release<sup>o</sup> of these dates, the  
 June 1810 Release made  
 36 Lease & Release between the s<sup>d</sup> *Henrietta Danks* of the 1<sup>st</sup> part, the s<sup>d</sup> *William*  
 Release **Danks**  
 37 of the 2<sup>nd</sup> part, & the s<sup>d</sup> *Thomas Danks* of the 3<sup>rd</sup> part, the s<sup>d</sup> *John*  
 38 *Williams* of the 4<sup>th</sup> part, *Isaac Espinasse* of *Grays Inn* in the County  
 39 of Middlesex, Esq., of the 5<sup>th</sup> part and *Robert Espinasse* of the *Inner*

folio 5:

1 *Temple, London*, Esquire, of the 6<sup>th</sup> part -

2 **After reciting** the before abstracted Will of the s<sup>d</sup> *Richard*  
 3 *Danks*<sup>o</sup>

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7 Henrietta

8 documents 1810-8 and 1810-9

9 see page 3

4 **And reciting** that the said Testator afterwards departed this  
 5 life leaving his s<sup>d</sup> Son **William Danks** him surviving who  
 6 entered upon & became seized of the s<sup>d</sup> Messuage, lands & hereditis  
 7 &, it was apprehended, took an estate tail therein under the  
 8 limitations of the s<sup>d</sup> Will

9 **After reciting** the before abstracted Will of the said **William**  
 10 **Danks**

11 **And reciting** the before abstracted Indentures of the 24<sup>th</sup>  
 12 October 1789 & the 7<sup>th</sup> Janry 1796<sup>10</sup>

13 **And reciting** that the s<sup>d</sup> principal sum of £200 was justly  
 14 due & owing to the s<sup>d</sup> **John Williams** upon, or by virtue of his s<sup>d</sup>  
 15 recited Mortgage Security, all interest for the same having been  
 16 paid up to the day of the date thereof as he did thereby acknowledge.

17 **And reciting** that the s<sup>d</sup> **William Danks** & **Thomas Danks** had  
 18 contracted & agreed to sell to the s<sup>d</sup> **Isaac Espinasse** the s<sup>d</sup> Messe,  
 19 Farm, lands, hereditis & premises thereafter ment<sup>d</sup> & intended to  
 20 be thereby released of the fee simple & inheritance thereof free  
 21 from all incumbrances, for the sum of £1470 out of which it had  
 22 been agreed that the s<sup>d</sup> sum of £200 should be paid unto the  
 23 said **John Williams** in discharge of his s<sup>d</sup> Mortgage.

24 **And reciting** that it had been agreed that, in order to convey  
 25 the s<sup>d</sup> hereditis so purchased by the s<sup>d</sup> **Isaac Espinasse** To the  
 26 uses & in manner thereafter ment<sup>d</sup> for his benefit discharged  
 27 of the said estates tail and all other estates tail of them the  
 28 s<sup>d</sup> **Wm. Danks**, party thereto, & **Thomas Danks**, or either of them,  
 29 if any such were then subsisting unbarred & all remainders and  
 30 reversions expectant on the same estates tail & all conditions and  
 31 collateral limitations annexed thereto or affecting the same.

32 And also discharged of the life estate therein devised to the s<sup>d</sup>  
 33 **Henrietta Danks** by the s<sup>d</sup> recited Will of the s<sup>d</sup> **William**  
 34 **Danks** decd. & all other her right & interest a common Recovery  
 35 should be suffered of the same hereditaments in such manner  
 36 as was thereafter expressed. And that the said **Henrietta Danks**  
 37 should join in the now abstracting Indenture & the Release  
 38 thereafter contained.

39 **It was Witnessed** that, in pursuance of the s<sup>d</sup> Agreement, and for  
 40 effectuating the purposes afs<sup>d</sup> & in conson<sup>11</sup> of the £200 part of

folio 6:

1 the said purchase Money by the s<sup>d</sup> **Isaac Espinasse** paid to the s<sup>d</sup>  
 2 **John Williams** at the request & by the direction of the s<sup>d</sup> **Thomas Danks**,  
 3 party thereto, & **William Danks**, party thereto, & with the privity of the s<sup>d</sup>  
 4 **Henrietta Danks** testified, etc.? the receipt, etc.? **And** also in conson.  
 5 of the sum of £1270 residue of the s<sup>d</sup> purchase money of the said  
 6 **Isaac Espinasse** paid to the s<sup>d</sup> **William Danks**, party thereto, & **Thomas**  
 7 **Danks**, in equal shares with the privity & consent of the s<sup>d</sup> **Henrietta**  
 8 **Danks**, testified, etc. The receipt etc. And also in conson of 10/- by the s<sup>d</sup>

10 see pages 5, 7 and 12

11 abbreviation of "consideration"?

9 *Robert Espinasse* paid to the s<sup>d</sup> *Henrietta Danks, William Danks*, pty thto<sup>12</sup>,  
 10 & *Thomas Danks*, the rect. etc. She, the said *Henrietta Danks*, at the request  
 11 of the s<sup>d</sup> *William Danks*, party thto, & *Thos Danks*, with the consent of the  
 12 said *Isaac Espinasse*, testified as aforesaid, Did bargain, sell & release, etc.  
 13 the s<sup>d</sup> *William Danks*, party thto, & *Thomas Danks* with the consent of the  
 14 said *Isaac Espinasse*, testified as afs<sup>d</sup>, Did grant, bargain, sell, alien,<sup>13</sup>  
 15 release & confirm, unto the s<sup>d</sup> *Robert Espinasse* in his actual possession,  
 16 etc. & to his heirs & assigns.

17 *All* that Messuage, tenement or dwelling house  
 18 with all & singular the Barns, Stables, Stalls,  
 19 Outbuildings, yards, gardens, orchards & appurts.  
 20 thereunto belonging. And also All<sup>14</sup> those several  
 21 pieces or parcels of enclosed land, arable meadows,  
 22 pasture & wood thereunto also belonging, etc.  
 23 therewith commonly used & enjoyed, containing  
 24 altogether, by estimation, 70 acres, be the same  
 25 more or less & commonly called or known by  
 26 the name of *East Down*. All which said  
 27 premises were formerly the estate of *Richard Rich*  
 28 of *Seven Oaks*, Gentleman, long since deceased,  
 29 who sold & conveyed the same to the afs<sup>d</sup> *Rich<sup>d</sup>*  
 30 *Danks* who devised the same as therein before  
 31 was mentioned & were situate, standing, lying  
 32 & being in the parish of *Shoreham* afs<sup>d</sup> in the  
 33 s<sup>d</sup> County of Kent & were formerly in the tenure  
 34 or occupation of the said *William Danks*, deceased,  
 35 afterward of *Joseph Wood* & then or late of the  
 36 s<sup>d</sup> *William & Thomas Danks*, their assigns or  
 37 undertenant.

38 *Together* all house, etc.

39 *And* the Reversion, etc.

40 *And* all the Est. etc.

41 *And* all Deeds, etc.

folio 7:

1 *To hold* the same, with the appurts. unto the s<sup>d</sup> *Rob.*  
 2 *Espinasse*, his heirs & assigns

3 *To the Use* of the s<sup>d</sup> *Robert Espinasse*, his heirs & ass. for  
 4 ever. To the intent that the s<sup>d</sup> *Robert Espinasse* might become  
 5 perfect tenant of the Frehold of the s<sup>d</sup> Messuage, Farm,  
 6 lands, hereditaments & premises thereinbefore ment<sup>d</sup> & intended  
 7 to be thereby released against whom one or more good & perfect  
 8 Recovery or Recoveries might be had & suffered thereof in  
 9 such manner as was thereafter mentioned for which intent  
 10 & purpose it was thereby agreed & declared that it should be  
 11 lawful for the s<sup>d</sup> *Isaac Espinasse* before the end of the then

12 "thereto"

13 lines 13 & 14 are a repeat of lines 11 & 12 but this is as written in the original

14 Sometimes a capital A is written "A" (as in And here) and sometimes, as in "All" here, as a larger version of a "small a" as it is usually given when hand written

12 present Trinity Term or Michaelmas Term then next ensuing  
 13 or some subsequent term to sue forth & prosecute out of His  
 14 then Majesty's High Court of Chancery against the said **Robt**  
 15 **Espinasse** one or more Writ or Writs of Entry Sur Disseizin  
 16 en le post to be returnable before the Justices of His then  
 17 Majesty's Court of Common Pleas at Westminster thereby  
 18 demanding against the s<sup>d</sup> **Robert Espinasse** the s<sup>d</sup> Messuages,  
 19 Farm lands, heredit & premises with their appurts. by such apt  
 20 and convenient name or names, quantities & qualities of land  
 21 & other descriptions to ascertain the same as should in that  
 22 behalf be thought requisite to which said Writ or Writs the  
 23 s<sup>d</sup> **Robert Espinasse** thereupon appear & vouch to warrant  
 24 the s<sup>d</sup> **William Danks**, party thereto, & **Thos. Danks** who should also appear &  
 should enter  
 25 into the s<sup>d</sup> Warranty & should vouch over to Warrant the Common  
 26 Voucher of the same Court so as that one or more good, perfect  
 27 common Recovery or common Recoveries with double Voucher  
 28 should or might be had, suffered & executed of the s<sup>d</sup> Messe.  
 29 Farm lands, heredit & premises therein before ment<sup>d</sup> & intended  
 30 to be thereby released.

31 **Declaration** that the said Common Recovery so as afs<sup>d</sup> or in any  
 32 other manner to be had, made, suffered & executed & all & every other  
 33 recovery & common Recoveries, fine & fines & all other assurances whats<sup>t</sup>  
 34 already had, made, suffered or executed or thereafter to be had, made,  
 35 suffered or executed of the said Messuage, Farm lands, hereditaments  
 36 & premises should be & enure.

37 **To the uses** & upon the trusts thereafter limited & declared  
 38 of & concerning the same (that is to say)

39 **To such uses** upon such trusts & to & for such ends, intents  
 40 & purposes & with, under & subject to such powers, provisos

folio 8:

1 & declarations as the s<sup>d</sup> **Isaac Espinasse**, by and deed or deeds,  
 2 writing or writings, with or without power of revocation, to  
 3 be sealed & delivered by him in the presence of, & to be attested  
 4 by two or more credible Witnesses or by his last Will and Testament  
 5 in writing, or any Codicil thereto to be signed, sealed & published  
 6 by him in the presence of & to be attested by 3 or more credible  
 7 Witnesses should, from time direct limit or appoint & in default  
 8 of such direction, limitation or appointment and, in the mean  
 9 time, subject thereto

10 **To the Use** of the s<sup>d</sup> **Isaac Espinasse** & his ass. for life Remr

11 **To the Use** of the s<sup>d</sup> **Robert Espinasse** & his heirs during the life  
 12 of the said **Isaac Espinasse** In trust for the s<sup>d</sup> **Isaac Espinasse**  
 13 and his assigns. with Remr.

14 **To the Use** of the said **Isaac Espinasse**, his heirs & ass. for ever

15 **Covenant** by the s<sup>d</sup> **Henrietta Danks** that she had done no  
 16 act to incumber

17 **Separate Covenants** by the s<sup>d</sup> **William Danks** & **Thos.**

18 **Danks** as to their respective and divided moieties that they were lawfully  
 19 seized had good right to convey - For quiet enjoyment  
 20 Free from incumbrances - and for further assurance

21 **And reciting** that it had been agreed that the said term

22 of 1000 years & 1000 years so granted to the said **John Williams**  
 23 as afores<sup>d</sup> in the said respective undivided moieties of the said  
 24 heredit. & premises should be surrendered.

25 **It was further Witnessed** that, in pursuance of the s<sup>d</sup> Agreement  
 26 & for the consons<sup>15</sup> afs<sup>d</sup>, He, the s<sup>d</sup> **John Williams**, at the request & by the diron<sup>16</sup>  
 27 of the s<sup>d</sup> **Henrietta Danks, William Danks**, party hereto, **Thomas Danks**  
 28 & **Isaac Espinasse** testified as afs<sup>d</sup>, **Did** assign, surrender & yield up unto  
 29 the s<sup>d</sup> **Isaac Espinasse**, his heirs & assigns:

30 The several undivided moieties of & in the s<sup>d</sup>  
 31 Messe, Farm lands & Heredit. thereinbefore  
 32 mentioned & intended to be released & assured  
 33 & all other the premises which in & by the  
 34 s<sup>d</sup> several hereinbefore recited Indentures of  
 35 the 24<sup>th</sup> day of October 1789 & the 7<sup>th</sup> day of  
 36 January 1796 were respectively granted, bargained,  
 37 sold & demised unto the said **John Williams**  
 38 or intended so to be with their, and every of their  
 39 appurts.

40 **And** all the Estate, etc.

folio 9:

1 **To hold** the same with the appurts. unto the s<sup>d</sup>  
 2 **Isaac Espinasse**, his heirs & ass. from thenceforth for  
 3 & during all the rest, residue & remainder of the s<sup>d</sup>  
 4 terms of 1000 years and 1000 years then to come  
 5 & unexpired therein resp<sup>17</sup>. To the intent that the  
 6 residue of the same several terms might from & immely<sup>18</sup>  
 7 after the suffering & perfecting the Common Recovery  
 8 theretofore agreed to be suffered, merge & become  
 9 extinguished in the immediate reversion freehold and  
 10 inheritance of the same several undivided moieties,  
 11 heredit. & premises which, by virtue of such Recovery  
 12 & the now abstracting Indenture would become or was  
 13 intended to be assured to, or invested in, the s<sup>d</sup> **Isaac**  
 14 **Espinasse**, his appointees, heirs & assigns as afs<sup>d</sup>.

15 **Covenant** by the s<sup>d</sup> **John Williams** that he had done no  
 16 act to encumber.

17 **Executed** by all the s<sup>d</sup> parties except the said  
 18 **Isaac Espinasse** & attested (the execution by  
 19 **Henrietta Danks** being by a mark, the attestation  
 20 not mentioning the deed to have been read over  
 21 to her & attested by one Witness only) Receipts  
 22 for £200 and £1270 endorsed, signed and  
 23 witnessed.

---

15 "considerations"

16 "direction"?

17 "respectively"

18 "immediately"?

19 note in margin too faint to read

The next section, dated 50<sup>th</sup> Geo. 3<sup>rd</sup> (1790) - this is the date it was originally written - is in a very small hand and looks as if it was added to the abstract later than the following section.

Trinity Term 50<sup>th</sup> Geo. 3<sup>rd</sup>

Orig<sup>l</sup> Exemplification of Recovery

The said **Isaac Espinasse**, Deceased

The said **Rob<sup>t</sup> Espinasse**, Tenant and the s<sup>d</sup>

**W<sup>m</sup> Danks & Thos. Danks** vouched.

2 Messe. 3 gardens, 75<sup>a20</sup> of land, 10<sup>a</sup> of meadow, 10<sup>a</sup> of pasture & 10<sup>a</sup> of wood

with the appurts. in the parish of **Shoreham** in Kent.

18<sup>th</sup> September 1833

1 Office copy will The said **Isaac Espinasse** therein described as of **Hextable House** in  
2 the County of Kent, Esq. by his will of this date, gave, devised &  
bequeathed

3 to his son, **James Espinasse**, of **Grays Inn**, Barrister at Law

4 **All** his estate & property of every kind & description

5 here or in **Ireland**, to him, his heirs & assigns

6 for ever, chargeable with an Annuity or yearly

7 rent charge of £200 a year to Testator's dau.

8 in Law, **Susannah Eliz<sup>th</sup> Espinasse**, his **Ja. Espinasse's**

9 Wife, for her natural life, in manner following,

10 that is to say, £40 a year part of the s<sup>d</sup> Sum

11 quarterly from the time of his (the s<sup>d</sup> testator's)

12 death when his said Son would become entitled

13 to all his property, to & for her sole & separate

14 use &, in case of his death that should immely<sup>21</sup>

15 become entitled to & take & receive the whole

16 sum of £200 yearly by quarterly for the end

folio 10:

1 and term of her natural life, to be received by her

2 in lieu of Dower & as a Jointure to be enjoyed

3 by her, the appointed his s<sup>d</sup> Son **James**

4 **Espinasse** & his s<sup>d</sup> Daughter, Executor & Executrix,

5 of his Will & his brother, **Robert Espinasse** of **the**

6 **Temple** & his Nephew, **Richard Espinasse**, of the

7 County of **Wicklow** in **Ireland**, Trustees on behalf

8 of his said daughter-in-law and to see te bequest of his s<sup>d</sup> Will  
carried into effect.

9 **Proved** in the Prerogative Court of Canterbury

10 by the s<sup>d</sup> **Ja. Espinasse** & **Susannah Eliz<sup>th</sup> Espinasse**,

11 his Wife, 18<sup>th</sup> March 1834.

---

20 acres

21 "immediately"

Documents in this Abstract date from April 1765 to July 1835.

		page
1765-1; -2 5 & 6 April	Indentures of Lease & Release	A.2. 2
1777-1; -2 28 & 29 Nov	Indentures of Lease & Release	A.2. 8
1791-6M 25 Jun	Indenture of Mortgage between James Luck & James Martin	A.2.13
1827-1; 21 Jun	Indenture	A.2.17
1834; 6 Jan	Will of B.S. Pryor	A.2. 29
1835 14 Jul	Indenture of Assignment mentioned also in 1841-5 (see page N.1)	A.2. 31

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

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5<sup>th</sup> & 6<sup>th</sup> April 1765 **By Indentures** of Lease & Release of these dates, the Release of the  
latter  
2 Lease & Release date & made between *Nicholas Burgis* of *Brompton* in the County of Kent,  
Labourer  
3 to the Riggers, of the 1<sup>st</sup> part, *Thomas Birch*<sup>22</sup>, of Brompton afores<sup>d</sup>, House  
Carpenter,  
4 of the 2<sup>nd</sup> part, & *Sarah Barns*, of Brompton afsd, Widow of the 3<sup>rd</sup> part  
5 **Reciting** that a Marriage was intended by divine permission to  
6 be shortly had & solemnized between the s<sup>d</sup> *Nicholas Burgis* & the  
said  
7 *Sarah Barns*.  
8 **It was witnessed** that, in consideration of the said intended Marriage,  
9 & for providing a Jointure & Maintenance for the s<sup>d</sup> Sarah Barns in case  
she sho<sup>d</sup>.  
10 after the said Marriage had and solemnized, survive & overlive the said  
Nich.  
11 Burgis, her intended husband, & for conveying, settling and assuring the  
12 Messuage or Tenement, land, hereditaments & premises thereafter  
particularly  
13 mentioned Upon the several trusts & to & for the several uses, intents &  
purposes  
14 thereafter mentioned, expressed & declared. And also in consideration  
of 10/- of  
15 lawful money to s<sup>d</sup> *Nicholas Burgis* paid by s<sup>d</sup> *Thomas Rich*, the s<sup>d</sup>  
Nicholas  
16 Burgis did grant, bargain, sell, alien, release & confirm unto s<sup>d</sup> Thomas  
Rich  
17 (in his actual possession, etc.) and to his heirs and assigns,  
18 **All** that part of the Messuage or Tenement called  
19 *Porters*<sup>23</sup> whin<sup>24</sup> *John Small* formerly dwelt & wherein  
20 one, *John Richardson*, did afterwards dwell, with  
21 the edifices, buildings, yard, garden, orchard and  
22 backside thereunto belonging, called the *New Orchard*,  
23 containing, by estimation, one acre of land, more or  
24 less, situate, lying and being in *Shoreham* in the  
25 County of Kent & formerly in the tenure or occupation  
26 Thomas Gouldstone, or his assigns, afterwards of *Rich*<sup>d</sup>  
27 *Packham*, since of *Rich*<sup>d</sup> *Packham* & *Henry Packham*  
28 & then or late in the tenure or occupation of *Thomas*  
29 *Smith* or of his assigns or undertenants, abutting to  
30 another part of the Messuage or Tenement called  
31 *Porters* & to the Lands the or late of *Rich*<sup>d</sup> *Rich*

---

<sup>22</sup> "or Rich" in the margin but "Birch" is ticked; the name is given as "Rich" in line 15 below

<sup>23</sup> East Down was earlier called Porters

<sup>24</sup> "wherein"

32 towards the South & West & to lands formerly of **Sir**  
 33 **Thomas Norton**, Knight, towards the North & East as  
 34 the metes & bounds thereof did more plainly set forth  
 35 & show.  
 36 **And** the Rev<sup>n</sup>, etc.

folio 2:

1 **And** all the Estate, etc.  
 2 To hold same unto said **Thos. Rich**, his heirs & assigns  
 3 **Upon** the several trusts, etc. thereafter ment<sup>d</sup>. (that was to say)  
 4 **To the use & behoof** of the said **Nicholas Burgis** & his heirs  
 5 until said intended Marriage. Rem<sup>r</sup>  
 6 **To the use & behoof** of said **Nicholas Burgis** & his ass<sup>s</sup> for life  
 7 sans waste Rem<sup>r</sup>  
 8 **To the use & behoof** of the said **Thomas Rich** & his heirs & assigns  
 9 during  
 10 the life of s<sup>d</sup> **Nicholas Burgis** To preserve conting<sup>t</sup> 25 Rem<sup>r</sup> And  
 11 after the decease of said **Nicholas Burgis**  
 12 **To the use & behoof** of said **Sarah Barns**, his said intended Wife  
 13 during widowhood & no longer Rem<sup>r</sup>  
 14 **To the use & behoof** of all and every the Son & Sons, Daughter  
 15 & Daughters of said **Nicholas Burgis** on the body of s<sup>d</sup> **Sarah**  
 16 **Barns**, his said intended Wife, lawfully to be begotten & of the several  
 17 & respective heirs of their several & respective body & bodies lawfully  
 18 to be begotten severally & respectively share & share alike as tenants  
 19 in common and not as joint tenants. And for default of issue  
 20 Rem<sup>r</sup>  
 21 **To the use & behoof** of the right heirs of s<sup>d</sup> **Nicholas Burgis** for ever  
 22 And to & for no other use, etc.  
 23 **Covenants** by said **Nicholas Burgis** that said premises should be,  
 24 remain & continue upon the several trusts, etc. afs<sup>d</sup> & for fur<sup>r</sup> Assurance  
 25  
 26 **Executed** by all parties & duly attested  
 27 There was no issue by this Marriage but the Settler died on the 26  
 28 day of 17 leaving 2 sons by a former Marriage, i.e. **Nicholas**  
 29 **Burgis** & **Thomas Burgis**, parties to the next Deed, & his only heirs in  
 30 Gavelkind.

28<sup>th</sup> & 29<sup>th</sup> Nov 1777 **By Indentures** of Lease & Release of these dates & made between  
 28 **Sarah**  
 29 Lease & Release **Burgis** (formerly **Sarah Barns**) of **Brompton** afs<sup>d</sup> (described the Widow of  
 30 **Nicholas Burgis**, late of the Parish of **Wrotham** in said Co.etc., Yeoman,  
 31 decd)  
 32 **Nicholas Burgis** of **Allentine** in the s<sup>d</sup> Co<sup>y</sup> of Kent, Blacksmith, & **Thomas**  
**Burgis** of **Gillingham** in s<sup>d</sup> County, Blacksmith (which s<sup>d</sup> Nicholas Burgis,  
 party hereto, & Thomas Burgis were the only surviving sons & Coheirs in

<sup>25</sup> contingent? How can lines 4 to 9 make sense? What is the meaning of the "Rem<sup>r</sup>"?

<sup>26</sup> spaces left for date

33 Gavelkind according to the custom of Gavelkind for Gavelkind lands used  
 34 in the said County of Kent of said **Nicholas Burgis**, their late Father,  
 35 decd. of the one part & **James Luck** of **Shoreham**, in the said County,  
 Yeoman,  
 36 of the other part.

37 **Reciting** that said **Sarah Burgis** was tenant for life of the  
 38 premises, etc. and that s<sup>d</sup> **Nicholas Burgis** (party thto) & **Thomas**  
 39 **Burgis** were entitled to the fee simple of inhanche<sup>27</sup> thereof expectant

folio 3:

1 upon the death of the said **Sarah Burgis**.

2 **And reciting** that said **James Luck** had contracted and  
 3 agreed with s<sup>d</sup> **Sarah Burgis, Nicholas Burgis** (party hereto) and  
 4 **Thomas Burgis** for the absolute purchase of the s<sup>d</sup> premises at the  
 5 sum of £70.

6 **It was witnessed** that, in pursuance of said recited Agreement  
 7 and in conson<sup>28</sup> of £35 of lawful money to s<sup>d</sup> **Sarah Burgis** paid by  
 8 said **James Luck** And also in conson of the further sum of £35 of  
 9 like lawful money to s<sup>d</sup> **Nicholas Burgis** (party hereto) & **Thomas Burgis**,  
 10 likewise paid by said James Luck, making together, in the whole, the  
 11 sum of £70, the respective receipts of which s<sup>d</sup> sums of £35 & £35  
 12 were thby acknowledged. They, s<sup>d</sup> **Sarah Burgis, Nicholas Burgis** (party  
 13 thto & **Thomas Burgis**, did clearly & absolutely grant, bargain & sell, alien,  
 14 release & confirm unto s<sup>d</sup> **James Luck** (in his actual person, etc.) & to his  
 15 heirs & assigns

16 **All** said premises

17 **And** all & all manner of houses, etc.

18 **And** the reversion, etc.

19 **And** all the Estate, etc.

20 **And** all Deeds, etc.

21 **To hold** same unto s<sup>d</sup> **James Luck**, his heirs & assigns

22 **To the sole** and only proper **Use** and **behoof** of said James Luck  
 23 & of his heirs & assigns for ever.

24 **Covenants** by sais **Sarah Burgis & Nicholas Burgis** (party thto)  
 25 and **Thomas Burgis** that (notwithstanding any act, etc. by s<sup>d</sup> Nicho.  
 26 Burgis, decd. or by themselves to the contrary) they were lawfully  
 27 seized, had good right to convey - for quiet enjoyment - free from  
 28 incumbrances (the rents & services due to the Chief Lords of the  
 29 fee only excepted) and for further assurance

30 Executed by said **Sarah Burgis & Nicholas**

31 **Burgis** (pty thto) and **Thomas Burgis**, mark, and

32 attested, by 2 witnesses, & receipts for £36 by s<sup>d</sup> Sarah Burgis

33 and for £36 by s<sup>d</sup> Nicholas Burgis (pty thto) and

34 Thomas Burgis receptively indorsed, signed and

35 witnessed.

---

<sup>27</sup> inheritance

<sup>28</sup> consideration



28 | since been in possession or receipt of Rents nor has his title or power of  
 29 |<sup>35</sup> Redemption  
 | been in any manner recognized.

21<sup>st</sup> June 1827 **By Indenture** of this date & made between **Mary Martin** of **Shoreham**  
 2 Original afores<sup>d</sup>, Widow (Relict & sole Executrix named in & appointed by the last  
 Will  
 3 & Testament of **James Martin** formerly of Shoreham afs<sup>d</sup>, Wheelwright,  
 decd,) of  
 4 the first part, **John Smith** of the Parish of Shoreham, afs<sup>d</sup>, Husbandman, of  
 5 the second part & **Boetius Symmachus Pryor** of **Park House** in the Parish of  
 6 **Eynsford** in the same County, Yeoman of the 3<sup>rd</sup> part.  
 7 **Reciting** the last hereinbefore extracted Indenture of Mortgage  
 8 **And reciting** that default was made in payment of said sum  
 9 of £100 by s<sup>d</sup> **James Luck** whereby the estate & interest of s<sup>d</sup> **James**

folio 5:

1 **Martin**, his exors. etc. in said hereditaments became absolute at  
 Law  
 2 for the residue of s<sup>d</sup> term of 500 years  
 3 **And also reciting** that s<sup>d</sup> **James Martin** under and by virtue  
 4 of s<sup>d</sup> thereinbefore recited and hereinbefore abstracted Mortgage in  
 or  
 5 about the year 1794<sup>36</sup> ejected the said James Luck from said premes  
 6 & entered into the possession thereof or of the receipts of the rents  
 and  
 7 profits thereof and he, the said **James Martin** and the said **Mary**  
 8 **Martin** as his legal personal representative respectively contained  
 9 in such possession or receipt until the month of June 1812.  
 10 **And also reciting** that said **Mary Martin** as such Extrix  
 11 of the Will of the said **James Martin**, deceased, as afs<sup>d</sup> considering  
 12 the said mortgaged hereditaments irredeemable in Equity in or  
 13 about the said year 1812 contracted and agreed with the said  
 14 **John Smith** for a sale to him of the same for all the then residue  
 15 and remainder of the said term of 500 years and all her estate claim  
 16 of interest in and to the same at the price or sum of £129 and  
 17 the s<sup>d</sup> **John Smith** to enable him to carry such contract into  
 execution  
 18 on his part and to put the said Messauge or tenement, heredit &  
 19 premises in a better state of repair than the same were then in  
 20 applied to & requested the s<sup>d</sup> **B. S. Pryor** to lend him the sum of  
 21 £150 which s<sup>d</sup> sum of £150 s<sup>d</sup> **B. S. Pryor** advanced to him on

---

<sup>35</sup> this paragraph has a line at the left hand side; it was obviously added by the writer of the Abstract.

<sup>36</sup> 1791 if it refers to document abstracted starting on folio 13

22 interest at 5 pr. C<sup>t</sup> annum on the security of a Deposit of the  
 23 Title Deeds to same hereditis & premes accordingly & s<sup>d</sup> **John Smith**  
 24 out of same paid to s<sup>d</sup> **Mary Martin** s<sup>d</sup> purchase money or sum  
 25 of £129 but no assignment of s<sup>d</sup> term of 500 years had ever been  
 26 executed by said **Mary Martin** unto s<sup>d</sup> **John Smith**.  
 27 **And reciting** that s<sup>d</sup> **John Smith**, having omitted to pay  
 28 & keep down the interest on the said Sum of £150 and the arrears  
 29 of such interest having amounted to the sum of £30, it was, in or  
 30 about the year 1818, agreed between ??, the s<sup>d</sup> **John Smith** & **B.S.**  
 31 **Pryor** that the said sum of £30 should, from that time, be treated  
 32 as principal money and bear interest at the rate of 5 per cent &  
 thby<sup>37</sup>  
 33 the principal sum then due from the s<sup>d</sup> **John Smith** to the s<sup>d</sup> **B.S.**  
 34 **Pryor** was increased to the sum of £180 and it was thereupon also  
 35 agreed between the said **John Smith** and **B.S.Pryor** that the lieu &  
 charge  
 36 of the s<sup>d</sup> **B.S.Pryor** upon the s<sup>d</sup> hereditis & premes should extend to  
 37 the s<sup>d</sup> principal sum of £180 & Interest after the rate afs<sup>d</sup>.  
 38 **And also reciting** that s<sup>d</sup> principal sum of £180 still  
 39 remained due & owing to the s<sup>d</sup> **B.S.Pryor** together with an arrear  
 40 of interest then amounting to the sum of £22.10 & it had been

folio 6:

1 agreed between and by s<sup>d</sup> **John Smith** and **B.S.Pryor** that an  
 2 absolute assignment of s<sup>d</sup> Messe. or Tenem<sup>t</sup>, hereditis & premises  
 3 should be made unto the s<sup>d</sup> **B.S.Pryor** in full satisfaction and  
 4 discharge of such said Mortgage debt. And s<sup>d</sup> **Mary Martin** had,  
 5 upon the application of said **John Smith**, consented & agreed to  
 concur  
 6 in & execute such Assignment in manner thinafter ment<sup>d38</sup>  
 7 **It was Witnessed** that, in pursuance & performance of s<sup>d</sup> several  
 thinbefore  
 8 in part recited Agreement & in conson<sup>39</sup> of £129 of lawful money so paid  
 9 by s<sup>d</sup> **John Smith** to s<sup>d</sup> **Mary Martin** as thereinbefore was mentioned<sup>40</sup>, the  
 10 receipt whereof and that the same was in full for the absolute purchase of  
 the  
 11 s<sup>d</sup> Messe or tenem<sup>t</sup>, land, hereditis & premes for all the residue of s<sup>d</sup> term  
 12 of 500 years created by s<sup>d</sup> Indre of Mortgage bearing date the 25<sup>th</sup> day  
 13 of June 1791<sup>41</sup> free from all right or equity of Redemption the s<sup>d</sup> **Mary Martin**  
 14 did thereby admit & acknowledge & of & from the payment thereof did  
 acquit,  
 15 release & discharge s<sup>d</sup> **John Smith** and also s<sup>d</sup> **B.S. Pryor**, their & each of  
 16 their heirs, exors, admors & ass. And also, in conson of the sum of 5/- to  
 said

37 "thereby"

38 "thereinafter mentioned"

39 "consideration"

40 £129 mentioned on folio 5, lines 16 and 25

41 abstract starts on folio 13

17 *Mary Martin* paid by s<sup>d</sup> *B.S. Pryor*, the receipt whereof was thereby  
 18 acknowledged.  
 19 And also in consideration<sup>42</sup> of the sum of £202 10/- so due & owing from  
 20 the s<sup>d</sup> *John Smith* to s<sup>d</sup> *B.S. Pryor* as thereinbefore was ment<sup>d</sup>, She, s<sup>d</sup> *Mary*  
 21 *Martin*, as such Extrix of the Will of the s<sup>d</sup> *James Martin*, her late husband,  
 22 deceased as afs<sup>d</sup> (at the request & by the direction of the s<sup>d</sup> *John Smith*,  
 testified,  
 23 etc.) did bargain, sell, assign, transfer & set over. And s<sup>d</sup> *John Smith* did  
 bargain,  
 24 sell, assign, transfer, set over & confirm unto s<sup>d</sup> *B.S. Pryor*, his exors,  
 admons  
 25 and assigns.  
 26 *All* s<sup>d</sup> premes. by the description of  
 27 *All* that messuage or tenement commonly called  
 28 or known by the name of *Porters* with the Edifices,  
 buildings, heredit. & appurts. thereunto belonging  
 29 or therewith, usually letten, used, occupied or enjoyed.  
 Together  
 30 with the yards, garden, piece or parcel of land  
 31 or Orchard Ground thereunto belonging & near or  
 32 adjoining thereto called *The New Orchard* containing,  
 33 by estimation, one Acre were the same, more or  
 34 less, situate, lying & being in the Parish of *Shoreham*  
 35 in the s<sup>d</sup> County of Kent & formerly in the tenure  
 36 or occupation of *John Small*<sup>43</sup>, his assigns or undertenants,  
 37 afterwards of *Thomas Goldstone* or his assigns, afterwar<sup>d</sup>  
 38 of *Richard Packman* & *Henry Packman* or one of  
 39 them since of *Thomas Smith*, his ass<sup>s</sup> or undertenants  
 40 & then or late of s<sup>d</sup> *John Smith*, his undertenants

folio 7:

1 or assigns abutting to a certain other Messuage or  
 2 tenement or the scite<sup>44</sup> whereon the same lately  
 3 stood of which was formerly part of the s<sup>d</sup> Messe.  
 4 or Tenement thereinbefore described & thby<sup>45</sup> assigned,  
 5 or intended so to be, called *Porters* & also abutting  
 6 to the lands formerly of *Richard Rich* since to  
 7 the heirs of <sup>46</sup> *Danks* & them of  
 8 towards the South & West and to the lands late of  
 9 *Bowles*, Esq<sup>te</sup> & then of  
 10 towards the North & East as the meets Hounds thof<sup>47</sup>  
 11 did more plainly set forth & shew.  
 12 *Together* with all ways, etc.

---

42 spelled out in full here

43 "Smith" crossed out and replaced with "Small"

44 site?

45 "thereby"

46 gaps left here and at the end of the line and at the beginning and end of line 9

47 "thereof"

13 **And** all the Estate, etc.  
 14 **Together** with all Deeds, etc.  
 15 **To hold** the same unto s<sup>d</sup> **B.S. Pryor**, his exors., admors.  
 16 & assigns from the day of the date of the now abstracting  
 17 Indenture for the residue of the said term of 500 years  
 18 created by the thereinbefore in part recited & by the ?? before  
 19 abstracted Indre of the 25<sup>th</sup> day of June 1791<sup>48</sup> & then to come  
 20 & unexpired without impeachment of waste, freed and  
 21 absolutely discharged of & from all right title & equity of  
 22 redemption & all other claim, titles, or incumbrances, whats<sup>f</sup>  
 23 **Covenants** by said **Mary Martin** & **John Smith** that they & said  
 24 **James Martin**, deced, had done no act to incumber - that they, or  
 25 one of them, had good right to assign - for quiet enjoyment  
 26 as agst<sup>49</sup> themselves, or any person claiming by, through, under or  
 27 in trust for the said **James Luck** and **James Martin**, deceased or  
 28 either of them - and for further Assurance -  
 29 **Executed** by said **Mary Martin** & **John Smith**  
 30 & duly attested.

6<sup>th</sup> January 1834 **The** said **B.S. Pryor** by Will of this date did (amongst other things)  
 2 <sup>50</sup> give, devise & bequeath as follows  
 3 “**Also** I give, devise & bequeath unto my s<sup>d</sup> Brother  
 4 “**Thomas Pryor**, All those two Messuages or  
 5 “Tenements with the Garden, Orchard, Meadow &  
 6 “appurtenances thereunto belonging, situate at **East**  
 7 “**Down** in the Parish of **Shoreham** in the said  
 8 “County as the same were late in the occupation  
 9 “of **John Smith** but now untenanted. **To hold**

folio 8:

1 “unto the said **Thomas Pryor**, his heirs, executors,  
 2 “administrators & assigns, absolutely, for ever”  
 3 Said Testator appointed his wife, **Sarah Pryor**, & the said **Thomas Pryor** &  
 4 **William Nash**<sup>51</sup> of **Surrey Place, Kent Road**, Esq<sup>ie</sup>, Executrix &  
 5 Executors  
 6 of his Will.  
 7 **Executed** by the said Testator, **B. S. Pryor** in  
 8 the presence of & attested by three Witnesses &  
 9 proved in the Prerogative Court of Canterbury the  
 10 30<sup>th</sup> day of April 1834 by the said **Thomas**  
 11 **Pryor** and **William Nash Rimed**<sup>52</sup>, Esquire, two of  
 the Executors - Power reserved to **Sarah Pryor**

<sup>48</sup> see folio 13

<sup>49</sup> “against”

<sup>50</sup> a note written here, possibly “Not produced”

<sup>51</sup> just “William Nash” here but, for rest of abstract, given as “William Nash Round”.

<sup>52</sup> underlined; changed to “Round” in margin which is named used later

12 who has not proved.

(  
)  
(  
)

rest of this folio blank except for this line

folio 9:

14<sup>th</sup> July  
1835

**By Indenture** of Assignment of this date<sup>53</sup> Between the said **Thomas Pryor** therein described as of Eynsford Cottage in the Parish of Eynsford in the County of Kent, Gentleman, & **William Nash Round** of No.1 Surrey Place, Old Kent Road in the County of Surrey, Esq<sup>re</sup>, of the 1<sup>st</sup> part, **Sarah Pryor** of Eynsford aforesaid, Widow, of the 2<sup>nd</sup> part, the said **Thomas Pryor** of the 3<sup>rd</sup> part<sup>54</sup> & **James Espinasse**,<sup>55</sup> of **Bedford Row** in the parish of **St. Andrew, Holborn**, in the County of Middlesex, Esq<sup>re</sup>, of the 4<sup>th</sup> part.

Original

4

5

6

7

8

**After Reciting** the before abstracted Indenture of the 25<sup>th</sup> of June 1791<sup>56</sup>

9

and the death of the said **James Martin** having first made his Will and appointed his Wife, **Mary Martin**, Sole Executrix.

10

11

**And Reciting** the before abstracted Indenture of the 21<sup>st</sup> of June 1827

12

} **And Reciting** that the said **B. S. Pryor** in his lifetime built another

13

}<sup>57</sup> Dwelling house in the Orchard comprized in the said last recited Indenture

14

**And Reciting** the before abstracted Will of the said **Boetins**

15

**Symmadum Pryor**

16

**And Reciting** that the said **Thomas Pryor** and **William Nash**

And as such Excors has assented to the ? devise & bequest to **Thos. Pryor**

17

**Round** had paid all the Debts of the said B. S. Pryor ^<sup>58</sup> and they did thereby acknowledge & declare and they did thereby assent thereto

18

19

**And Reciting** that the said **Thomas Pryor** had contracted & agreed

20

with the said **James Espinasse** for the absolute Sale to him of the

21

said premises? for the residue of the said Term of 500 years. And all

22

his Estate & Interest therein at the price or sum of £80 and had

23

applied to the said **William Nash Round** & **Sarah Pryor** to join

<sup>53</sup> mentioned in Release & Assignment dated 25 May 1841, document 1841-5

<sup>54</sup> "of the first part" and also "of the third part"?

<sup>55</sup> all the names in these lines are underlined

<sup>56</sup> see folio 13

<sup>57</sup> line marking these two lines

<sup>58</sup> above line inserted here; thus "Round" at the beginning of line 17 is the third part of William Nash' name

24 in the now abstracting Indenture which they respectively had  
25 assented and agreed to do.

26 *It is Witnessed* that, in consideration of the sum of £80 of lawful Money  
27 of Great Britain to the said *Thomas Pryor* with the privity & consent of the said  
28 *William Nash Round & Sarah Pryor* at the same time paid by the said  
29 *James Espinasse*. He, the said *Thomas Pryor* did grant, bargain, sell,  
30 assign, transfer & set over. And the said *William Nash Round & Sarah*  
31 *Pryor*, at the request and by the direction of the said *Thomas Pryor*, testified &  
32 Did assign, ratify and confirm unto the said *James Espinasse*, his  
33 exors, admors & assigns

34 All those the said Messuages and Tenements  
35 formerly consisting of only one Messuage or tenement  
36 with the yard, garden, orchard and backside called  
37 the *New Orchard* containing, by estimation 1 Acre,

*folio 10:*

1 more or less, situate, lying and being at *East Down*  
2 in the parish of *Shoreham* in the County of Kent.  
3 And all & singular other the premises comprized in  
4 or assigned by the said abstracted Indenture of the  
5 21<sup>st</sup> day of June 1827<sup>59</sup> and all which said premises  
6 were then better Known by the description thereafter  
7 contained, that is to say, All that Messuage, tenement  
8 or dwellinghouse adjoining to and forming part of a  
9 certain Messuage or Tenement belonging to *James*  
10 *Espinasse*, Esq<sup>re</sup> and then in the occupation of  
11 *Richard Chalklin*, formerly called *Porters* but then  
12 generally known by the name of *East Down* with  
13 the buildings and appurtenances thereunto belonging  
14 and which said Messuage, tenement or dwelling house  
15 abuts upon the said Messuage or Tenement called  
16 *Porters* or *East Down* towards the South on lands  
17 formerly of *Richard Rich* but then of the said  
18 *James Espinasse* towards the West on the Kings  
19 Highway leading from *East Down* to *Shoreham*  
20 towards the North and to a Garden belonging to  
21 the said Messuage or Tenement called *Porters* and  
22 *East Down* also property of the said *James*  
23 *Espinasse* towards the East. And also all that  
24 piece or parcel of Land theretofore called the *New*  
25 *Orchard* lying on the opposite side of the said Highway  
26 leading to *Shoreham* over against the said last  
27 mentioned Messuage or Tenement and on which a  
28 Messuage, tenement or Cottage had been some time  
29 since erected by the said *Boetins Symmadum Pryor*  
30 and which said piece or parcel of Land consists  
31 partly of a Garden attached to the said Cottage  
32 and partly of an Orchard & Meadow and contains  
33 in the whole, by estimation, 1 acre & 1 rood of Land  
34 more or less and formerly abutted towards the  
35 North and East on Lands formerly of *Sir Thomas*

36 *Norton*, Knight, and afterwards of <sup>60</sup> *Bowlers*,  
 37 Esq<sup>te</sup>, but then abutting towards the North on  
 38 land belonging to *John Paynter Vincent*, Esq<sup>te</sup>,  
 39 towards the North East on Land belonging to  
 40 *James Ryder Burton*, Esq<sup>te</sup>, towards the East on

folio 11:

1 other Land belonging to the said *John Paynter*  
 2 *Vincent* and towards the South & West on the said  
 3 Highway on the ?? and bounds thereof did  
 4 more plainly setforth and shew and which said  
 5 Messuage or Tenement, piece or parcel of Land,  
 6 Orchard & Meadow were situate in the parish of  
 7 *Shoreham* in the County of Kent & were formerly  
 8 in the occupation of *Richard Packham* and *Henry*  
 9 *Packham*, afterwards of *Thomas Smith*, his assigns  
 10 or undertenants and late of *John Smith* but  
 11 were then untenanted. Together with all houses, etc.  
 12 And all the Estate, etc. And all Deeds, etc.

13 *To Hold* the same with the appurts unto the said *James*  
 14 *Espinasse*, his exors, admors & assigns, for all the rest residue  
 15 and remainder of the said Term of 500 years therein then to  
 16 come and unexpired.

17 *Absolute Covenant* by the said *Thomas Pryor* that the said Term  
 18 of 500 years was a good, valid & unlimiting term and not forfeited,  
 19 surrendered, incumbered or become void or voidable.

20 *That* he and the said *William Nash Round* and *Sarah Pryor*,  
 21 or some or one of them, had good right to assign <sup>61</sup> For quiet  
 22 enjoyment. Free from all former & other gifts, grants, bargains, sales,  
 23 leases, assignments, mortgages, rights and Equities of Redemption,  
 24 titles, charges & incumbrances, whatsoever the rents and services  
 25 due to the Chief Lord or Lords of the Fee only excepted. And for  
 26 { further Assurance. And for the production of the Probate of the  
 27 { Will of said Boetins Symmadum Pryor

28 { *Separate Covenants* by the said *William Nash Round* and  
 29 *Sarah Pryor* that they had done no act to incumber  
 30 Executed by all the said parties except said  
 31 *James Espinasse* and attested  
 32 Receipt for £80 endorsed, signed, witnessed.

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<sup>60</sup> space left for first part of name

<sup>61</sup> space

This abstract covers documents dating from 1761 to September 1833 so that the Abstract was not written until at least the end of 1833.

The documents mentioned in this abstract are listed here in date order although they are not always abstracted in that order,

		page
1761-1M 9 July	Indenture of Mortgage (no original)	A.3: 5
1761-2M 1 Oct	Indenture of Lease	A.3: 35
1761-3M 2 Oct	Indenture of Release	A.3: 35
1767 15 May	Indenture of Mortgage (no original)	A.3: 10
1779 3 May	Indenture of Assignment (no original)	A.3: 9
1782 26 October	Indenture of Assignment	A.3: 26
1788-1M 2 Dec	Indenture of Lease	A.3: 39
1788-2M 3 Dec	Indenture of Release	A.3: 39
1789-1 13 May	Indenture of Lease (no original)	A.3: 45
1789-2 14 May	Indenture of Release (no original)	A.3: 45
1789-3 29 Nov	Indenture of Lease (no original)	A.3: 47
1789-4 30 Nov	Indenture of Release (no original)	A.3: 47
1790 15 Jan	Bond	A.3: 51
1791 6 & 7 Jan	Indentures of Lease, Release & Mortgage	A.3: 32
1791: Hilary Term	Exemption of Recovery	A.3: 71
1792 19 & 20 Jan	Indentures of Lease, Release & Mortgage	A.3: 113
1792 5 & 6 Dec	Indentures of Lease, Release & Appointment (mentioned but not abstracted)	A.3: 115
1792 7 Dec	Indenture of Demise & Mortgage	A.3: 118
1795:	Exemption of Recovery	A.3: 71

*Abstract 3*

A.3.2

Hilary Term

1796 11 March	Indenture of Mortgage	A.3: 74
1796 19 & 20 June	Indentures of Lease and Release (mentioned but not abstracted)	A.3: 143
1800-1, -2 1 & 2 Apr	Indentures of Lease and Release	A.3: 73
1800-3 2 Apr	Indenture	A.3: 88
1801 3 Sept	will of Christopher Dobson	A.3: 94
1805 13 Mar	Codicil to will of Christopher Dobson	A.3: 100
1809 28 & 29 Nov	Indentures of Lease, Release & Assignment	A.3: 102
1833	Isaac Espinasse's Bequests	A.3: 144

**Abstract** of the Title of *James Espinasse*

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

9<sup>th</sup> July 1761Original prod<sup>ed</sup>.

By an Indre of Mortgage of this date made between **John Codd** of **Kemsing** in the Co.

of Kent, Gent. (Grandson & Devisee of **John Codd**, yeoman, decd.)<sup>62</sup> of the one part and **Richard Wray** or **Ray** of **Ash** next **Ridley** in the said County

of Kent, Yeoman, of the other part

It is Witnessed that the said **John Codd** in conson<sup>63</sup> of £150 to him paid

by the said **Richard Wray**, his exors, admors<sup>64</sup> and assigns.

All that his messuage, tenement and farm called **Stone**

**house** situate at or near to a certain place called

**Mag pie bottom** together with the Barn. Stable, Outhouses,

edifices, buildings, yards, gardens, Orchards and several

pieces or parcels of land thereunto belonging containing

altogether, in the whole, by estimation <sup>65</sup> acres, more or

less with their appurts<sup>66</sup>, all which said premises were

situate at or near to **Magpie bottom** aforesaid in the

parish of Shoreham in the said County of Kent and

were then or late in the tenure or occupation of

**Thomas Wickenden** or of his assigns or undertenants with

the appurtenances therewith belonging.

And the reversion, etc.

And all deeds, etc.

To hold the same unto the said **Richard Wray**, his exors, admors

and assigns from thenceforth for and during the term of 500 years

at a pepper corn rent if demanded.

**Proviso** that upon payment by the said **John Codd**, his heirs, exors or admors, unto the said **Richard Wray**, his exors, admors or assigns, of the sum

of £150 on the 9<sup>th</sup> of January then next with interest at 4 pper cent the now

abstracting Indre and every thing therein contained should cease,

determine

and be void.

Covenant from said **John Codd** for payment of the said principal sum

and interest for quiet enjoyment after default free from Incumbrances.

And

for further assurance.

Proviso for quiet enjoyment by mortgager until default

Executed by said **John Codd** and attested. Receipt for

<sup>62</sup> words in brackets inserted

<sup>63</sup> consideration

<sup>64</sup> exexutors, administrators

<sup>65</sup> space left

<sup>66</sup> appurtenances

33 consor money indorsed.  
 34 Memorandum endorsed<sup>67</sup> 9<sup>th</sup> Oct 1761 Received the sum of £50 part of  
 the within mentioned.

folio 2:

1 sum of £150 signed **Rich<sup>d</sup> Ray**  
 2 Several receipts for interest endorsed, last receipt Nov<sup>r</sup> 23<sup>rd</sup> 1770  
 Received of **John Seviner**<sup>68</sup> £16  
 3 in full of 4 years interest signed **Mary Ray**

3<sup>rd</sup> May 1779 By an Indre of Assignment of this date and made between **John  
 Middleton of Ash**  
 Original prod<sup>ed</sup>. next **Dartford**<sup>69</sup> in the County of Kent, Yeoman, and **John Winson of  
 Ridley** in the said  
 6 County, yeoman, Exors. of the last Will and Testament of **Mary Ray**, late  
 of **Ash** next  
 7 **Ridley** in the County of Kent, Widow, decd. admix.<sup>70</sup> of the goods and  
 chattels of  
 8 **Richard Ray** of Ash aforesaid, Yeoman, her late husband, deced, of the  
 1<sup>st</sup> part, **Rich<sup>d</sup>**  
 9 **Ray** of Ash aforesaid, Yeoman, the eldest son of the said Richard Ray  
 and Mary,  
 10 his wife, both deceased an also administrator de bonis non of his late  
father of the  
 11 2<sup>nd</sup> part and **Mary Ray** of Ash aforesaid, Spinster daughter of the said  
 Richard  
 12 Ray and Mary, his wife, decd, and Sister of the said Richard Ray, party  
 thereto of  
 13 the 3<sup>rd</sup> part.  
 14 } Reciting the hereinbefore abstracted Indre of Mortgage of the  
 9<sup>th</sup> day of July  
 15 } 1761<sup>71</sup>  
 16 **And reciting** another Indre of Mortgage bearing date the 15<sup>th</sup> day  
 of May  
 17 1767 made between **Joseph Chapman**, Yeoman, and **Amy, his Wife**,  
 of the one  
 18 part and the said **Richard Ray, the father**, of the other part relating  
 19 exclusively to property at **Orpington** and **Chelsfield** in the County of  
 Kent  
 20 **And reciting** that the said **Richard Ray, the father**, died in the  
 month  
 21 of May 1770 intestate leaving **Mary Ray** his Widow and three  
 children

<sup>67</sup> "indorsed" on previous line, "endorsed" here

<sup>68</sup> first letter of surname "S", "I", ??

<sup>69</sup> Ash is about 1 mile west of Ridley (see beginning of 1761 Indenture. Both are small villages about 8 miles south east of Dartford;

<sup>70</sup> feminine form of administrator as "executrix"; see line 28 below

<sup>71</sup> vertical line by these two lines; see page 5 for abstract of this indenture

22 viz. the said **Richard Ray**, party thereto, **Nicholas Ray** and the said  
 23 **Mary Ray** party thereto whereupon the said Mary, his Widow, took  
 out  
 23 letters of admon.<sup>72</sup> and possessed herself of all his Estate and Effects  
 24 consisting of Stock of a farm at **Ash** where he lived and the  
 household  
 25 furniture thereof, ready money and securities for money (among  
 which  
 26 were the two before recited mortgages, all which were appraised  
 and  
 27 valued at the sum of £2022 . 10 . 1.  
 28 **And reciting** that the said **Mary Ray**, the administratrix after  
 having  
 29 possessed herself of the effects of her said husband continued  
 possession  
 20 thereof and of the said farm until the month of January 1771 when  
 21 she died leaving first duly made and published her last Will &  
 Testament  
 22 in writing bearing date on or about the 8<sup>th</sup> day of Sept. 1770 &  
 thereby,  
 23 after directing her just debts and funeral expenses to be paid,  
 recited  
 24 that her late husband died intestate and that she was entitled to  
 25 one third part of his personal estate and that she had not made  
 26 a division thereof and, as her said three children were minors, the  
 27 Testatrix directed her executors to pay each of her said three Child<sup>n</sup>  
 28 their respective parts of her husband's personal Estate according to  
 29 an inventory and appraisement made on the death of her said

folio 3:

1 husband and to retain her one third part and apply the same as she,  
 2 the said Testatrix, should thereafter direct and, excepting £5  
 bequeathed  
 3 to her Son, **Richard Ray**, she gave all the rest of her personal Estate  
 4 to her Son, **Nicholas Ray**, and her daughter, **Mary Ray**, equally to be  
 5 divided, share and share alike, and her Children, being all minors,  
 6 <sup>73</sup> she gave her personal Estate to her brother, **John Middleton**, and her  
 friend,  
 7 **John Winson** (parties thereto) In trust for their use and to pay them  
 8 their just parts and shares on their attaining the age of 21  
 9 years and appointed the said **John Middleton** and **John Winson**,  
 Exors.  
 10 thereof who duly proved the same in the Prerogative Court of the  
 11 Archbishop of Canterbury and took upon themselves the execution  
 thereof  
 12 and possessed themselves of the Estate and effects of the said **Mary**  
**Ray**,  
 13 the Testatrix, which then consisted, as well of her one third part of  
 14 the Estate and effects of the said **Richard Ray**, her late husband,  
 which

---

<sup>72</sup> "administration"

<sup>73</sup> unreadable short comment followed by "?" and "no" underneath

15 she was entitled to as his Widow, as also of the other two third parts  
 16 of his personal estate belonging to his said three children.  
 17 **And reciting** that the part and share of the Children of the said  
 18 **Rich<sup>d</sup>**  
 19 **Ray, the father**, arising from his Estate and effects, amounted to the  
 20 sum of £449 . 8 . 11 each and the said **John Middleton** and **John**  
 21 **Winson**, at the request of the said **Richard Ray**, party thereto, and  
 22 **Nicholas Ray** permitted them to manage and carry on the business  
 23 of the farm so occupied by their said father during the minority  
 24 of the said **Richard Ray**, party thereto, who settled their own  
 25 accounts relating thereto and that the said **Nicholas Ray** attained  
 26 his age of 21 years on 27 of May 1774 and thereupon became  
 27 entitled to receive from the said **John Middleton** and **John Winson**  
 28 as well his distributive share of the Estate and Effects of his s<sup>d</sup>  
 29 father as also the moiety or half part of the Estate and Effects  
 30 of his said mother, left him by the said recited Will amounting to  
 31 the sum of £274 . 8 . 11  
 32 **And reciting** that **Nicholas Middleton**, late of **Ash** aforesaid,  
 33 Yeoman,  
 34 deceased, by his Will bearing date on or about the 11<sup>th</sup> day of  
 35 December  
 36 1758, amongst other things, gave and bequeathed to his Son, the  
 37 said  
 38 **John Middleton**, the sum of £200 In trust to place out the same at  
 39 interest and pay the interest thereof unto his, the said testator's,  
 40 wife,  
 41 **Mary**, and directed that, if his said Son had a mind to employ  
 42 the said £200, he might do so and, in that case, the said Testor  
 43 directed his said Son to pay his said wife interest for the same  
 44 during her life and, after her decease, the Testator gave £100, part of  
 45 said £200, unto his daughter, the said **Mary Ray**, the Mother, and

folio 4:

1 directed his said Son to pay his said daughter, Mary, the said £100  
 2 after  
 3 the decease of his said Wife and appointed the said **John Middleton**  
 4 sole Exor of his said Will who proved the same in the Prerogative  
 5 Court of Canterbury.  
 6 **And reciting** that the said **Richard Ray, the father**, died on the 29<sup>th</sup>  
 7 day  
 8 of May 1770, intestate, and the said **Mary**, the daughter of the said  
 9 **Nicholas Middleton** and wife of the said **Richard Ray, the father**,  
 10 died  
 11 in the lifetime of her said mother and the said **Mary Middleton**, the  
 12 mother, died in or about the 4<sup>th</sup> day of January 1772 whereby the  
 13 said  
 14 legacy of £100 became payable to the **Nicholas Ray** and **Mary**  
 15 **Ray**, party thereto as two of the children and residuary legatees of  
 16 the  
 17 said **Mary**, their mother and daughter of the said **Nicholas**  
 18 **Middleton**.  
 19 And on 7<sup>th</sup> day of July 1774 the said **John Middleton** and **John**  
 20 **Winson** paid to the said **Nicholas Ray** the sum of £449. 8. 11 for

15 his distributive share of the personal Estate of his said father and  
 the  
 16 sum of £274. 8. 11 for his share of the residue devised by the Will  
 17 of his said mother and the said **John Middleton** also paid to him  
 18 the sum of £50 to which he was entitled under the Will of the said  
 19 **Nicholas Middleton** making together, in the whole, the sum of £773.  
 17. 10  
 20 and thereupon the said **Nicholas Ray** executed to the said **John**  
 21 **Middleton** and **John Winson** sufficient releases and discharges for  
 22 the same.  
 23 **And reciting** that the said **John Middleton** and **John Winson** were  
 24 appointed Guardians for the said **Mary Ray** by the Court of Chancery  
 25 and she, having attained her age of 21 years, was entitled to receive  
 26 for her distributive share of the personal Estate of her said father  
 27 the like sum of £449. 8. 11 and for her share under and, by  
 28 virtue of her said mother's will, the sum of £274. 8. 11 and also  
 29 the legacy of £50 which she was entitled to under the Will of the  
 30 said **Nicholas Middleton** making together the sum of £773. 17. 10  
 31 all interest arising from the said monies having been paid to  
 32 the said **Mary Ray** to the day of the date of the now abstracting  
 33 Indre<sup>74</sup> so that there was then due to her the sum of £759. 10.  
 34 **And reciting** that there was due on the first above recited  
 35 Mortgage only the principal sum of £100, the other £50 having  
 36 been paid to the said **Richard Ray**, the father, in his life time  
 37 and there was then due on the last above recited Mortgage  
 38 the said principal sum of £600 all interest for the said respective  
 39 sums having been paid and satisfied to the day of the date  
 40 thereof.

folio 5:

1 **And reciting** that the said **Mary Ray** had agreed to accept an  
 2 assignment of the said two several mortgages of £100 and £600 and  
 3 the sum of £59. 10, making together £759. 10 in full satisfaction  
 4 and discharge of the several sums of money to which she was  
 5 | entitled as aforesaid and, for the purpose of making such  
 | assignment<sup>75</sup>  
 6 | the said **Richard Ray**, party thereto, had, at the request of the  
 7 | said **John Middleton** and **John Winson**, procured letters of  
 8 | administration of the personal Estate and Effects of the said  
 | **Rich**<sup>d</sup>  
 9 | **Ray**, his father, unadministered by the said **Mary Ray**, his  
 | mother,  
 10 to be granted to him the better to enable him to assign over  
 11 and daily vest in the said **Mary Ray** the said two recited  
 12 Mortgages.  
 13 **It is Witnessed** that, in consideration of the premises and for the  
 14 nominal considerations therein mentioned, the said **Richard Ray**, at the  
 15 request and by the direction and appointment of the said **John**  
**Middleton**

<sup>74</sup> that is 3 May 1779

<sup>75</sup> vertical line on left of text and underlining as shown

16 and *John Winson* testified, etc. Did bargain, sell, assign, transfer and  
 set  
 17 over unto the said *Mary Ray*, party thereto  
 18 *All* those, the two thereinbefore recited Indres of  
 19 Mortgage of the 9<sup>th</sup> day of July 1761 and the 15<sup>th</sup>  
 20 day of May 1767 and the premises thereby resp<sup>y</sup>  
 21 granted and demised and the principal monies  
 22 and interest thereby respectively secured or  
 23 intended so to be and then due an owing  
 24 thereon respectively.  
 25 *And* all the Estate, etc.  
 26 *To hold* the same, with their appurtenances, unto the said  
 27 *Mary Ray*, party thereto, her exors., admors and assigns, from  
 28 the day of the date of the now abstracting Indenture for  
 29 all the remainder of the said respective terms of Five  
 30 hundred years and 500 years therein mentioned, subject  
 31 to the provisors for redemption of the said premises in  
 32 the said Indentures severally contained for that purpose.  
 33 *Covenant* by the said *Richard Ray* that he had done no act  
 34 to incumber.  
 35 *And it was further Witnessed* that, in consideration of the assignment  
 36 thereby made and of the sum of £59. 10 to the said *Mary Ray*, party  
 37 thereto, paid by the said *John Middleton* and *John Winson*, the receipt  
 38 etc. and that the same was in full discharge of all monies due to her  
 39 as well for her distributive share under her said father as likewise  
 40 under the Will of the said *Mary Ray*, her mother, she, the said *Mary Ray*

folio 6:

1 did remise, release and for ever discharge the said *John Middleton* and  
 2 *John Winson* and each of them, their, and each of their, exors. and admors,  
 3 from:  
 4 *All* reckonings, accounts and sums of money by  
 5 them received in pursuance of the Will of the  
 6 said *Mary Ray*, her Mother, or by means of their  
 7 being exors thereof or their having received the  
 8 distributive share of the Estate and Effects of the  
 9 said *Richard Ray*, the father, belonging to her, the  
 10 said *Mary Ray*, party thereto and of and from  
 11 all other accounts, reckonings, claims and demands  
 12 whatsoever as Executors as aforesaid to the day  
 13 of the date thereof.  
 14 *And it was also witnessed* for the considerations aforesaid, she, the said  
 15 *Mary Ray*, party thereto, did remise, release and for ever discharge the said  
 16 *John Middleton*, his exors and admors.  
 17 From the payment of the sum of £50 which  
 18 the said *Mary Ray* was entitled to under the Will  
 19 of the said *Nicholas Middleton* and from all reckoning,  
 20 accounts and sums of money by him had and  
 21 received by virtue of the Will of the said *Nicholas*  
 22 *Middleton* or by means of his being Executor  
 23 thereof or otherwise relating thereto  
 24 Executed by all parties and attested and receipt for  
 25 conson money endorsed.

26<sup>th</sup> October 1782     **By Indenture** of Assignment of this date made between **Richard Chaffers**  
 Original prod<sup>d</sup>     of **Honey Street** in the Parish of Saint Saviours, **Southwark** in the County  
 28     of Surrey, Brewer, of the one part and **Thomas Spencer Crowther** of  
                                  **Seven**  
 29     **Oaks** in the County of Kent, Gentleman, of the other part.  
 30                             **After reciting** the before abstracted Indenture of Assignment of  
 31                             the 3<sup>rd</sup> May 1779<sup>76</sup>  
 32                             **And reciting** that the said **Mary Ray**, the daughter, had  
 33                             lately intermarried with the said **Richard Chaffers** and thereupon  
 34                             he became entitled to the said several sums so due and  
 35                             owing to the said several recited Mortgages so assigned to her  
 36                             by the said last recited Indenture as aforesaid and the said  
 37                             several terms of 500 years and 500 years for the respective  
 38                             residues thereof and the several premises therein respectively  
 39                             comprized accordingly became absolute and were then vested  
 40                             in him.

folio 7:

1                             **And reciting** that the said **R<sup>d</sup> Chaffers**, having occasion for  
 2                             money to carry on his business, had applied to and requested the  
 3                             said **Thomas Spencer Crowther** to advance and pay off the said  
 4                             sum of £100 which he had consented and agreed to do upon  
                                  having  
 5                             such assignment of the said mortgage of the 9<sup>th</sup> July 1761<sup>77</sup> and  
 6                             the premises therein comprized for the residue of the said term of  
                                  500  
 7                             years therein granted as thereafter mentioned.  
 8                             **It was witnessed** that in pursuance of the said recited agreement  
                                  and  
 9                             in conson<sup>78</sup> of £100 to the said **Richard Chaffers** paid by the said **Thomas**  
 10                             **Spencer**  
 11                             **Crowther**, the receipt, etc., he, the said **Richard Chaffers**, did bargain, sell,  
 12                             assign  
 13                             transfer and set over unto the said **Thomas Spencer Crowther** and his exors,  
 14                             admors and assigns.  
 15     **All** that the said messuage, tenement and farm  
 16     called **Magpie Bottom** with the Barns, Stables, Out  
 17     houses, buildings, lands and all other the premises  
 18     thereinbefore mentioned and in and, by the said  
 19     recited Indenture of the 9<sup>th</sup> of July 1761, granted  
 20     and demised by the said **John Codd** to the said  
 21     **Richard Ray**, the father, deceased, for the said term  
    of 500 years and by the said **Richard Ray**, the  
    Son, assigned to the said **Mary Ray** in and by the

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<sup>76</sup> see page 9

<sup>77</sup> first documdocument abstracted - see page 5

<sup>78</sup> "consideration"

22 said recited Indre of 3<sup>rd</sup> of May 1779<sup>79</sup> as afs<sup>d</sup>  
 23 with the appurts.

24 And all the Estate, etc.

25 <sup>80</sup> | **To hold** the same with the appurtenances unto the said  
 26 | **Thomas Spencer Crowther**, his exors., admors and assigns  
 27 | from thenceforth for all the residue and remainder of the  
 28 | said term of 500 years so created thereof as aforesaid and  
 29 | then to come and unexpired subject to the proviso for  
 30 | redemption in the said recited Indre of mortgage contained for that  
 31 | purpose.

32 <sup>81</sup> **Covenant** by the said **Richard Chaffers** that he or **Richard Ray**, the father,  
 in the name of **Mary, his wife**,  
 33 had done no act to incumber

34 **Executed** by the said **Richard Chaffers** and attested  
 35 **Receipt** for conson. money endorsed.

6 & 7 Jan 1791 **By Indentures of Lease and Release** of these dates, the Release made  
 between

37 <sup>82</sup> **Thomas Wild** of **Watling Street** in the City of London, gentleman, a  
 mortgagee

38 and Trustee of two undivided 5<sup>th</sup> parts of All and singular the hereditis  
 39 thereafter described of the 1<sup>st</sup> part, **Stephen Parrell** of **Deptford** in the  
 county of Kent, Grocer, another mortgagee of

40 3/5<sup>th</sup> parts of the messuage and farm thereafter mentioned to be situate

folio 8:

1 in **Meopham, Ridley & Ash next Ridley** in the said County of Kent of the 2<sup>nd</sup>  
 part, **Mary**

2 **Elliotson** of **East Greenwich** in the said County of Kent, Widow, another  
 mortgagee of 3/5<sup>th</sup>

3 parts of the messuage and Farm thereafter described to be situate in  
**Evesham**<sup>83</sup> in

4 the parish of **Kemsing** in the said County of Kent of the 3<sup>rd</sup> part **John Codd,**  
**the**<sup>84</sup>

5 **younger**, of Kemsing aforesaid, Farmer, **Robert Millard** of **Deptford** in the  
 same County,

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<sup>79</sup> see page 9

<sup>80</sup> note in margin “?? This mortgage not further noticed”. Vertical line by this entry and underlining as shown

<sup>81</sup> another note: “She does not appear to have been a party - But it is not now material” (initialed). “that . . . in the name of” inserted

<sup>82</sup> note: “the stamped, attested copy Release imperfect copy Lease for a year (premises left blank)”  
 Lease and Release mentioned in document 1841-1: Agreement for Sale between James Espinasse & James Ryder Burton, 12 Mar

<sup>83</sup> Heaverham?

<sup>84</sup> the underlining shown is as in the original; it looks as if was added at a later date than the writing of the Abstract

6 Hair Dresser and Martha, his wife, late **Martha Codd**, Spinster, and William  
7 **Codd**  
8 of Kemsing, aforesaid, Farmer, which said John Codd, Martha Millard &  
9 William Codd  
10 were three of the 5 children of **John Codd, the elder**, of Kemsing aforesaid  
11 and **Mary**  
12 his wife, both since deceased and were tenants in Common in Tail of 3/5<sup>th</sup>  
13 of all  
14 and singular the messuages, Farms, lands and hereditaments thereafter  
15 described  
16 under and by virtue of the Settlement next thereafter recited of the 4<sup>th</sup>  
17 part. **Will<sup>m</sup>**  
18 **Parrell** of the Parish of **Saint Nicholas, Deptford**, aforesaid, Gentleman, of the  
19 5<sup>th</sup> part  
20 & **James Mac Michael** of Watling Street, aforesaid, Gent<sup>n</sup> of the 6<sup>th</sup> part.  
21 **After reciting** that by Indres of Lease and Release bearing date  
22 resp<sup>y</sup>  
23 the 1<sup>st</sup> and 2<sup>nd</sup> October 1761, the Release made between the said  
24 **John**  
25 **Codd, the father**, therein described to be Grandson and devisee  
26 named  
27 in the Will of **John Codd** of **Kemsing**, Yeoman, deceased and  
28 also Grandson and devisee named in the will of **Margaret Codd** of  
29 **Kemsing**,  
30 aforesaid, widow, deceased, of the 1<sup>st</sup> part, Richard Wallis of  
31 **Kemsing**, aforesaid,  
32 Draper, and **James Trumball** of **Ash next Wrotham** in the said  
33 County  
34 of Kent, Gentleman, of the 2<sup>nd</sup> part. And the said **Mary** afterwards  
35 the wife of the said **John Codd, the father**, but then **Mary Wallis**,  
36 Spinster,  
37 daughter of the said **Richard Wallis** of the 3<sup>rd</sup> part. In consideration  
38 of  
39 a marriage then intended and afterwards duly solemnized between  
40 the  
41 said **John Codd, the father**, and the said **Mary**, his late wife, and for  
42 other considerations in the said Indenture of Release expressed.  
43 He, the  
44 said John Codd, the father, did grant, release and confirm unto the  
45 said **Richard Wallis** and **James Trumball** and their heirs, All that  
46 Capital message or mansion house and all and singular the  
47 messed  
48 Farms, lands, tenements and hereditaments hereinafter  
49 particularly  
50 described and whereof three undivided 5<sup>th</sup> parts were intended to  
51 be  
52 thereby granted and released with their, and every of their,  
53 appurts.  
54 **To hold** the same unto the said **Richard Wallis** and **James**  
55 **Trumball**

<sup>85</sup> note difficult to read - "the mortgagor of 1761" - John Codd the elder?

<sup>86</sup> note: "qu, as to the custody of the Deeds have ??, or as to a Covenant for their production ?"

33 and their heirs To the use of the said ***John Codd, the father***, and  
 34 his heirs, until the then intended marriage should be solemnized  
and,  
 35 after the solemnization thereof, to the use of the said ***John Codd,***  
***the***  
 36 ***father***, and his assigns for life without impeachment of waste rem<sup>f</sup>.  
 37 To the use of the said ***John Wallis***<sup>87</sup> and ***James Trumball*** and their  
 38 heirs during his life to support contingent remainders with Rem<sup>r88</sup>.  
 39 To the use of the said Mary, his then intended wife and her afs<sup>d</sup>

folio 9:

1 for life without impeachment of waste and in bar of dower  
 2 as therein mentioned with remainder to the use of all and  
 3 every the Child and Children, as well female as male, on the  
 4 body of the said Mary by the said ***John Codd, the father***,  
 5 to be begotten, in such proportions and shares and for such  
 6 Estate and Estates and under and subject to such conditions,  
 7 limitations, powers, provisos and agreements and with or without  
 8 power of revocation and in such sort, manner and form, etc.  
 9 the said ***John Codd, the father***, and the said ***Mary***, his then  
 10 intended wife should, during their joint lives, direct, limit or  
 11 appoint, in manner therein mentioned and for want of such  
 12 direction, limitation and appointment. To the use and behoof of  
 13 all and every such Child and Children, as well female as male,  
 14 share and share alike, as tenants in common and not as joint  
 15 tenants and to the heirs of the body and bodies of such  
 16 other Child and Children lawfully issuing and for default of  
 17 such issue To the use of the said ***John Codd, the father***, his  
 18 heirs and afs<sup>d</sup> for ever.  
 19 ***And reciting*** that by certain other Indentures of Lease and  
 20 Release bearing date respectively the 2<sup>nd</sup> & 3<sup>rd</sup> days of December  
1788,  
 21 the Release made between the said ***John Codd, the father***, of  
 22 the 1<sup>st</sup> part, the said ***John Codd***, party thereto of the 2<sup>nd</sup> part ,  
 23 the said ***Robert Millard*** and ***Martha, his wife***, of the 3<sup>rd</sup> part  
 24 and the said ***Thomas Wild*** of the 4<sup>th</sup> part. After therein reciting  
 25 the said therein before recited Settlement and that there was  
 26 issue of the said ***John Codd, the father***, by the said ***Mary***,  
 27 his wife, five children to wit, the said John Codd, party  
 28 thereto. the said ***Martha Millard*** and three other children  
 29 and that the said ***John Codd, the father***, was indebted to  
 30 the said ***Thomas Wild*** in the sum of £191. It was by the  
 31 said Indenture then in recital witnessed that, in consideration  
 32 of the said sum of £191 so due and owing to the said  
 33 ***Thomas Wild*** by the said ***John Codd, the father***, and for  
 34 other considerations therein expressed They, the said ***John Codd***  
 35 ***the father, John Codd***, party thereto, ***Robert Millard*** and  
 36 ***Martha, his wife***, did respectively, according to their respective

<sup>87</sup> no John Wallis mentioned before this

<sup>88</sup> same word as at end of line 36 but starting with a capital "R"

37 Estates and interests, bargain, sell, release and confirm unto  
 38 the said **Thomas Wild** and his heirs, all and singular the  
 39 messuages or tenement, lands and hereditaments comprized  
 40 in the said recited Indentures of the 1<sup>st</sup> and 2<sup>nd</sup> days of October

folio 10:

1 1761<sup>89</sup> with the appurtenances. To hold the same unto the said  
 2 **Thomas Wild** and his heirs. To the use of the said **Thomas Wild**  
 3 and his heirs during the life of the said **John Codd, the**  
 4 **father**. Upon the trusts and for the intents and purposes therein  
 5 expressed. And to hold one undivided fifth part of the said  
 6 premes.,  
 7 the whole into five equal parts being divided into and to the  
 8 use of the said **Thomas Wild** and his heirs from and after  
 9 the decease of the said **John Codd, the father**, during the life  
 10 of the said **John Codd**, party thereto, upon the trusts therein  
 11 expressed. And to hold one other like fifth part of the same  
 12 premises unto and to the use of the said **Thomas Wild** and his  
 13 heirs after the decease of the said **John Codd, the elder**, during  
 14 the joint natural lives of the said **Robert Millard** and **Martha**,  
 15 his wife, upon the trusts therein expressed and the said  
 16 Conveyance  
 17 was declared to be so as aforesaid made to the said **Thomas**  
 18 **Wild** and his heirs. Upon trust in the first place by and out  
 19 of the rents and profits of the same premises to retain to and  
 20 reimburse himself and themselves all such costs, charges and  
 21 expenses as he or they should or might pay, sustain or be put to  
 22 in or about the execution of the trust thereby reposed in him and  
 23 them and also the annual sum of £40 to be retained and  
 24 applied in payment and discharged of the said sum of £191 so  
 25 due and owing to the said **Thomas Wild** as aforesaid, together with  
 26 interest for the same after the rate of £5 per cent per annum  
 27 until the whole of the said sum of £191 and Interest should be  
 28 fully paid and satisfied. And upon Trust to pay the remainder  
 29 of the said rents, issues and profits, after deducting such costs,  
 30 charges and expenses and the said annual sum of £40 as afores<sup>d</sup>  
 31 unto the said **John Codd, the father**, for his life and, after his  
 32 decease, Upon trust to pay one moiety thereof to the said **John**  
 33 **Codd**, party thereto, and his assigns for his life and the other  
 34 moiety thereof unto the said **Robert Millard** and his assigns during  
 35 the joint lives of himself and the said **Martha, his Wife**, and,  
 36 after payment satisfaction and discharge of the said sum of £191  
 37 and interest and all such costs, charges and expenses as aforesaid  
 38 In  
 39 trust for the said **John Codd, the father, John Codd the Son &**  
**Robert**  
**Millard** & their respective assigns, according to their respective  
 Estates,  
 rights and interests therein as aforesaid.  
**And reciting** certain other Indres of Lease and Release bearing  
 date

<sup>89</sup>

these were mentioned on page 35 of this Abstract; the originals have not survived or, at least, they are not included with the batches of documents being investigated

40 respectively the 13<sup>th</sup> & 14<sup>th</sup> May 1789 and made between the said  
John Codd

folio 11:

1 the father, Robert Millard and Martha, his wife, John Codd, party  
 thereto  
 2 and William Codd of the one part and the said Mary Elliotson,  
 therein improperly  
 3 called Mary Ellison, of the other part, being a Mortgage to the said  
 4 Mary Elliotson of premises at Evesham in the parish of Kemsing,  
 5 part of the hereditis comprized in the said Settlement of the 1<sup>st</sup>  
 6 and 2<sup>nd</sup> days of October 1761<sup>90</sup> for securing £400 & int & which  
mortge.  
 7 recites that the said Mary Codd, the wife of the said John  
 8 Codd, the father, was dead leaving issue of her body by her said  
 9 husband, the said Martha Millard, John Codd, party thereto, and  
 10 William Codd all of whom had attained the age of 21 years and also  
 two  
 11 other Children who were then under the age of 21 years.  
 12 **And reciting** that, by a certain Deed Poll under the hands and  
 seals  
 13 of the said John Codd, the father, Robert Millard and Martha, his  
 14 wife, John Codd, party thereto, and William Codd dated the 18<sup>th</sup> of  
 15 March<sup>91</sup>, their last and endorsed on the said last recited Indenture  
 16 of Release being a further charge to the said Mary Elliotson for  
 secg.<sup>92</sup>  
 17 the further sum of £400 & Interest.  
 18 **And reciting** certain other Indentures of Lease & Release  
 bearing date  
 19 respectively the 29<sup>th</sup> and 30<sup>th</sup> November 1789 being a mortgage to  
 the  
 20 said Stephen Parrell of certain hereditis situate at Meopham, Ridley  
 21 and Ash next Ridley aforesaid likewise parcel of the hereditaments  
 22 comprised in the said first thereinbefore recited Indres of Lease &  
 Release  
 23 or Settlement for securing £425 and interest.  
 24 **And reciting** that the s<sup>d</sup> John Codd, the father, departed this life  
 25 soon after the execution of the said deed Poll without having even  
 26 executed the power of appointing the said Estates to & amongst  
 his  
 27 Children by his said wife which was reserved to him jointly with  
 28 his said wife in and by the said Indenture of Release of the  
 29 2<sup>nd</sup> of October 1761 so that upon his decease all the said settled  
 30 Estates did devolve and come to his five Children as tenants in  
 31 common in tail with cross remainders between them in tail<sup>93</sup> in  
 32 manner therein mentioned.

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90 see page 35

91 no year given

92 "securing"?

93 the underlining in this line and line 38 below is much darker than the other underlining

33 *And reciting* that the said principal sum of £800 together with  
 34 an arrear of interest for the same (and which Interest together with  
 35 the said principal sum amounted to £807. 15. 7) still remained  
 36 justly due &  
 37 owing to the said *Mary Elliotson* upon her said Original Mortgage  
 &  
 37 further charge as aforesaid.  
 38 <sup>94</sup> *And reciting* that the said sum of £151 and an arrear of Interest  
 39 amounting to the sum of £15. 16 was also still due and owing to  
 the  
 40 said *Thomas Wild* upon the security of the said Mortgage  
 thereinbefore  
 41 *And reciting* that the said *John Codd, the Son*, either in his own  
 42 right or as representative of said *John Codd, the elder*, his said  
 43 late father, decd, *Robert Millard & Wm. Codd* did likewise stand  
 indebted to the s<sup>d</sup>

folio 12:

1 recited and the said sum of £425 was also due and owing upon  
 2 the said Mortgage to the said *Stephen Parrell*.  
 3 *And reciting* that the said *John Codd, the Son*, either in his own  
 4 right or as representative of said *John Codd, the elder*, his said  
 5 late father, decd., *Robert Millard & Wm. Codd* did likewise stand  
 indebted to the s<sup>d</sup> *Mary*  
 6 *Elliotson* in the further sum of £538. 12. 10 for monies advanced by  
 7 her for their use & for the use of the said *John Codd, the elder*, in  
 his lifetime and for which the said *Mary Elliotson* had no  
 8 other security than a Bond from the said *John Codd, the elder*,  
*John*  
 9 *Codd, the younger*, and *James Mackie* bearing date the 15<sup>th</sup> of  
 January 1790  
 10 for receiving £200 part thereof and interest as therein mentioned.  
 11 and on several promissory notes under the hands of the said *John*  
 12 *Codd, the elder*, the said *John Codd*, party thereto, *Robert Millard*  
 &  
 13 *Martha, his wife*, and *William Codd* or some of them.  
 14 *And reciting* that the said *John Codd*, party thereto, *Robert*  
*Millard &*  
 15 *Martha, his wife*, & *William Codd*, having occasion for the further  
 sum  
 16 of £186. 15. 7, had applied to the said *Mary Elliotson* to advance &  
 17 lend them the same together with the further sum of £166. 16.  
 18 to pay off the principal and Interest monies then due to the said  
 19 *Thomas Wild* on his said thereinbefore recited Mortgage and it had  
 20 been proposed and agreed between the said *Mary Elliotson*,  
*Stephen*  
 21 *Parrell, John Codd*, party thereto *Robert Millard* and *Martha, his*  
 22 *wife* and *William Codd* that, for the more effectually and better  
 23 securing the said sums then due to the said *Stephen Parrell*  
 24 as aforesaid and Interest for the same after the rate of £5

25 per centum per annum & for securing the said sums then  
 26 due to and proposed to be advance by the said *Mary Elliotson*  
 27 with such rate of interest as aforesaid and with such priority  
 28 as thereafter mentioned and for settling the equity of redemption  
 29 of the said mortgaged premises to the uses and in manner  
 30 thereafter expressed a Recovery should be suffered of the said  
 31 3/5<sup>th</sup> parts of all and singular the said Mortgaged premises which  
 32 did respectively devolve and come to the said *John Codd*, party  
 33 thereto, *Martha Millard* and *William Codd* in manner thereinbefore  
 34 expressed and that such uses should be declared upon the said  
 35 recovery as were thereafter limited & contained.

36 *It was witnessed* that, in pursuance of the said  
 37 Agreement and in consideration of the sum of £425 so due  
 38 to the said *Stephen Parrell* for principal money on the Security  
 39 of the said Mortgage and of the said sum of £607. 15. 7 so already

folio 13:

1 due to the said *Mary Elliotson* for principal & interest monies on the security  
 2 of the said thinbfe recited Indre of Le. & Rele. of the 13<sup>th</sup> & 14<sup>th</sup> days of  
 3 May 1789<sup>95</sup> & the said Deed Poll<sup>96</sup> of the 13<sup>th</sup> March last past & likewise  
 4 in conson of the sev<sup>197</sup> sums of mo. amount<sup>9</sup> tog<sup>r</sup> to the sum of £538. 12. 10  
 5 due to the said *ME* for princ<sup>l</sup> & int<sup>t</sup> on the Bond & notes last  
 6 thinbfe ment<sup>d</sup>. And in conson of the sum of £166. 16 by the said *M.*  
 7 *Elliotson*,  
 8 at the req<sup>t</sup> & by the direction of the said *John Codd*, party thereto, *Rob<sup>t</sup>*  
 9 *Millard*  
 10 & *Martha, his Wife & W<sup>m</sup> Codd*, testified, etc. paid to the said *Tho<sup>s</sup> Wild* in  
 11 full of all princ<sup>l</sup> monies & int<sup>t</sup> due to him on his said recited security the  
 12 rec<sup>t98</sup>  
 13 etc. And likewise, in conson of the further sum of £186. 15. 7 by the s<sup>d</sup> *Mary*  
 14 *Elliotson* in hand paid to & between the said *JC*, party thereto, *Rob<sup>t</sup>*  
 15 *Millard, Martha, his Wife, & W<sup>m</sup> Codd*, the rec<sup>t</sup>, etc. & for barring &  
 16 destroying  
 17 all estates tail & reversions & rem<sup>ts99</sup> thereupon expectant & depending of &  
 18 in the 3 undivided 5<sup>th</sup> parts of all & sing<sup>r</sup> the Messes, Lands, Tenements &  
 19 Heredit<sup>s</sup> thinafter descr<sup>d100</sup> & for the effectual & absolute charging &  
 20 securing  
 21 the same 3/5<sup>th</sup> parts with & for the payment of the said sum of £425  
 & Int<sup>t</sup> after the rate of £5 per cent per annum to the said *Stephen Parrell*,  
 his exors, admors & afs<sup>d</sup> & the said sev<sup>l</sup> sums of £807. 15. 7, £166.16,  
 £538. 12. 10 & £186. 15. 7 making, tog<sup>r</sup> one entire sum of £1700 tog<sup>r</sup> with  
 int<sup>t</sup> for the same after the rate of £5 per cent per annum to the s<sup>d</sup> *Mary*  
*Elliotson*, her exors, admors & afs<sup>d</sup> in such manner & in such order as after

<sup>95</sup> "thereinbefore recited Indenture of Lease & Release"; see page 45

<sup>96</sup> see page 11 of Abstract, lines 12 and 25; does "last past" mean 1789?

<sup>97</sup> "consideration of the several"

<sup>98</sup> ? (and again on line 12)

<sup>99</sup> "remainders"?

<sup>100</sup> "thereinafter described"

22 ment<sup>d101</sup> and for settling the same 3/5<sup>th</sup> parts of the premes afsd (subj<sup>t</sup> thto)  
 23 to the uses thinaf<sup>f</sup> expressed. And in conson of 10<sup>s</sup>/ by the s<sup>d</sup> *W<sup>m</sup> Parrell*  
 24 paid to the said *Stephen Parrell, Tho<sup>s</sup> Wild, Mary Elliotson, John Codd*, party  
 25 thereto, *Rob<sup>t</sup> Millard & Martha, his wife & W<sup>m</sup> Codd*, he, the said Tho<sup>s</sup> Wild  
 26 as to two undivided 5<sup>th</sup> parts of all & sing<sup>r</sup> the Messes, Farms, Lands  
 27 & Hereditis thereinaf<sup>f</sup> desc<sup>r</sup>d at the req<sup>t</sup> & by the direct<sup>n</sup> of the said *Mary*  
 28 *Elliotson,*  
*John Codd*, party thto, *Rob<sup>t</sup> Millard & Martha, his wife & W<sup>m</sup> Codd* testified,  
 etc.  
 29 Did grant, bargain, sell & release & the s<sup>d</sup> Stephen Parrell as to 3 undivided  
 30 5<sup>th</sup> parts of the Messe., Farm & Hereditis thinbefe ment<sup>d102</sup> to be mortgaged  
 to him  
 31 as afsd at the like request & by the like direct<sup>n</sup> of the s<sup>d</sup> *Stephen Parrell, John*  
 32 *Codd*, party thereto, *Rob<sup>t</sup> Millard & Martha, his wife* testified as aforesaid.  
 And the s<sup>d</sup> *Mary Elliotson* as to 3 undivided fifth parts of the hereditis  
 thereinbefore rec<sup>d</sup> To have been mortgaged ?? ?? the  
 33 like request and by the like direction of the s<sup>d</sup> *Stephen Parrell, John Codd*,  
 party  
 34 thereto, *Rob<sup>t</sup> Millard & W<sup>m</sup> Codd*, test<sup>d</sup> as afsd Did grant, bargain, sell and  
 35 release and the said *John Codd*, party thereto, *Rob<sup>t</sup> Millard & Martha, his*  
 36 *Wife & W<sup>m</sup> Codd*, with the consent & approbat<sup>n103</sup> of the said *Mary Elliotson*,  
 37 test<sup>d</sup> as afsd as to all the three undiv<sup>d</sup> 5<sup>th</sup> parts of all & sing<sup>r</sup> the  
 38 messes, tenem<sup>ts</sup>, farms, lands & hereditis thinaf<sup>f104</sup> desc<sup>r</sup>d, Did, grant,  
bargain,  
 39 sell, release, ratify & confirm unto the said W<sup>m</sup> Parrell (in his actual person  
 40 etc.) & to his heirs as afs<sup>d</sup>.

folio 14:

1 *All* those 3 full undivided 5<sup>th</sup> parts the  
 2 whole into 5 equal parts to be divided of and  
 3 in (inter alia) All that messe or tenement &  
 4 farm commonly called or known by the name of  
 5 Stone House & of an in the Barn, Stable, Outho<sup>s</sup>  
 6 Edifices, Build<sup>gs</sup>, Yards, Gardens, Orchards, & sev<sup>l</sup>  
 7 pieces or parcels of arable meadow & pasture land  
 8 & wood ground thunto belong<sup>g</sup> & thwith letten,  
 9 held, used, occupied & enjoyed with their & every of  
 10 their appurts cont<sup>g</sup> altogether in the whole, by  
 11 estimation 24 Acres, more or less. All which said  
 12 messuage, lands & premes last ment<sup>d105</sup> were situate,  
 13 lying and being at or near to a certain place  
 14 called Magpie Bottom in the Parish of Shoreham  
 15 in the said County of Kent & were late in the  
 16 tenure or occupation of *Tho<sup>s</sup> Wickenden* & then

101 "mentioned"

102 "thereinbefore mentioned"

103 "approbation"?

104 "thereinafter"

105 "mentioned"

17 of <sup>106</sup> Wood, his Assigns or Afs<sup>d</sup> Underten<sup>t</sup>  
18 or Undert<sup>ts</sup>

all which said heredit<sup>s</sup> resply<sup>107</sup> therein before described were, by the will of **John Codd, the Grandfather**, charged with the payment of £500 to **Margaret Codd**, the only dau. then living of his then late nat<sup>l</sup> son, **W<sup>m</sup> Codd**, otherwise Ripp<sup>s</sup>,

And of and in all other the heredit pon<sup>??</sup>zed in the s<sup>d</sup> Indres of Sett<sup>t</sup> of the 1<sup>st</sup> & 2<sup>nd</sup> Oct<sup>r</sup> 1761<sup>108</sup>

19 And all ways, etc.

20 And the Reversion, etc.

21 And all the Estate, etc.

22 **To hold** the same, with their appur<sup>ts</sup>, Sub<sup>j</sup> nevless  
23 so far as the said 3/5<sup>ths</sup> were liable in common with the  
24 other 2/5<sup>ths</sup> thof<sup>109</sup> to the payment of the s<sup>d</sup> sum £500  
25 <sup>110</sup> } & Int. thereon charged by the said Will of said **John**  
26 } **Codd, the Grandfather** as afsd unto and to the use of the said **W<sup>m</sup>**  
**Parrell,**

27 his heirs & ass<sup>s</sup> for ever. To the intent that he might  
28 become a perfect tenant of the immediate freehold & inhance<sup>111</sup>  
29 of the said 3/5<sup>ths</sup> in order taht one or more Common  
30 Recov<sup>y</sup> or Common Recov<sup>s</sup> might be suff<sup>d</sup> of the s<sup>d</sup> 3/5<sup>ths</sup>  
31 parts of all & sing<sup>r</sup> the said heredit<sup>s</sup>.

32 **And** it was thby decla<sup>d112</sup> that it sho<sup>d</sup> be lawful for the said  
33 **Ja<sup>s</sup>. M<sup>c</sup> Michael** in Hilary Term then next or at some subsequ<sup>t</sup>  
34 term to sue forth agst the s<sup>d</sup> **W<sup>m</sup> Parrell** or his heirs, one or  
35 more Writ or Writs of entry Sur Disscisen en le post in which the  
36 said **Ja<sup>s</sup>. Mac Michael** should be Demand<sup>t</sup> the s<sup>d</sup> **W<sup>m</sup> Parrell**. Ten<sup>t</sup>  
37 and the s<sup>d</sup> **John Codd**, parthy thto, **Rob<sup>t</sup>. Millard & Martha, his Wife**, &  
38 **W<sup>m</sup> Codd**, Vouchees who should vouch over the common vouchee.

39 **And** it was thby decla<sup>d</sup> & agreed that immededly after the said  
40 recovery or recov<sup>s</sup> sho<sup>d</sup> be had & suffered as afsd as well the s<sup>d</sup>

folio 15:

106 space left, presumably, for first name; there is a Joshua Wood mentioned on page 18, line 7

107 "respectively"

108 see page 35; these lines, presumably added after the main text was written, are written very small but very clearly

109 "thereof"

110 note in the margin:

Is ?? of the payment of this £500? B?? this distance of time, I think it might safely be ?? to have been paid prior to Mr. Dobson's purchase if nothing appears to the contrary.

initialled.

Christopher Dobson appears first on page 17 of Abstract, line 24

111 "inheritance"

112 "thereby declared"

1 recovery as all other recov<sup>s</sup> already or thereaf<sup>r</sup> to be suff<sup>r</sup> of the s<sup>d</sup>  
 2 3 undivided 5<sup>th</sup> parts or shares of the said premes should be  
 3 & enure to the uses thereafter ment<sup>d</sup> (taht is to say) as to &  
 4 concerning the said 3 undivided 5<sup>th</sup> parts & shares of & in the  
 5 said messuage & farm with the appurts thinbefe<sup>113</sup> descr<sup>d</sup> to be  
 6 situate at **Meopham, Redley<sup>114</sup> & Ash** next Redley, afsd or in some  
 7 or one of them & to be compe<sup>d</sup> in the said thinbefe recited Mtge  
 8 to the said **Stephen Parrell**.

9 To the use of him, the said **Stephen Parrell**, for the term  
 10 of 800 years to be computed from the day of the date of the  
 11 now abstract<sup>g</sup> Indre & fully to be completed & ended with  
 12 Impeachment of waste. But nevless subj<sup>t</sup> to the Provo or  
 13 Condon<sup>115</sup> for redempt<sup>n</sup> thereinaf<sup>r</sup> cont<sup>d</sup> with respect to the  
 14 same term. And as to & concern<sup>g</sup> the 3 undivided 5<sup>th</sup>

15 parts of all & sing<sup>r</sup> the premes compr<sup>d</sup> in the s<sup>d</sup> term  
 16 of 800 years from & immedly after the determin<sup>n</sup> thof<sup>116</sup>  
 17 & likewise as to & concerning all and sing<sup>r</sup> other the premes  
 18 thinbefe expressed to be thby granted & reted from & immy<sup>117</sup>  
 19 after the execon<sup>118</sup> of the now abstract<sup>g</sup> Indre.

20 **To the use** of the said **Mary Elliotson**, her exors, admors &  
 21 afs<sup>d</sup> for the term of 1000 years to commence from the day  
 22 of the date of the now abstract<sup>g</sup> Indre & fully to be  
 23 complete & ended subject to the Provo thereinaf<sup>r</sup> cont<sup>d</sup>  
 24 with respect of the said term & from & after the exprial<sup>n</sup>  
 25 or other sooner determination of the same term as to, for  
 26 and concerning one of the 3 undivided 5<sup>th</sup> parts  
 27 thereinbefe expressed to be thby granted & reled of & in  
 28 all & sing<sup>r</sup> the Mansion house, Messes, tenem<sup>ts</sup>, lands &  
 29 hereditis afsd with the appurts.

30 **To the use** of the said **John Codd**, party thereto, his  
 31 heirs & ass<sup>s</sup> for ever. And as to & concern<sup>g</sup> one other  
 32 of the said 3 undivided 5<sup>th</sup> parts

32 **To the use** of the said **W<sup>m</sup> Codd**, his heirs & ass<sup>s</sup>, for  
 33 ever. And as to & concerning the other of the said three  
 34 undivided fifth parts

35 **To the use** of such person & persons & for such estate  
 36 & estates & upon such trusts & for such interests & purp<sup>s</sup> &

17 The premises |  
 18 now in question |  
 19 ?? included |

21 119

113 "thereinbefore"

114 misspelling of "Ridley"?

115 "Proviso or Condition"

116 "thereof"

117 "immediately"

118 "execution"

119 note: " ?? assigned for 27 & 28  
 " for 30 & 31 to Mr. M.E. Smith to attend

37 <sup>120</sup> | in such manner & form either absolutely & subject to any  
 38 | condition or power of revocation & new apptmt<sup>121</sup> as the said  
 39 | **Robert Millard & Martha, his Wife**, sho<sup>d</sup>, at any time & as  
 40 | often as they should think fit during their joint lives

folio 16:

1 | by any Deed or Writing executed in the pres<sup>oe</sup> of two  
 2 | Witnesses appoint &, in default of such apptmt<sup>t</sup>, as  
 3 | to the whole of the said premes, or any part thof, thby<sup>122</sup>  
 4 | made subject to such apptmt & as to so much & such  
 5 | part & parts of the said Estate & Int<sup>t</sup> as sho<sup>d</sup> not be  
 6 | thby completely & absol<sup>y</sup> disposed of.

7 | **To the use** of the said **Rob<sup>t</sup> Millard** & his afs<sup>d123</sup> for life  
 8 | with<sup>t</sup> impeachm<sup>t</sup> of waste & from & after his decease

9 | **To the use** of said **Martha Millard**, his Wife, her heirs  
 10 | & ass<sup>s</sup> for ever.

11 | **Proviso** that if the said **John Codd**, party thereto, **Rob<sup>t</sup> Millard**  
 12 | & **Martha, his Wife**, of **W<sup>m</sup> Codd**, or any of them or the heirs, exors  
 13 | or admors of them, or any of them, sho<sup>d</sup> pay unto the s<sup>d</sup> **Stephen**  
 14 | **Parrell**, his exors, admors or ass<sup>s</sup>, the sum of £425 with Int<sup>t</sup> for  
 15 | the same at £5 per Cent per annum at the times & in proportion  
 16 | thereina<sup>r124</sup> ment<sup>d</sup>, that is to say, the sum of £10. 12. 6 being one  
 17 | half years interest on said sum of £425 on the 7<sup>th</sup> of July  
 18 | then next & the sum of £436. 12. 6 being the said princ<sup>l</sup>  
 19 | of another half years interest for the same on 8<sup>th</sup> of Janry  
 20 | 1792. Then the said term of 800 years should cease determine &  
 21 | be utterly void.

22 | **Proviso** that if the said **John Codd**, party thto, **Rob<sup>t</sup> Millard** &  
 23 | **Martha, his Wife**, of **W<sup>m</sup> Codd**, or any of them or the heirs, exors or  
 24 | admors, of any of them, should pay unto the said **Mary Elliotson**,  
 25 | her exors, admors or afs<sup>d</sup>, the full sum of £1700 with interest for the  
 26 | same after the rate of £5 per cent per annum at the times & in  
 27 | the proportions thereina<sup>f</sup> ment<sup>d</sup> (that is to say) the sum of  
 28 | £42. 10, being one half years interest on the said sum of £1700,  
 29 | on the 7<sup>th</sup> of July then next & the sum of £1742.10 being the  
 30 | said Principal sum & ano<sup>r</sup> half years Int<sup>t</sup> on the 8<sup>th</sup> of Janry  
 31 | 1792 then the said term of 1000 years sho<sup>d</sup> cease determine & be  
 32 | utterly void.

33 | **Covenant** by the said **Tho<sup>s</sup> Wild** that he had not incumb<sup>d</sup>

34 | **Covenant** by the said **John Codd**, pty thto, **Rob<sup>t</sup> Millard** &  
 35 | **W<sup>m</sup> Codd**, for pay<sup>t</sup> of the s<sup>d</sup> Mtge debts & int<sup>t</sup>

120 note: "This Power appears to have been spare? by Deeds of 5 & 6th Deeds? of 5 & 6 Dec 1792 recited ?? 26 & 27"

121 "appointment"?

122 "thereof, thereby"

123 looks as if "wife" was omitted here

124 "thereinafter"

36                    *That* they, the said *Tho<sup>s</sup> Wild, John Codd, Stephen Parrell, Rob<sup>t</sup> Millard &*  
 37                    *Martha, his wife,* & the s<sup>d</sup>  
 38                    *William Codd* were lfly<sup>125</sup> seized. Had good right to convey, For  
 39                    quiet enjoym<sup>t</sup> by Mgees<sup>126</sup> after default Free from incumb<sup>s</sup>. And for  
 40                    *Provo* for quiet enjoym<sup>t</sup> by Mgors until default.

*folio 17:*

1                    Exted by all the s<sup>d</sup> pties & all att<sup>d</sup> by one Witness  
 2                    Rec<sup>t</sup> for £166. 16 & £186. 15. 7 endorsed.

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125                    lawfully?

126                    "Mortgages"

- 3 Hilary Term Exemp<sup>n</sup> of a recovy whin *Ja<sup>s</sup> M<sup>c</sup> Michael* was demand<sup>t</sup> *W<sup>m</sup> Parrell* Ten<sup>t,127</sup>,  
*John?*  
 31 Geo. 3<sup>rd</sup> *Codd, William Codd & Rob<sup>t</sup> Millard & Martha, his Wife,*  
 128 Vouchees
- 5 *Of 3/5<sup>th</sup>* parts of 16 messes, 5 lofts, 30 gardens, 500  
 6 Acres of Land, 100 acres of meadow, 100 acres of pasture  
 7 50 acres of Hop gro<sup>d</sup>, 50 acres of Wood, 300 acres of  
 8 Furze & Heath & common of Pasture for all manner  
 9 of Cattle with the appurts in *Kemsing, Seal, Shoreham,*  
 10 *Meopham, Ridley & Ash next Ridley, Leigh* near  
 11 *Tonbridge & Speldhurst*
- 12 Hilary Term Exemp<sup>n</sup> of Recovy wherein *Tho<sup>s</sup> Edwards Sherwood* was demand<sup>t</sup> *Mackley*  
 13 35 Geo. 3<sup>rd</sup>129 *Brown*, ten<sup>t</sup> & *Geo. Codd, John Wickenden & Sophia, his Wife*, Vouchees  
 14 130 *Of 2/5<sup>th</sup>* parts of 13 messes, 13 gardens, 500<sup>a</sup> of Land  
 15 500<sup>a</sup> of Meadow, 500<sup>a</sup> of Pasture & 30<sup>a</sup> of Wood &  
 16 common of pasture for all Cattle with the appurts in  
 17 *Kemsing, Kemsing Street, Everham<sup>131</sup>, Seal, Hollanden, Leigh*  
 18 *next Tunbridge, Bitchett, Magpie Bottom & South St.*  
 19 & in the Parishes of Kemsing, Seal, Shoreham, Leigh  
 20 next Tunbridge, Meopham, Meopham, Ridley & Ash  
 21 next Ridley.

- 1 & 2 Apr 1800 *By Indres* of Le & Rele of these dates, the Rele made bet<sup>n</sup> the s<sup>d</sup> *W<sup>m</sup> Codd*  
 23 Lease & & *Geo Codd* of *Deptford* in the Co<sup>y</sup> of Kent, Perfumer, of the one p<sup>t</sup> & *Christ<sup>f</sup>*  
 24 Release *Dobson* of *Greenwich* in the said County of Kent, Linen Draper & *Ja<sup>s</sup>*  
*Machie*  
 25 132 of the Parish of S<sup>t</sup> Paul, Deptford, afsd, Gent. of the other part.  
 26 *After reciting* that s<sup>d</sup> *W<sup>m</sup> Codd & Geo. Codd* were entitled, in  
 27 fee simple, as Coheirs in Gavelkind to 4/5 parts or shares & two

---

127 tenant?

128 above year is 1791  
 note: "unstamped, attested copy, ?? ??"; similar note for following exemption

129 1795

130 "see the Recovery Deeds apparently ?? Recovery ?? fo: 29: but of a ?? subsequent to this Recovery"

131 Heaverham?

132 note in margin - (fo. - folio?)  
 "Wm. & Geo. Codd were entitled as under, viz. ?

Under their Personal	}	
Settlement to	}	2/5th

as Purchasers of	}	1/5th
?? ?? ??	}	

fo. 26

As Coheirs of John	}	1/5th
Codd (fo. 29) to	}	

-----  
 4/5th

See recitals ?? fo. 26, 27 & 29 for explanation"

28 <sup>133</sup> | equal moieties or half parts or shares of & in the messes or tenem<sup>ts</sup>,  
 29 | lands, hdts & premes thina<sup>r</sup> ment<sup>d</sup> & descr<sup>d134</sup> & intended to  
 30 | be thby<sup>135</sup> granted & reted with the appurts.

folio 17:

11 Mar 1796 *And reciting* that in & by an Indre of demise by way of Mtge  
 32 dated 11<sup>th</sup> Mar 1796 & made bet<sup>n</sup> the s<sup>d</sup> *W<sup>m</sup> Codd & Geo. Codd* (by  
 33 their additions therein ment<sup>d</sup>) of the one part & the s<sup>d</sup> *Christ<sup>f</sup> Dobson &*  
 34 *Tho<sup>s</sup> Havill* of the Parish of *Camberwell* in the County of Surrey, Corn  
 35 factor, of the other part, it was witnessed that, in conson of the sum of  
 36 £700 to them, the s<sup>d</sup> *W<sup>m</sup> Codd & Geo. Codd*, paid by the s<sup>d</sup> *Christ<sup>f</sup>*  
 37 *Dobson & Tho<sup>s</sup> Havill*, They, the s<sup>d</sup> *W<sup>m</sup> Codd & Geo. Codd*, accord<sup>g</sup>  
 38 to their respve shares, est<sup>s</sup> or int<sup>ts136</sup>, did grant, bargain, sell & demise  
 unto  
 39 them, the s<sup>d</sup> *Christ<sup>f</sup> Dobson & Tho<sup>s</sup> Havill*, their ex<sup>s</sup>, ad<sup>s</sup> or ass<sup>s</sup> (inter  
 40 alia) All those their 4 undivided 5<sup>th</sup> parts or shares of & in all that  
 41 messe or ten<sup>t</sup> & farm commonly called & known by the name of  
 42 *Stone House* & of & in the Barn, Stable, Outho<sup>s</sup>, edifices, build<sup>gs</sup>, yards

folio 18:

1 Gardens, Orchards & sev<sup>l</sup> pieces or parcels of Arable Meadow &  
 Pasture,  
 2 Land & Wood ground thunto belong<sup>g</sup> & thwith letten, held, used,  
 occupied  
 3 & enjoyed with their, & every of their, apperts, cont<sup>g</sup> altog<sup>r</sup>, in the whole,  
 4 24 acres, more or less, all which s<sup>d</sup> messe or ten<sup>t</sup>, lands & premes were  
 5 sit<sup>e</sup>, lying & being at a certain place called *Magpie Bottom* in the  
 6 Parish of Shoreham in the s<sup>d</sup> County of Kent & then late in the tenure  
 7 or occupat<sup>n</sup> of Jos<sup>h</sup> Wood, his Undertenants or Ass<sup>s</sup>. And also of & in  
 8 all that ?? messe or tenen<sup>t</sup> sit<sup>e</sup>, lying & being at or near to  
 9 <sup>137</sup> | *Magpie Bottom* afsd in the said Parish of Shoreham then late in  
 10 | the tenure or occupat<sup>n</sup> of *W<sup>m</sup> Masters* but then or late of *James*  
 11 | *Wood*, his undertenants or ass<sup>s</sup>, Tog his undertenants or ass, Tog<sup>r</sup> with  
 the yard, garden orchard &  
 12 | appurts. thto belong<sup>g</sup> & thwith<sup>138</sup> held, use, occupied & enjoyed. To hold  
 13 | the same, with their appurts unto the s<sup>d</sup> *Christ<sup>f</sup> Dobson & Tho<sup>s</sup>*  
 14 | *Havill*, their exors, admors & ass<sup>s</sup>, from the day next before the day of  
 15 | the date of the now reciting Indre of demise or mortgage for and

133 note in margin: "The two moieties seem to refer to Property ?? the subject of this abstract"

134 "hereditaments & premises thereunafter mentioned & described"

135 "thereby"; "reted" ??

136 "respective shares, estates or interests"

137 vertical line marking these lines and a note: "this house then not before mentioned" but "All that the said messuage, tenement and farmcalled Magpie Bottom" is mentioned on page 7, line 15

138 "therewith"

16           <sup>139</sup>           during the full term of 1000 years with<sup>t</sup> impeachm<sup>t140</sup> of waste  
 17                   Subj<sup>t</sup> nevless to a Provo thinaf<sup>f</sup> cont<sup>d</sup> for redempt<sup>n</sup> of the said  
 18                   premes on paym<sup>t</sup> by the said **W<sup>m</sup> Codd & Geo. Codd**, their heirs, ex<sup>s</sup>  
 19                   or ad<sup>s</sup> unto the said **C. Dobson & T. Havill**, their exors, ad<sup>s</sup> & ass<sup>s</sup>,  
 20                   of the said sum of £700 tog<sup>r</sup> with Int<sup>t</sup> for the same at the rate  
 21                   & at the time thin<sup>141</sup> ment<sup>d</sup>

*Note at left hand side of folio 18 starting by line 16:*

This 1000 years Term was, I think, partially merged by the Conveyance to **Mr. Dobson** & his Trustee, **Mr. Mackie** of the 4/5<sup>th</sup> comp<sup>???</sup> the? Farm. and altho' there was an ?sign or mark of it by Dobson & H<sup>???</sup> to Mr. Mackie yet what? so paped? to the ?? would probably? inclosedly? by his joining as a conveying party in **Mr. Espinasse's** Company ?? But **Mr. Hasill** did not (it seems) execute the intended ?sign or mark to Mr. Mackie. Therefore? a portion or share of these 4/5<sup>ths</sup> remained in him (Mr. Hasill). How the ?? by the latter (in the cons? to Mr. Espinasse) of the 1000 yrs. I am ?? by the tho?? of 6 & 7<sup>th</sup> Jan 1791 ?? of the same 4/5<sup>ths</sup> that which was left in him in conveyance of and ex?? ing the intended ?? from Mackie would have passed to **M<sup>r</sup>. R. Colley Smith** ?? but the ?? the latter was only of 2/5<sup>ths</sup>.

Probably, however, the general words of see the Estates? of H?? ice in the assignment? by him to **M<sup>r</sup> Smith** may have been paped? all Estates & Int. in the ?? of Lands so as to ?? any remaining Interest then vested in him under the ?? Term asserted by the deed of Mr. ?? 1796. ???

*initials of writer, who was also the writer of  
 most of the other similar but shorter notes*

*Note at bottom of page (writing very small and faint)*

And all the estate right title with term of years yet to come & unexpired properly claimed (*whole of second line illegible*) of, in and to the said hereby assigned 3 undivided 5<sup>th</sup> parts of & in the messes or ten<sup>ts</sup>, lands, premises, heridits and all of the premises mentioned & described and of and in every of them and every part or parcel thereof under or by virtue of the ?? to them thereof made by the said **Mary Elliotson** ?? previously to her ?? with the said **Mr. Jackson** as therein therebefore mentioned or otherwise howsoever. *same initials as the note above*

22                                   **And reciting** that the said sum of £180 still rem<sup>d</sup> due  
 23                   owing to the s<sup>d</sup> **C. Dobson & T. Havill** upon or by virtue of the said  
 24                   before recited Indre of demise or mtge.

25                                   **And reciting** that the s<sup>d</sup> **W. Codd & G. Codd** were entitled to  
 26                   4/5<sup>th</sup> parts of & in the s<sup>d</sup> Messes or Ten<sup>ts</sup>, Lands & Pre<sup>s</sup>, thinbefe<sup>142</sup> &  
 27                   thina<sup>r</sup> partarly<sup>143</sup> ment<sup>d</sup> & also to 2 equal moieties or half parts or  
 28                   shares of 2 messes or ten<sup>ts</sup>, sit<sup>e</sup> in the Parish of **Kemsing** in the

<sup>139</sup>           there is a long note in this margin, from this point to the bottom of the page. It is given after line 21 but is difficult to read.

<sup>140</sup>           “without impeachment”

<sup>141</sup>           “therein”

<sup>142</sup>           “thereinbefore”

<sup>143</sup>           “thereinafter” particularly?

29 s<sup>d</sup> County of Kent & thina<sup>f</sup> more partarly descr<sup>d</sup>.  
 30 **And reciting** that the s<sup>d</sup> **C. Dobson** had contarcted and  
 31 agreed with the s<sup>d</sup> **W. Codd & G. Codd** for the absolute  
 32 purchase of the fee simple & inhance<sup>144</sup> of the said 4/5<sup>th</sup> parts

folio 19:

1 or shares of & in the messes or tenem<sup>ts</sup>, lands, heredit<sup>s</sup> & premes  
 2 thinbefe & thereafter ment<sup>d</sup> & descr<sup>d</sup> to be situate in or near  
 3 **Magpie Bottom** aforesaid (Subject nevertheless as thinafter  
 4 was mentioned. And also for the purchase of the fee  
 5 simple and inheritance of the two moieties or half parts of  
 6 them, the said **Will<sup>m</sup> Codd** and **Geo. Codd** of and in two  
 7 Messes or tenements situate in **Kemsing Street** with the  
 8 Gardens or Orchards thereunto belonging thereafter also  
 9 more particularly mentioned at or for the price or sum  
 10 of £130.

11 **It was witnessed** that, in pursuance of said agreement and in  
 12 consideration of the sum of £130 by the said **Christopher Dobson**  
 13 paid to the said **William Codd** and **George Codd** the receipt, etc. and  
 14 also in consideration of 5<sup>s</sup>/<sup>145</sup> to the said **William Codd** and **George Codd**  
 15 paid by the said **James Mackie**, the receipt, etc. they, the said **Will<sup>m</sup>**  
 16 **Codd** and **Geo. Codd** Did grant, bargain, sell, alien, remise, release &  
 17 confirm  
 18 unto the said **Christ<sup>f</sup> Dobson** & **J. Mackie** in their actual posson<sup>146</sup>, etc. & to  
 19 their heirs & afs<sup>d</sup>.

19 (inter alia) All those 4 undiv<sup>d</sup> 5<sup>th</sup> p<sup>ts</sup> or shares (the  
 20 whole into 5 equal p<sup>ts</sup> or shares to be div<sup>d</sup>) of them, the  
 21 s<sup>d</sup> **W<sup>m</sup> Codd** & **G. Codd** of & in All that messe or ten<sup>t</sup>  
 22 & farm commonly called & known by the name of  
 23 **Stone House** & of & in the barn, stable, outho<sup>s</sup> & edifices,  
 24 build<sup>gs</sup>, yards, gardens, orchards, & sev<sup>l</sup> pieces or parcels  
 25 of Arable Meadow & Pasture Land & wood gro<sup>d</sup> thunto  
 26 belong<sup>g</sup> & thwith letten, held, used, occupied & enjoyed  
 27 with their, & every of their, app<sup>s</sup> cont<sup>g</sup> altog<sup>f</sup> in the  
 28 whole, by estimat<sup>n</sup> 24 acres, more or less. All wch<sup>147</sup> s<sup>d</sup>  
 29 messe, land & pre<sup>s</sup> were sit<sup>e</sup>, lying & being at or  
 30 near to a certain place called **Magpie Bottom** in  
 31 the Parish of Shoreham in the s<sup>d</sup> Co<sup>y</sup> of Kent  
 32 & were late in the tenure or occupat<sup>n</sup> of **Tho<sup>s</sup>**  
 33 **Wickenden** & then of **Jos<sup>h</sup> Wood**, his Assce or Asscees  
 34 Undert<sup>t</sup> or Undert<sup>st</sup>. And also of & in all that other  
 35 messe or ten<sup>t</sup> sit<sup>e</sup>, lying & being at or near **Magpie**  
 36 **Bottom**, afsd in s<sup>d</sup> Parish of Shoreham in s<sup>d</sup> Co<sup>y</sup> of  
 37 Kent form<sup>y</sup> in the tenure or occupat<sup>n</sup> of **W<sup>m</sup> Masters**  
 38 but then or late of **Jos<sup>h</sup> Wood**, his undert<sup>s</sup> or ass<sup>s</sup>.  
 39 Tog<sup>f</sup> with the yard, garden, orchard & appurts thunto

144 "inheritance"

145 5 shillings

146 "possession"

147 "which"

40 belong<sup>g</sup>, held, used, occupied & enjoyed.

folio 20:

1 And of & in all Houses ? And the ??  
 2 And all the Estates, etc.  
 3 To hold the same with the appurts unto & to the use of the  
 4 <sup>148</sup> said **Christopher Dobson, Mr. James Mackie**, their heirs &  
 5 assigns  
 6 absolutely for ever. But as to the Estate & Interest of said  
 7 **James Mackie** & his heirs therein Upon trust for the benefit of  
 8 said **C. Dobson**, his heirs & assigns and to be conveyed &  
 9 disposed of as he or they should direct or appoint and in the  
 10 meantime to permit & suffer him or them peaceably & quietly  
 11 to hold & enjoy the same 4/5<sup>th</sup> parts or shares & Moietes  
 12 or half parts of the said Messuages, lands, tenements, grounds,  
 13 hereditis & premises and to receive & take the rents thereof for  
 14 him & their own use & benefit according to the true intent &  
 15 meaning of the now abstracting Indenture. But as to the  
 16 Messuages or Tenements, lands, grounds & hereditis situate  
 17 in and near unto **Magpie Bottom** aforesaid Subject  
 18 <sup>149</sup> nevertheless to the payments of the said sum of £180 as  
 19 remaining due & owing  
 20 to the said **C. Dobson** & **Thomas Havill** upon or by virtue  
of the said thereinbefore in part recited Indenture of Demise or  
Mortgage and all interest then due or to accrue due thereon

Note written in margin starting in line 18 above:

“The Property was, it seems, intended to be discharged from this remaining Principal? Sum by the assignment of ?? date in hand as the ?? assignment seems not to have been executed by **Mrs. Havill** yet as her (see back)

on back of page 20

(though in another character) - written in another hand??

was a party to and expected the Conveyance to the late **Mr. Espinasse** (thereby assigning another Mortgage Term), I think it must now be assumed that the £180 mortgage ?? belonged to **Mr. Dobson** or else that it was satisfied by him in his life time

21 Covenant by the said **William Codd** & **George Codd** that they were  
 22 lawfully seized, had good right to convey for quiet enjoyment  
 23 free from incumbrances (except as aforesaid) and for further  
 assurance.

24 Executed by the said **William Codd** & **George Codd**  
 25 and attested. Receipt for £180 indorsed<sup>150</sup>

folio 20:

<sup>148</sup> note in the margin: “It appears to have been the same **Mr. Mackie** as was one of the Trustees under Mr. Dobson’s will, so that the legal ?? which survived to him would have ?? by his joining in the Conveyance to the late **Mr. Espinasse**.”

<sup>149</sup> note in margin; given here after line 20; it has the same initials as the previous notes

<sup>150</sup> this last word difficult to read but what else could it be?

2<sup>nd</sup> April 1800  
 27 Original  
 28 **By Indenture**<sup>151</sup> of this date made between said **Christopher Dobson** and  
 29 **Thomas Havill** of the 1<sup>st</sup> part, the said **William Codd & George Codd** of the  
 30 2<sup>nd</sup>  
 31 part and the **Christopher Dobson & James Mackie** of the 3<sup>rd</sup> part.  
 32 After Reciting the said Indenture of 11<sup>th</sup> March 1796 recited in the  
 33 last abstracted Indenture of Release of even date<sup>152</sup> and the said  
 34 Memorandum or acknowledgement endorsed thereon.  
 35 And also Reciting the last abstracted Indentures  
 36 **And Reciting** that at the time of the Contract made for the  
 37 purchase  
 38 of the said 4/5<sup>th</sup> parts of and in the Messuages, lands, & hereditis  
 39 unto and by the said **Chris<sup>t</sup> Dobson**. It was agreed by & between the  
 40 said **William Codd & George Codd** and the said **Christopher Dobson**  
 That the said 4/5<sup>th</sup> parts of and in the same hereditis & premises,  
 by him purchased as aforesaid, should be assigned by the said  
**Christopher Dobson & Thomas Havill** unto the said **James Mackie** ,  
 his exors, admors & assigns for the residue of the said term of 1000  
 years

folio 21:

1 by the said recited Indenture of Demise or Mortgage granted &  
 demised  
 2 by the said 4/5<sup>th</sup> parts of and in the said premises then to come  
 therein  
 3 Upon Trust for the said **Christopher Dobson**, his heirs & assigns and  
 4 to attend the Freehold Reversion & Inheritance thereof for the intent  
 5 and purpose thereafter expressed & declared concerning the same.  
 6 **It was Witnessed** that, in pursuance of the said Agreement & in  
 consideration  
 7 of 5/s a piece to the said **Christopher Dobson & Thomas Havill**, paid by the  
 8 said **James Mackie**, the said **Thomas Havill**, at the request and by the  
 9 direction of the said **William Codd & George Codd** and at the nomination  
 10 and by the appointment of the said **Christopher Dobson** testified etc.  
 11 and also the said **Christopher Dobson** did severally bargain, sell,  
 12 transfer and set over unto the said **James Mackie**, his exors, admors &  
 assigns,  
 13 **All those** the said 4 undivided fifth parts of & in  
 14 All those Messuages or tenements, lands, hereditis,  
 15 & premises thereinbefore particularly mentioned &  
 16 described to be granted & demised amongst others to  
 17 the said **Christopher Dobson & Thomas Havill**,  
 18 their exors, admors & assigns by the said above  
 19 in part recited Indenture of Demise or Mortgage  
 20 for the said Term of 1000 years. And the reversion  
 21 And all the Estate, etc.

<sup>151</sup> this seems to be a different indenture from the Release of 2 April 1800 (see page 73) which does not mention Thomas Harvill

<sup>152</sup> see page 73

<sup>153</sup> note in margin: "This seems an admission that the Conveyance of even date to Dobson & Mackie was exted (executed?) previously to this Assignment. Or qu. is the Conveyance recited only as intended to be executed?" initialled as previous notes.

22 *To Hold* the same with their appurts unto the said  
 23 *James Mackie*, his exors, admors and assigns from thenceforth  
 24 for all the residue of the said Term of 1000 years granted &  
 25 demised as aforesaid and then to come & unexpired, freed  
 26 absolutely discharged from all right & Equity of redemption  
 27 whatsoever under or by virtue of the proviso condition or  
 28 agreement in that behalf contained in the said Indenture  
 29 of Demise or Mortgage or otherwise howsoever. Nevertheless  
 30 Upon trust to & for the benefit of the said *Christopher*  
 31 *Dobson*, his heirs or assigns and to be assigned or  
 32 disposed of as he should direct or appoint and in the  
 33 mean time to attend the Freehold Reversions & Inheritance  
 34 of the same parts of & in the said Messuages, tenements,  
 35 lands, grounds, hereditis & premises in order to defend the  
 36 same from all manner & intervening charges & incumbrances  
 37 if any such there were.

38 *Covenant* by the said *Christopher Dobson* & *Thomas Havill*  
 39 that they had done no act to incumber.  
 40 Executed by the said *Christopher Dobson*, *William*  
 41 *Codd* and *George Codd* and attested.

154

folio 22:

3<sup>rd</sup> Sep 1801

2 Plain copy

3 The said *Christopher Dobson* by his Will of this date, after bequeathing  
 4 several specific Legacies and bequeathing to *Mary, the wife*, of *Anthony*  
 5 *Theodore Cannon*, £100. To his sister, *Alice Dobson*, £100. To *Isabella Swift*, £100  
 6 and to *Elizabeth Phillips* £100 and, after devising certain premises in the  
 7 *County of York* in manner therein mentioned, Gave and devised as follows -  
 8 “And as to for & concerning all and every other my freehold  
 9 messuages  
 10 “ or dwelling houses, farms, lands, tenements & hereditaments &  
 11 parts & shares of Messes, Farms, Lands ?? ?? whereof  
 12 “ wherein or whereunto I, or any freemon or freemoners in trust for me  
 13 “in or are seized or possessed in possession, reversion, remainder or  
 14 “expectancy with their rights, members & appurts, situate, standing,  
 15 “lying & being at *Greenwich* aforesaid, *Meopham* near *Dartford* and  
 16 “in *Kemsing* near *Shoreham* in the County of Kent and at *Cambridge*  
 17 “and elsewhere in the same Counties and in the Kingdom of Great  
 18 “Britain with their, and every of their, rights, members & appurts.  
 “And also All & every my Stock in Trade goods<sup>156</sup>, chattels, debts &  
 “effects whatsoever and wheresoever and of whatever kind or quality  
 “whatsoever not hereinbefore disposed of, I give and bequeath the  
 “same, and every part & parcel thereof, unto *James Mackie* of  
*St.Pauls, Deptford*

154 note: “q not executed by T. Havill? see my Note? folder” initialled as previous notes.

155 note: “Of course the Purchaser is entitled to see the Probate or ad Office Copy of this will though I think there would be no danger in relying on the recital of it in the Conveyance to the late Mr. Espinasse.” - same initials

156 Christopher Dobson was described as a linen draper in the Indentures of 1st & 2nd April 1800, see page 73

19 "aforesaid, Gentleman, and ***Richard Best***, the younger, of ***East***  
 20 ***Greenwich***, aforesaid,  
 21 "Wine Merchant, and ***Robert Hill*** of ***St. Nicholas, Deptford***. aforesiad,  
 Coal  
 22 "Merchant, their heirs, exors, admors & assigns according to the  
 different  
 23 "natures & qualities of the same Estates respectively for ever or for  
 such  
 24 "Estate & interest therein as I shall have therein at the time of my  
 decease.  
 25 ***Upon Trust*** that they, the said ***James Mackie, Richard Best***  
 26 & ***Robert Hill*** or the survivors or survivor of them, or their heirs,  
 exors or admors of such survivor, do and shall, with all  
 convenient  
 27 speed after my decease, make sale and ?? of such part thereof  
 28 as shall be in its nature saleable either by Public Auction or  
 29 Private Contract for the best price and most money that can, at  
 30 the time of such Sale or Sales, be reasonably had or gotten for  
 31 the same and collect and get in such part thereof as shall  
 32 comment? of monies, & securities for money, and do & shall after  
 full  
 33 payment, satisfaction & discharge of all my joint debts, funeral  
 34 & testamentary expenses and the several legacies hereinbefore  
 35 given & bequeathed by me, pay. apply & dispose thereof upon  
 the  
 36 several trusts? and for the several ends, intents & purposes  
 hereinafter  
 37 mentioned, expressed & declared of and concerning the same -  
 and  
 38 | my Will and mind is, and I do hereby declare that the receipt  
 39 | & receipts of my said Trustees or the survivors or survivor of them  
 40 | or the heirs, exors or admors of such survivor under their or his

*folio 23:*

1 hands or hand respectively shall, from time to time, be a good &  
 2 sufficient discharge and good & sufficient discharges to the  
 3 purchaser or purchasers of the same Estates & premises or any  
 part  
 4 or parts thereof, his, her & their heirs, exors & admors, for as  
 much  
 5 of the said purchase money for which such receipt or receipts  
 6 shall be given and that such purchaser or purchasers shall be  
 7 absolutely acquitted & discharged of & from the same and shall  
 8 not be answerable or accountable for any loss, misapplication  
 9 or nonapplication of the said purchase money or any part  
 10 thereof or be obliged to see to the application and disposition  
 11 thereof or of any part thereof.  
 12 And the said Testator appointed his said Trustees, Executors  
 13 also of his said Will.

14 Executed by the said Testator & attested by 3  
 Witnesses.

folio 23:

13<sup>th</sup> Mar 1805 The said Testator, by a Codicil to his said Will of this date revoked the legacy  
 Plain copy of £100 given by his said Will to **Mary, the Wife**, of **Anthony Theodore** and he also revoked the Legacy of £100 given to **Elizabeth Phillips** and he also  
 17 revoked the Legacy or bequest of the interest and dividends arising from  
 18 the  
 19 <sup>157</sup> sum of £200 directed to be placed out by his Trustees for the benefit of his  
 Father  
 20 during his life and afterwards for the benefit of his Sister **Alice Dobson**  
 21 after her death of the principal thereof for the benefit of **her Son**  
**Christopher**.  
 22 And in lieu thereof he ordered and directed the sum of £500 to be placed  
 out  
 23 and invested by his said Trustees out of his Estate and to pay the dividends  
 24 and interest thereof for the benefit of his Father for life and, after his  
 decease,  
 25 upon certain trusts therein mentioned for the benefit of **Isabella Augusta**  
**Swift**.  
 26 And the said Testator, after altering certain other of the Trusts declared in  
 his  
 27 said Will respecting the application of the Trust Monies. In all other  
respects  
 28 confirmed his said Will  
 29 Executed by the said Testator in the presence of two  
 30 Witnesses.

folio 23:

28<sup>th</sup> & 29<sup>th</sup>

Nov 1809

**By Indentures** of Lease, Release & Assignment of these dates, the  
 Release

Lease & Release and Assignment made between the s<sup>d</sup> **James Mackie** of the parish of St.  
 Pauls,

33 Deptford in the County of Kent, Gentleman, **Richard Best, the younger**, of  
 34 Greenwich in the said County of Kent, Wine Merchant and **Robert Hill** of  
 35 Deptford, aforesaid, Coal Merchant (Devises in Trust and also Execution,  
 36 names and appointed in & by the last Will & Testament of the s<sup>d</sup>  
**Christopher Dobson**  
 37 of East Greenwich in the said County of Kent, Linen Draper, deceased. In  
 38 Trust for Sale of, amongst other heredit, the heredit thereafter  
 described) of  
 39 the 1<sup>st</sup> part, **Isaac Espinasse** of **Bexley** in the said County of Kent, Esq.  
 40 of the 2<sup>nd</sup> part, **John Aldridge** of **Lincolns Inn** in the County of Middlesex,

folio 23a:

1 Gentleman, a Trustee named and appointed by & on the part and behalf of  
 2 the said  
 3 ***Isaac Espinasse*** of the 3<sup>rd</sup> part, the s<sup>d</sup> ***Stephen Parrell*** of the Paris of St.Paul,  
 4 Deptford, aforesaid, Gentleman, of the 4<sup>th</sup> part, the s<sup>d</sup> ***Thomas Havill*** of  
 5 ***Camberwell***  
 6 in the County of Surrey, Corn Chandler, of the 5<sup>th</sup> part, ***William Jackson***,  
 7 late of ***St. James Street*** in the liberty of ***Westminster***, in the said County of  
 8 Middlesex but the of ***Harewood*** in the County of ***York***, Gentleman, & ***Mary***,  
 9 ***his Wife, late Mary Elliotson, Widow***, of the 6<sup>th</sup> part, ***Robert Espinasse***  
 10 of ***Bexley***, aforesaid, Esq., a Trustee named and appointed by and on the  
 11 part and behalf of the said ***Isaac Espinasse*** for the purpose thereafter  
 12 mentioned, of the 7<sup>th</sup> part. ***Robert Colley Smith*** of Lincolns Inn aforesaid,  
 13 Gentleman, also a Trustee named and appointed by and on the part and  
 14 behalf  
 15 of the said ***Isaac Espinasse*** for the purpose thereafter mentioned, of the  
 16 8<sup>th</sup>  
 17 part and ***Philip Buggs*** of ***Meopham*** in the said County of Kent, Yeoman,  
 18 of the 9<sup>th</sup> part.

15 ***After Reciting*** the before abstracted Will of the said ***Christopher***  
 16 ***Dobson*** of the 3<sup>rd</sup> of September 1801

17 ***And reciting*** that the said ***Christopher Dobson*** died on or about the  
 18 19<sup>th</sup> December 1805 without altering or revoking his said Will and  
 19 the same was duly proved by the Executors therein named in the  
 20 Prerogative Court of Canterbury on or about the 22<sup>nd</sup> of March 1806

21 ***And reciting*** that the said ***James Mackie, Richard Best &***  
 22 ***Robert Hill***, in pursuance of the Trusts so reformed? in them, caused  
 23 the Messuages or Tenements, Land with the Barn & yards  
 24 thereafter

24 mentioned & described and intended to be thereby granted and  
 25 released

25 with the appurts (with other hereditis & premises of them, the said  
 26 ***James Mackie, Richard Best & Robert Hill*** as Devisees, In trust  
 27 of the said ***Christopher Dobson***, as aforesaid, under the said therein  
 28 before in part recited Will) to be put up to Sale by Public Auction  
 29 by ***Mess<sup>rs</sup> Corbett & Son*** at the ***Rome Inn*** at ***Dartford***, aforesaid  
 30 on Saturday, the 5<sup>th</sup> day of April 1806 in 3 Lots under and,  
 31 according to certain particulars and Conditions of Sale, these and  
 32 there produced at which Sale the said ***Isaac Espinasse*** was  
 33 declared to be the highest bidder for and purchaser of Lot 2 and  
 34 which were thereafter particularly described at or for the price or  
 35 sum of £415 and, at the time of such Sale, the said ***Isaac***  
 36 ***Espinasse*** paid to the said ***Mess<sup>rs</sup> Corbett & Son***, the Auctioneers,  
 37 ? a deposit and in part payment of the said purchase money, the  
 38 sum of £84.

39 ***It is Witnessed*** that, in order to effectuate the said Sale & purchase and in  
 40 consideration of the sum of £84 so paid by the said ***Isaac Espinasse*** to

folio 24:

1 the said *Mess<sup>rs</sup> Corbett & Son*, as aforesaid, which had since been paid by  
them

2 to the said *James Mackie, Richard Best & Robert Hill* and of the further  
3 sum of £331 (residue of the said sum of £415) to the said *James Mackie,*  
4 *Richard Best & Robert Hill* in hand paid by the said *Isaac Espinasse*  
5 at or before the execution of the now abstracting Indenture, the Receipt,  
etc.

6 They, the said *James Mackie, Richard Best & Robert Hill* did bargain,  
7 sell, alien, release and confirm unto the said *Isaac Espinasse* in his  
8 actual possession, etc. . . . and to his heirs.

9 All that Messuage or tenement & fam commonly  
10 called or Known by the name of Stone House  
11 Together with the Barn, Stable, outhouses, edifices,  
12 buildings, yards, gardens, orchards & several pieces  
13 or parcels of Arable Meadow & Pasture Land and  
14 Wood Ground thereunto belonging and therewith  
15 letten, held, used, occupied or enjoyed with their,  
16 and every of their, appurts containing together in the  
17 whole, by estimation, 24 acres<sup>158</sup> (be the same more  
18 or less). All which said Messuage, Lands and  
19 premises were situate, lying and being at or near  
20 a certain place called *Magpie Bottom*, in the  
21 parish of *Shoreham* in the said County of Kent,  
22 formerly in the tenure or occupation of *Thomas*  
23 *Wickenden*, late of *Joseph Wood* and then or late  
24 of *John Wood* or his Assignee or Assigns,  
25 undertenant or undertenants. And also All  
26 that other Messuage or Tenement situate, lying &  
27 being at or near *Magpie Bottom* aforesaid in the  
28 said parish of *Shoreham* in the said County of  
29 Kent and formerly in the tenure or occupation  
30 of *William Masters*, late of <sup>159</sup>  
31 and then or late of the said *John Wood*, his  
32 undertenant or undertenants, together with the  
33 yard or garden, orchard & appurts. thereunto belonging  
34 and therewith letten, held and occupied & enjoyed.  
35 | And which said Messuage or Tenement, Lands, ground,  
36 | hereditis & premises were, by the thereinbefore  
37 | mentioned printed particulars of Sale described as  
38 | follows (that is to say) A good Brick built Farm  
39 | House and Offices - a good Barn, Yards, etc.  
40 | A substantial Tenement and premises and about

folio 25:

1 20 acres of Arable and Wood land (be the same more  
2 or less) in the occupation of *Mr. John Wood* and  
3 Tenant in following Inclosures according to Plan

---

<sup>158</sup> this must be the same 24 acres as is mentioned on page 14, line 11; page 18, line 4 and page 20, line 17.

<sup>159</sup> space presumably left for name of where William Masters lived

4       <sup>160</sup> 2 8       Yards, etc. 2 roods & 8 perches. **Wall Field** 1 acre,  
5       1 1 2       1 rood & 2 perches. **Crabhorn** 2 acres & 2 roods.  
6       2 2               **Headland Field** 1 acre, 1 rood & 28 perches. **Shaw**  
7       1 1 28       3 roods & 32 perches. **Long Field & Stable**  
8       3 22       **Field** 6 acres, 3 roods & 36 perches. **Beech Field**  
9       6 3 36       2 acres, 1 rood & 6 perches. **Walnut Tree Field** 3  
10      2 1 6       acres, 3 roods & 28 perches. and that the premises  
11      3 3 28       were held under a Repairing Lease 17 years of  
12      -----       which would be unexpired at Michaelmas Term  
13      19 3 10       then next at a Net Rent of £20 per annum  
14                   clear of all Taxes. And all houses, etc. And  
15                   the reversion, etc. And all the Estate, etc. And  
16                   all Deeds, etc.  
17                   To hold the same, with the appurts, unto the said  
18      **Isaac Espinasse** & his heirs.  
19                   To the use of such person & persons for such Estate &  
20                   Estates and for such intent & intents and in such manner,  
21                   parts, shares & proportions and upon such Trusts. and  
22                   charged and chargeable in such manner. and either  
23                   absolutely or conditionally and subject to such powers  
24                   of revocation. and of new appointment and other powers,  
25                   provenses?, conditions, restrictions, limitations, declarations  
26                   and agreements as the said **Isaac Espinasse**, at any time  
27                   or times, and from time to time by any Deed or Deeds,  
28                   Instrument of Instruments in writing to be sealed & delivered  
29                   by him in the presence of and to be attended by two or more  
30                   credible Witnesses or by his last Will & Testament in  
31                   writing or any writing in the nature of purporting to  
32                   be his last Will and Testament or by Codicil or  
33                   Codicils thereto to be severally & respectively signed,  
34                   sealed and published by him in the presence of and to be  
35                   attested in his presence by 3 or more credible Witnesses  
36                   should direct, limit or appoint               <sup>161</sup>       Remainder  
37                   To the use of the said **Isaac Espinasse** & his assigns for  
38                   life without impeachment of want               Remainder  
39                   To the use of the said **John Aldridge**. his exors, admors &  
40                   assigns during the life of the said **Isaac Espinasse**. Upon

*folio 26*

1                   Trust to and for the benefit of the said **Isaac Espinasse** & his  
2                   assigns. And to the intent taht the then present or any future  
3                   Wife of the said **Isaac Espinasse** might not be entitled to  
4                   Dower                   <sup>162</sup>                   with Remainder  
5                   To the only proper use & behoof of the heirs & assigns of him,  
6                   the said **Isaac Espinasse** for ever and to & for and uon no other  
7                   use, ?? or purpose whatsoever.  
8                   **Separate Covenants** by the said **James Mackie, Richard Best** and

<sup>160</sup> the areas given in the text are given in the margin; Shaw is given as 3 roods 32 perches in text, 3 roods 22 perches in margin. The total gives 1 acre = 4 roods; 1rood = 40 perches.

<sup>161</sup> space left here and in line 37

<sup>162</sup> space

9 *Robert Hill* that they had done no act to incumber.  
 10 ***And reciting*** the before abstracted Indentures of Lease & Release of  
 11 the 6<sup>th</sup> and 7<sup>th</sup> of January 1791<sup>163</sup>.

*folio 26*  
 19<sup>th</sup> & 20<sup>th</sup>  
 Jan 1792<sup>164</sup>

13 ***And reciting*** that by certain other Indentures of Lease & Release  
 14 bearing date respectively the 19<sup>th</sup> & 20<sup>th</sup> days of January 1792 and made  
 between the said *John Codd, William Codd, Robert Millard & Martha, his*  
*Wife*, of the  
 15 one part and the said *Stephen Parrell* of the other part. In consideration  
 16 of the sum of £200 by the said *Stephen Parrell* to the said *Robert*  
 17 *Millard & Martha, his Wife*, therein mentioned to be paid. They, the  
 18 said *John Codd, William Codd, Robert Millard & Martha, his Wife*,  
 19 as to their 3 undivided fifth parts of all & singular the Messuage or  
 20 tenement, hereditis & premises thereinbefore mentioned & intended to be  
 21 thereby granted & released, Did grant, bargain, sell, release & convey the  
 22 the<sup>165</sup> same, and every part thereof, unto and to the use of the said *Stephen*  
 23 *Parrell*, his heirs & assigns. Subject to Redemption on payment by the  
 24 said *John Codd, William Codd & Robert Millard*, or any or either of them,  
 25 to the said *Stephen Parrell* of the said sum of £200 on the 24<sup>th</sup> day of  
 26 June then next ensuing with lawful intent for the same. But that the  
 27 said last mentioned Indentures of Lease & Release and Mortgage  
 28 were only executed by the said *Robert Millard and Martha, his*  
 29 *Wife* and not by the said *John Codd & William Codd* or either of them.  
 30 ***And Reciting*** that by other Indentures of Lease, Release & Appointment  
 31 bearing date respectively the 5<sup>th</sup> and 6<sup>th</sup> days of December 1792 duly  
 32 executed and made between said *Robert Millard and Martha, his Wife*  
 33 of the one part and the said *John Codd & William Codd* of the other part.  
 34 ***After therein Reciting*** (amongst other things) the s<sup>d</sup> several  
 35 Indentures of Lease, Release and Mortgage to the purport or effect  
 36 thereinbefore recited and that the several sums therein mentioned  
 37 with an arrear of interest for the same respectively were then remaining  
 38 due and accruing to the said *Mary Elliotson* and the said *Stephen*  
 39 *Parrell* upon or by virtue of the said recited Mortgage and securities  
 40 and that the said *John Codd and William Codd* had agreed with

*folio 27*

1 the said *Robert Millard and Martha, his Wife* for the absolute purchase of  
their 5<sup>th</sup>  
 2 part or share and all their Equity of Redemption estate right Interest  
 whatsoever  
 3 of, in & to all the said Mortgaged oremises for the sum of £575 subject to  
 the payment  
 4 of (among other sums) the said sum of £200 seemed by the lastly recited  
 Indentures

---

163 see page ?

164 just pencilled in the margin as is the next date below

165 duplication of "the" in document

5 of Mortgage & of all interest then due & which should accrue & become  
 6 due thereon. *It*  
 7 was witnessed that in common<sup>166</sup> of the premises & of the said sum of £575  
 to the  
 8 said *Robert Millard* and *Martha, his Wife* thereupon paid by the said *John*  
*Codd* &  
 9 *William Codd* in equal parts & shares. They, the said *R. Millard* and  
*Martha, his Wife*,  
 10 by virtue & in pursuance of the power & authority to them given & reserved  
as thereinbefore  
 11 was expressed. Did direct, limit & appoint, grant, bargain, will, alien,  
release & convey  
 12 their undivided 5<sup>th</sup> part or share of & in the said Messes, farms, lands,  
 grounds, hereditis  
 13 and premises whatsoever therein & in the said recited Indentures of  
 Mortgage specified,  
 14 described & comprized & if & in every part & parcel thereof with their  
 appurts unto & to  
 15 the use of the said *John Codd* & *William Codd* as tenants in common and  
their  
respective heirs & assigns for ever. Subject as therein & thereinbefore was  
 expressed.

folio 27

7<sup>th</sup> Dec 1792

*And Reciting* that by a certain Indenture of Demise & Mortgage bearing  
 date the 7<sup>th</sup>  
 17 Dec<sup>r</sup> 1792 and made between the said *John Codd* & *William Codd* of the  
 one part  
 18 & the said Stephen Parrell of the other part. After Reciting the said  
 Indentures of  
 19 Lease & Release & Mortgage of the 6<sup>th</sup>, 7<sup>th</sup> Jan<sup>y</sup> 1791, the said Indentures of  
 Lease,  
 20 Release & Mortgage of the 19<sup>th</sup> & 20<sup>th</sup> Jan<sup>y</sup> 1792 and the said Indentures of  
 Lease  
 21 Release & Appointment of the 5<sup>th</sup> & 6<sup>th</sup> Dec<sup>r</sup> in the same year 1792<sup>167</sup> in the  
 manner  
 22 or to the purport or effect thereinbefore expressed. It was witnessed that in  
 pursuance  
 23 of the Agreement & in conson of the sum of £600 to the said *J. Codd* & *W.*  
*Codd* there  
 24 upon advanced & paid by the said *Stephen Parrell*, they, the said *John*  
*Codd* & *William*  
 25 *Codd* did grant, bargain, sell & demise All their 3 undivided 5<sup>th</sup> parts or  
shares of &  
 26 in the said capital Messe or Mansionhouse & in the said Messes or  
 tenements, lands,  
 27 <sup>168</sup> hereditis & premises unto the said *S. Parrell*,, his exors, admors & assigns,  
 from the day next

<sup>166</sup> "consideration"? (also in line 22)

<sup>167</sup> see pages 32, 113 and 115 respectively

<sup>168</sup> pencilled note in the margin, difficult to read: "2000 yrs. ?? to *Robert Espinasse* to attend for 30?"

28 before the day of the date thereof for & during the term of 2000 years by  
 29 way of Mortgage  
 And subject to the proviso & agreement therein contained for redemption of  
 the said parts  
 or shares & for making void the name? term on payment by the said *J.*  
*Codd & W. Codd*  
 unto the said *Stephen Parrell* of the sum of £600 and also the said sum of  
 £200 so  
 169 already secured to the said *S. Parrell* as aforesaid & the further sums of  
£200 & £125  
 secured as therein mentioned.  
*And Reciting* that by a certain Deed Poll or Instrument in writing  
 bearing date on or  
 about 13<sup>th</sup> Oct<sup>r</sup> 1791 under the hands & seals of the said *Mary Elliotson* &  
 the said *William*  
*Jackson*, her then intended Husband & indorsed on te said 1<sup>st</sup>170 therein  
 before recited Indre  
 of Mortgage for the commons therein mentioned, the said *M. Elliotson*, with  
 the consent  
 & approbation of the said *W. Jackson*, did grant unto the said *Tho<sup>s</sup>. Havill* &  
unto the said  
 171 *Chris<sup>t</sup> Dobson & William Jackson* (Farrier), the said 3/5<sup>th</sup> parts or shares of  
 the said  
 Capital Messe or Mansionhouse & all other the Messes, lands, farms,  
 tenements, grounds.  
 heredit & premises in the said recited Indentures of Lease, Release &  
 Mortgage specified and  
 comprized & whereof the Messes, lands & heredit thereafter mentioned  
 & described were

folio 28

1 part & parcel To hold the said 3/5<sup>th</sup> parts or shares thereby  
 2 assigned of and in all the premises comprised  
 3 in the said Mortgage unto the s<sup>d</sup> Tho<sup>s</sup>  
 4 *Havill, Christophere Dobson & W<sup>m</sup> Jackson* (Farrier), their exors, admors  
 5 & afs<sup>d</sup> for & during the remainder of the said 1000 years then to come  
 6 therein Subject to such equity of redemption as was then subsisting by  
 7 virtue of the Proviso or Condition in that behalf contained in the said  
 8 Indenture of Release & Mortgage. And, by the same Deed Poll<sup>172</sup>, the said  
 9 *Mary Elliotson*, with the like consent & approbation of the said *William*  
 10 *Jackson*, her then intended husband, did assign and set over the said  
 11 sum of £1700 then owing on the said Mortgage & the interest to grow  
 12 due for the same unto the said *Tho<sup>s</sup> Havill, Christopher Dobson & W<sup>m</sup>*  
 13 *Jackson* (Farrier), their exors, admors & ass<sup>s</sup> upon such trusts & for

169 "These two further sums were not, I presume, secured on the premises in question" initalled as previously

170 no month given

171 pencil note in the margin: "fo. 14 & 15"; is this a reference to pages 14 & 15 (called folios? A similar pencilled note by line 5, page 28.

172 see page 27, line 34

14 such intents & purposes. And subject to such powers, provisos &  
 15 agreemen<sup>ts</sup>  
 16 & declarations as the said *Mary Elliotson*, either sole or covert by any deed  
 17 or deeds, writing or writings, to be by her sealed & delivered in the pres<sup>ce</sup><sup>173</sup>  
 18 of & to be attested by two or more credible witnesses declare should direct  
 19 or  
 20 app<sup>t</sup>.  
 21 *And reciting* that by Indre of Settlement of three parts bearing  
 22 even date with the said Deed Poll duly executed & made between the  
 23 said *Mary Elliotson* of the 1<sup>st</sup> part, the said *W<sup>m</sup> Jackson*, her then  
 24 intended husband, of the 2<sup>nd</sup> part & the said *Tho<sup>s</sup> Havill, Christ<sup>f</sup>*  
 25 *Dobson & W<sup>m</sup> Jackson* (Farrier) of the 3<sup>rd</sup> part. after reciting, amongst  
 26 other things, the marriage then intended to be had & solemnized (which  
 27 shortly afterwards took effect) between the said *W<sup>m</sup> Jackson*, Gent<sup>n</sup> &  
 28 *Mary Elliotson* & that the said *Mary Elliotson* was (among other  
 29 sums) entitled to the said sum of £1700 secured by the s<sup>d</sup> mortgage<sup>174</sup>  
 30 for the said term of 1000 years. It was witnessed & the s<sup>d</sup> *Mary*  
 31 *Elliotson*, with the consent of the said *W<sup>m</sup> Jackson*, her then intended  
 32 husband, did declare, direct & appoint that the said *Tho<sup>s</sup> Havill,*  
 33 *Christ<sup>f</sup> Dobson & W<sup>m</sup> Jackson*, (Farrier) should stand possessed of  
 34 the said £1700 & the sev<sup>l</sup> other sums therein ment<sup>d</sup>, making tog<sup>r</sup>  
 35 £5100 & the interest thereof Upon the several trusts therein ment<sup>d</sup>  
 36 And it was by the said Indre then in recital provided & agreed that  
 37 it should be lawful for the said trustees & the survivors & survivor  
 38 of them & the exors & admons of such survivor at any time or times  
 39 during the joint lives of the said *W<sup>m</sup> Jackson & Mary Elliotson*,  
 40 his then intended wife with her consent lawfully by some writing<sup>175</sup>  
 41 under her hand and seal to call in all or any part of the said  
 42 several sums & lay out & invest such monies upon real or Gov<sup>t</sup>

## folio 29

1 securities & to alter & transfer such funds.  
 2 *And reciting* that the said *John Codd* departed this life unmarried  
 3 & intestate, the said *William Codd & George Codd*, as his only surviving  
 4 brothers & Co heirs in Gavelkind thereupon became seized of or entitled  
 5 unto the Inheritance in fee simple in posson<sup>176</sup> of his fifth part or  
 6 share appointed & conveyed by the said last in part recited Indres  
 7 subject to the payment of the like part or share of the said princ<sup>l</sup>  
 8 sum of £1700 & the Int<sup>t</sup> thof<sup>178</sup>. And under & by virtue of certain other

---

173 “presence”

174 see page 13, lines 18-19 and page 16, lines 22-23

175 the underlining of this phrase, and those underlined up to line 10 of page 29, were in ink compared with the rest in pencil

176 “possession”

177 “At this distance of time I think this recital may be relied on. Wm. & Geo. Codd were ?? as the owners of John Codd’s share in that Conveyance on the Sale of the 4/5ths to Mr. Dobson in 1800” same initials

178 “thereof”

9           179       | Indres of Lease & Release dated resply on or about the 23<sup>rd</sup> & 24<sup>th</sup> days  
 10           | of Nov 1795. & of a Common Recovery suff. in purs<sup>ce</sup> thof<sup>180</sup> the s<sup>d</sup>  
 11           | **Geo. Codd** became entitled to one other 5<sup>th</sup> part or share of the s<sup>d</sup>  
 12           | premises & **John Wickenden** in the said last ment<sup>d</sup> Indres descr<sup>d</sup> &  
 13           | **Sophia, his Wife**, formerly **Sophia Codd**, Spinster, became entitled to the  
 14           | remaining fifth part or share of the said premises.  
 15           |        ***And reciting*** that under & by virtue of divers conveyances,  
               assurances  
 16           181       | & other acts in the Law the Inheritance in fee simple in possession of  
 17           | & in the entirety of the said messes or tenem<sup>ts</sup>, heredit<sup>s</sup> & premes became  
 18           | duly vested in the said **Christ<sup>t</sup> Dobson** who devised the same in and  
 19           | by his last Will & Testament in the manner thereinbefe recited<sup>182</sup>.  
 20           |        ***And reciting*** that the said several princ<sup>l</sup> sums of £600, £425,  
 21           | £200 & £200, making together the sum of £1425, due & owing to  
 22           | the said **Stephen Parrell** as afsd upon or by virtue of the said mtges  
 23           | made too him with all Int<sup>t</sup> for the same were sometime duly  
 24           | paid & satisfied to the said **Stephen Parrell** as he did thby acknowl<sup>e</sup>  
 25           | and admit.  
 26           |        ***And reciting*** that the said principal sum of £1700 so secured  
 27           | to the said **Mary Elliotson**, then **Mary Jackson**, as afsd, was sometime duly  
 28           | since duly paid & satisfied to the said **Tho<sup>s</sup> Havill, Christ<sup>t</sup> Dobson &**  
 29           | **William Jackson**, the Trustees named in her said Settlem<sup>t</sup> upon the trusts  
 30           | therein ment<sup>d</sup> as the said **Tho<sup>s</sup> Havill & W<sup>m</sup> Jackson**, party thereto  
 31           | & **Mary, his Wife** did thereby acknowledge & declare.  
 32           |        ***And reciting*** that it had been agreed & was intended that the  
 33           | residue & remainder of the said term of 2000 years of & in the said  
 34           | three undivided fifth parts or shares pf the said messuage or tenem<sup>ts</sup>,  
 35           | lands, heredit<sup>s</sup> & premises so comprised in & conveyed to or to the use of  
 36           | the said **Isaac Espinasse** & his said trustee as thereinbefe ment<sup>d</sup> sho<sup>d</sup>  
 37           | be assigned to the said **Rob<sup>t</sup> Espinasse**, his exors, admors & ass<sup>s</sup>. In  
 38           | trust for him, the said **Isaac Espinasse**, his heirs, appointees & afs<sup>d</sup>  
 39           | & to attend the Inhance<sup>183</sup> of the premes as thereinaf<sup>t</sup> ment<sup>d</sup>.  
 40           | ***It was witnessed*** that, in pyrs<sup>ce</sup> of the said Agreem<sup>t</sup> & in conson<sup>184</sup> of the

folio 30

1                       ?? ??<sup>185</sup>   sum of 5% to the said **Stephen Parrell** paid by the said **Robert**  
 2                       **Espinasse**, the said **Stephen Parrell**, at the request & by the direction of the s<sup>d</sup>

179       In line 10, month has been changed from "Dec" to "Nov". note in margin: "qu. as to the date of ?? Recovery Deeds & the Recovery is stated (note fo. 17) to have been suffered in Hilary Term 1795". See page 17, line 12

180       "pursuance thereof"

181       note in margin: "as to Mr. Dobson's title to Mrs. Wickenden's 1/5th see the Deeds of 19 & 20 June 1796 ?? to be produced fo. 32. qu. Has the Vendor no Abstract of them?" (fo.32 = page 32 of Abstract)

182       (fo.22) added in pencil, i.e. page 22 of Abstract

183       "Inheritance"

184       "consideration"

185       2 "swiggles" here; presumably because the writer did not know the amount

3 *Ja<sup>s</sup>. Mackie, Rich<sup>d</sup> Best & Rob<sup>t</sup>. Hill*, & at the nomination & by the apptmt of  
 4 the said *Isaac Espinasse*, testified & Did<sup>186</sup> bargain, sell, assign, transfer  
 5 & set over unto the said Rob<sup>t</sup>. Espinasse, his ex<sup>s</sup>, ad<sup>s</sup> & ass<sup>s</sup>.

6 *All* those 3 undivided fifth parts which by the  
 7 said Indre of Mortgage of the 7<sup>th</sup> day of Dec<sup>r</sup><sup>187</sup>  
 8 1792 were limited, granted & demised to the said  
 9 *Stephen Parrell*, his exors, admors & ass<sup>s</sup> for the  
 10 s<sup>d</sup> term of 2000 years of & in the said messes or  
 11 tenements, lands, heredit<sup>s</sup> & premes thinbefe<sup>188</sup> ment<sup>d</sup> &  
 12 desc<sup>d</sup> & expressed & intended to be thereby granted &  
 13 released with the appurts And the Reversion, etc.

14 *And* all the Estate, etc.

15 *To hold* the same, with the appurts, unto the said *Robert*  
 16 *Espinasse*, his exors, admors & ass<sup>s</sup>, from thenceforth for the  
 17 residue of the said term of 2000 yeears then to come & unexp<sup>d</sup>,  
 18 freed & discharged of & from all right & equity of redemption  
 19 whats<sup>t</sup> under or by virtue of the provisoes or condition or  
 20 agreem<sup>t</sup> in that behalf contained in the said recited Indre  
 21 Mortgage or owise hows<sup>t</sup>. Nevless<sup>189</sup> upon trust for & for the  
 22 benefit of the said *Isaac Espinasse*, his heirs, appointees & afs<sup>d</sup>  
 23 & to be assi<sup>d</sup><sup>190</sup> or disposed of as he or they should direct or appt.  
 24 And in the meantime In trust to attend and go along with  
 25 the Freehold Reversion & Inhance of the same parts of & in the  
 26 said Messes or Tenem<sup>ts</sup>, farms, lands, grounds, heredit<sup>s</sup> & premes  
 27 in order & with intent to protect & defend the same from & agst  
 28 all mesne & intervening charges & incumb<sup>s</sup> (if any such there be).

29 *Covenant* by the said *Stephen Parrell* that he had done no act to  
 30 incumber.

31 *And reciting* that it had been agreed & was intended that the  
 32 residue & remainder of the s<sup>d</sup> term of 1000 years of & in the three  
 33 undivided fifth parts or shares of the said premes so vested in the s<sup>d</sup>  
 34 *Mary Elliotson*, then *Mary Jackson* as afsd, sho<sup>d</sup> be afs<sup>d</sup> by the s<sup>d</sup> *Tho<sup>s</sup>*  
 35 *Havill* in whom the same then vested as surviving trustee to the said  
 36 *Ralph Colley Smith*, his exors, admors & ass<sup>s</sup>. In trust for the s<sup>d</sup> *Isaac*  
 37 *Espinasse* & to attend the Inhance of the s<sup>d</sup> premes as thereinaf<sup>t</sup> expressed.

38 *It was further witnessed* that, in purs<sup>oe</sup> of such last ment<sup>d</sup> Agreem<sup>t</sup> & in  
 39 conson of the premes & also in conson of the sum of 5s/ to the said *Tho<sup>s</sup> Havill*,

---

186 "grant" originally here, crossed out which looks as if it was done later than when the original text was written

187 see page 118 (ref. made to folio 27)

188 "thereinbefore"

189 "otherwise howsoever. Nevertheless"

190 assigned?

191 note in margin: "one of his two Co. Trustees was Chr. Dobson, the Testor? There is no recital of the death of the other Co. Trustee, Wm. Jackson but I think this statement of Mr. Havill's survivorship may be relied upon. It ?? I apprehend have been proved on the late Mr. Esoinasse's purchase" - same initials  
 Underlining on line 34 in ink

40 paid by the said *R.C. Smith*, the rec<sup>192</sup> etc. He, the said *Tho<sup>s</sup> Havill* at the

folio 31

1 request & by the direct<sup>n</sup> & apptmt of the s<sup>d</sup> *Ja<sup>s</sup>. Mackie, Rich<sup>d</sup>. Best & Rob<sup>t</sup>*  
 2 *Hill* & with the consent & approbat<sup>n</sup> & by the direct<sup>n</sup> of the said *W<sup>m</sup> Jackson*,  
 3 party thto, & *Mary Jackson*, his Wife, late *Mary Elliotson*, & at the nominal<sup>d</sup> &  
 at  
 4 the apptmt of the said *Isaac Espinasse* testified etc. Did<sup>193</sup> bargain, sell, assign,  
 5 transfer & set over unto the said *R.C. Smith*, his exors, admors & ass<sup>s</sup>.

6 All those 3 undivided 5<sup>th</sup> parts which by the s<sup>d</sup>  
 7 Indre of Release & Mortgage of the 7<sup>th</sup> day of Jan<sup>y</sup>  
 8 1791 were limited (amongst other heredit<sup>s</sup> & premes  
 9 thin<sup>195</sup> ment<sup>d</sup>) to the s<sup>d</sup> *Mary Elliotson*, her exors,  
 10 admors & ass<sup>s</sup> for the s<sup>d</sup> term of 1000 years & which  
 11 were aftwds ass<sup>d</sup> by her to & vested in the s<sup>d</sup> *Tho<sup>s</sup>*  
 12 *Havill, Christ<sup>f</sup> Dobson & W<sup>m</sup> Jackson* the Trees in  
 13 the s<sup>d</sup> Marre Sett<sup>t196</sup> named of & in All those s<sup>d</sup> Messes  
 14 or Ten<sup>ts</sup>, lands, heredit<sup>s</sup> & premes thinbefe ment<sup>d</sup> and  
 15 descr<sup>d197</sup> & expressed & intended to be thby granted &  
 16 reled<sup>198</sup> & every part & parcel thof with the appurts.

17 And the Reversion, etc

18 And all the Estate, etc.

19 To hold the same with the appurts unto the said *R.C.Smith*,  
 20 his exors, admors & ass<sup>s</sup> from thenceforth for & during all the  
 21 residue & rem<sup>r</sup> of the s<sup>d</sup> term of 1000 yrs & limited as  
 22 thinbefe was expressed & therein as yet to come & unexp<sup>d</sup>  
 23 freed & absol<sup>y</sup> dischgd from all right & equity of redempt<sup>n</sup>  
 24 whats<sup>r</sup> under or by virtue of the Proviso, Condon<sup>199</sup> or Agree<sup>t</sup>  
 25 in that behalf cont<sup>d200</sup> in the s<sup>d</sup> recited Indre of Release and  
 26 Mortgage or orwise hows<sup>r</sup> nevless<sup>201</sup> upon trust for & for the  
 27 benefit of the said *Isaac Espinasse*, his heirs & ass<sup>s</sup> & to be  
 28 ass<sup>d</sup> & disposed of as he or they sho<sup>d</sup> direct or appt. And in  
 29 the meantime, In trust to attend & go along with the Freehold  
 30 Reversion & Inhance of the same parts of the s<sup>d</sup> messes or

192 receipt?

193 "grant" as in line 4 on page 30; the rest of this line is exactly the same as lines 4 & 5 except that the name on page 30 is Robert Espinasse.

194 note in margin: "fo 7 - 15", that is pages of abstract 7 to 15; "1791" at the beginning of the line has been ticked (in pencil)

195 "therein"

196 "Marriage Settlement"

197 "thereinbefore mentioned and described"

198 "released"

199 "Condition"

200 "contained"

201 "otherwise howsoever nevertheless"

31 Tenem<sup>t</sup>, lands, heredit<sup>s</sup> & premes thby granted & reled<sup>202</sup> in order  
 32 & with the intent toprotect the same from all mesne or  
 intervening  
 33 chges & incumbrances if any such there were.

34 **Covenant** by the said *W<sup>m</sup> Jackson & Mary, his Wife*, that they had  
 35 done no act to incumber

36 **Covenant** by the said *Tho<sup>s</sup> Havill* that he had done no act to  
 37 incumber.

38 **And reciting** that the several Title Deeds, Evidences & Writ<sup>gs</sup> ment<sup>d</sup>  
 39 & particularized in the Schedule thereunder written related not only to the  
 40 Messes or Tenem<sup>ts</sup>, Heredit<sup>s</sup> & Premes thinbefe granted & reled<sup>203</sup> but also

folio 32

1 to other heredit<sup>s</sup> & premes late of them the said *Ja<sup>s</sup>.Mackie, Rich<sup>d</sup>*  
 2 *Best & Rob<sup>t</sup>. Hill* as Devisees in trust under the Will of the said *Christ<sup>f</sup>*  
 3 *Dobson*, deced as afsd which had been purchased by & were then the est<sup>e</sup>  
 4 of *Philip Buggs* of greater value than the said heredit<sup>s</sup> & premes so  
 5 thereinbefe granted & reled & the s<sup>d</sup> deeds, evidences & writ<sup>gs</sup> had  
 6 been deliv<sup>d</sup> to & were then in the Custody of the said *Philip Buggs*  
 7 as he did thby admit & ack<sup>e</sup>. And it had been agreed that the said *Philip*  
 8 *Buggs* should retain the custody of the same sev<sup>l</sup> Title Deeds, Evid<sup>s</sup> &  
 9 Writ<sup>gs</sup> he covenanting with the purchasers of the other parts of the  
 10 premes to which the said Title Deeds, Evidences & Writ<sup>gs</sup> relate to  
 11 produce the same when thereunto required.

12 **It was witnessed** that, in pursuance & perf<sup>ce204</sup> of the s<sup>d</sup> las ment<sup>d</sup> Agree<sup>t</sup>  
 13 The said *Philip Buggs*, for himself, his heirs, ex<sup>s</sup>, ad<sup>s</sup> & ass<sup>s</sup>, Did thby cov<sup>t205</sup>  
 14 with the said *Isaac Espinasse*, his heirs, apptees<sup>206</sup> & ass<sup>s</sup>, for the product<sup>n</sup> in  
 the  
 15 usual form of the sev<sup>l</sup> Title Deeds ment<sup>d</sup> in the Schedule thunder written.

16 **Declaration** that all terms of years then subsisting in the s<sup>d</sup> hdts  
 17 sho<sup>d</sup> from thenceforth reamin, continue & be And that all persons in  
 18 whom such terms sho<sup>d</sup> become vested sho<sup>d</sup> be possed<sup>207</sup> of the same. In  
 19 trust for the said *Isaac Espinasse*, his heirs & ass<sup>s</sup>, to attend & go along  
 20 with the Ferehold Reversion & Inhance of the said heredit<sup>s</sup> & premes  
 21 in order to protect the same from all mesne incumb<sup>s</sup>, if any such  
 22 there were & to be ass<sup>s</sup> & disposed of as he, the said *Isaac Espinasse*  
 23 should direct or appoint.

24 **Executed** by all the said parties except the said *Isaac*  
 25 *Espinasse, John Aldridge, R. Colley Smith & Robert*

---

202 "thereby granted & released"

203 "thereinbefore granted & released"

204 "performance"

205 "his heirs, executors, administrators & assigns, Did thereby covenant"

206 ??

207 "possessed"

- 26           <sup>208</sup>                    ***Espinasse*** & attested except as to the execution by the s<sup>d</sup> ***Mary Jackson*** which is not attested.<sup>209</sup>
- 27                            ***Receipt*** for £415 indorsed.
- folio 32:*
- 11<sup>th</sup> Mar 1796       ***Indre*** of Mortgage between ***W<sup>m</sup> Codd & Geo. Codd*** of the one part and ***Christ<sup>r</sup> Dobson & Tho<sup>s</sup> Havill*** of the other part.<sup>210</sup>
- 29
- 19<sup>th</sup> & 20<sup>th</sup><sup>211</sup>       ***Indres*** of Lease & Rele between ***John Wickenden & Sophia, his Wife*** of the one part & ***Christ<sup>r</sup> Dobson*** of the other part.
- June 1796
- 31
- 31<sup>st</sup> December     ***Indre*** of 7 parts between ***Joseph Berend*** of the 1<sup>st</sup> part, ***John Mainch*** of 2<sup>nd</sup> part, ***Tho<sup>s</sup> Selby*** of the 3<sup>rd</sup> part, ***John Baker*** of the 4<sup>th</sup> part, ***John Wickenden*** of the 5<sup>th</sup> part, ***W<sup>m</sup> Codd*** of the 6<sup>th</sup> part, & ***Geo. Codd*** of the 7<sup>th</sup> part.
- 1795<sup>212</sup>
- 33
- 34

---

<sup>208</sup> note in margin: "The want of an attestation as to the execution, by Mrs. Jackson, is not material. ?? Witness was required. See fo. 28"; same initials

<sup>209</sup> the exception clause, which is underlined in ink, was added after the initial writing.

<sup>210</sup> see page 74

<sup>211</sup> note in margin: "These Deeds are not abstracted or recited"

<sup>212</sup> note in margin: "This Deed not abstracted or recited"

folio 32:

18<sup>th</sup> September 1833

Office copy

**The** said **Isaac Espinasse** therein descr<sup>d</sup> as of **Hextable House** in the County

36

of Kent, Esq<sup>f</sup> by his Will of this date gave, devised & beq<sup>d</sup> to his Son, **Ja<sup>s</sup> Espinasse**

37

of Gray's Inn, Barrister at Law.

38

**All his** estate & property of every kind & description

39

here or in **Ireland** to him & his heirs & ass<sup>s</sup> for ever

40

chargeable with an annuity or yearly charge of

folio 33:

1

£200 a year to Testator's daughter-in-law

2

**Susannah Eliz. Espinasse**, his (**Ja<sup>s</sup> Espinasse's**)

3

Wife, for her natural life in manner following, that

4

is to say, £40 a year, part of the said sum,

5

quarterly from the time of his (the said testator's)

6

death, when his said Son would become entitled to all

7

his property, to & for her sole & separate use, & in

8

case of his death that should immedly become

9

entitled to & take & receive the whole sum of £200

10

yearly, by quarterly for the full end & term of her nat<sup>l</sup>

11

life & be received, by her, in lieu of dower & as a

12

jointure to be enjoyed by her & he appted<sup>213</sup> his s<sup>d</sup>

13

Son, **Ja<sup>s</sup> Espinasse**, & his s<sup>d</sup> daur, exor & extrix<sup>214</sup>

14

of his Will & his brother, **Rob<sup>t</sup> Espinasse**, of the

15

Temple, & his Nephew, **Rich<sup>d</sup> Espinasse**, of the County

16

of **Wicklow** in **Ireland**, Trustees on behalf of his said

17

Daughter in Law & to see the bequest of his said

18

Will carried into effect.

19

**Executed** by the said Testor in the pres<sup>ce</sup> of three

20

Witnesses.

21

**Proved** in the Prerog<sup>e</sup> Co<sup>t</sup> of Cant<sup>y</sup> by the s<sup>d</sup>

22

**Ja<sup>s</sup> Espinasse** & **Susannah Eliz. Espinasse**, his

23

Wife, 18<sup>th</sup> Mar. 1834

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213 "appointed"

214 "executrix"