Abstract of the Title of Mr Robert Bryan to a Messuage Lands and Hereditaments situate at Lyddington in the County of Rutland.

14th & 15th June 1715. Indres of Lease and Release the Release being made between William Fancourt the Elder of Lyddington afsd Esqre and Dorcas his wife of the 1st part William Fancourt of Lyddington afsd Gentleman (son and heir apparent of the said William Fancourt the Elder by Dorcas his wife) and Arabella wife of the s. Wm Fancourt the yr of the 2nd part and John Clarke of Gilmorton in the Co. of Leicester Gent. of the 3rd part

It is Witnessed that in consn of a marriage theretofore had & solr by and betn the sd Wm Fancourt the younger and Arabella his wife & also that the s. Arabella at the instance & request of the s. Wm Fancourt the Elder & William Fancourt the younger had surrd & yielded up unto the s. Wm Fancourt the yr his heirs and assigns all her Estate & Interest of and in the lands & tenements situate & being at Lubenham in the Coty of Leicester & for the making a jointure or provision for the said Arabella in case she shod survr her s. husl. and for settling & assuring the Messuages Lands & premises thrinafter described to the uses thrinafter expsd & for & in consn of 5l. a piece to the s Wm Fancourt the Elder & Dorcas his wife & Wm Fancourt the yonr paid by the said John Clarke the sd Wm Fancourt the Elder & Dorcas his wife & Wm Fancourt the yonr did grant bargain sell alien release enfeoff assure & confirm unto the s. John Clarke (in his actual possn) and to his heirs & ass

All that close or inclosed piece of pasture Ground situ. and being in Lyddington aforesd called or known by the name of Townsends close

And also all that close of pasture or piece or parcel of pasture ground called or known by the name of Popis

the Elder by Dorcas his wife) and Arabella wife of the s.d Wm Fancourt the yr. of the 2nd part and John Clarke of Gilmorton in the Co. of Leicester Gent. of the 3rd part

It is Witnessed that in consion of a marriage theretofore had & sol.d by and betn the sa Wm Fancourt the younger and Arabella his wife & also that the s.d Arabella at the instance & request of the s.d Wm Fancourt the Elder & William Fancourt the younger had surr.d & yielded up unto the s.d Wm Fancourt the yr. his heirs and assigns all her Estate & Interest of and in the Lands & tenem.ts situate & being at Lubenham in the Co.y of Leicester & for the making a jointure or provision for the said Arabella in case she sho.d surv.e her s.d husb.d and for settling & assuring the Messuages Lands & premises hereinafter describe to the uses hereinafter expr.d & for & in consion of 5l. a piece to the s.d Wm Fancourt the Elder & Dorcas his wife & Wm Fancourt the your paid by the said John Clarke the sa Wm Fancourt the Elder & Dorcas his wife & Wm Fancourt the your did grant bargain sell alien release enfeoff assure & confirm unto the s.d John Clarke (in his actual poss.n) and to his heirs & ass

All that close or inclosed piece of pasture Ground sit. and being in Lyddington afores.d called or known by the name of Townsends close

And also all that close of pasture or piece or parcel of pasture ground called or known by the name of Popes close.

And also all that close or incl.d piece of past. ground situate & being in Lyddington afores.d called or known by the name of Kiln close.

Kiln Close

And also all those 3 acres of meadow situate lying and being in the fields & lib.s of Lyddington afs.d in a certain place there called Abbots Meadow All wh said premises were then in the occon of s.d Wm Fancourt the Elder

And also all those four Cottages or Tenements with the appurts sit. & being in Lyddington aforesd. then in the sevl tenures or occons of John Fisher, Robert Parsons, Robt. Smith and Geo. Searey.

And also all those 2 Cottages or Tenements ~~situate~~ with the appurts sit. & being in Lyddington aforesd. then in the occupcon of John Andrew & William Clarke

And also all that close or inclosed piece of pastr. ground situate & being in Lyddington aforesd. called or known by the name of Jack Smith's close containing by estimation 4 acres

And also all that little close of Pasture situate & being in Lyddington aforesd. called or known by the name of Wright's close.

And also all that piece of meadow situate & being in the fields & liberties of Lyddington aforesd. called the four acre piece and which said last mentd. two closes & piece of meadow were then in the occon of Wm. Pancourt the Elder

And also all those several pieces or parcels of arable Land Ley meadow pasture & Grass Ground sit. being in the fields & liberties of Lyddington aforesd. being 2 yard lands.

And also all those 4 acres of Meadow Ground and then used with the said 2 yard lands and then in the occon of George Dalton.

Togr. with all and sngr. yards gardens orchds. & tofts Commons & common of pasture

And the Rivon &c

And all the Estate &c

To hold the said Cottages closes Lands Tenemts. hires & premises unto the said John Clarke his heirs & assigns to the uses following (that is to say)

As to for & concerning

all those 2 Cottages in the Occon of John Andrew (and) William Clarke

And also all those closes called Townsends close, Wrights

close and Kiln close and the 3 acres of meadow called Abbot's Meadow, and the 4 Cottages or Tenem.s in the Occons of John Fisher, Robert Parsons, Robert Smith and George Sainey

To the Use and Behoof to raise and pay to the s.d Arabella in case she should survive her s.d husband for & during her life the yrly rent of £24. by half yearly payments at three mend.s with the usual powers & remedies by entry & distress for the recovery thereof

And as to for and concerning the next & immediate Reversion & Inheritance of and in

The same premises

To the Use of Wm Fancourt the Elder (without impeachment of waste) for life . . . . . Remr.

To the Use of Wm Fancourt the yr. for life (sans waste) Remr.

To the Use of the Heirs Male of the Body of the said Wm Fancourt the yoūr on the Body of the said Arabella begotten or to be begotten and in default of such issue . . . . . Remr.

Lucy Fancourt Widow

To the Use of the Right Heirs & assigns of the s.d Wm Fancourt the yoūr for ever

And as to for & concerning

All those the said closes called by the name of Jack Smith's Close, Popis close and piece of meadow called the 4 acre piece and the s.d 2 yard lands with the appurts and the 4a of meadow used with the s.d 2 yd Lands

To the Use of the s.d Wm Fancourt the Elder & Dorcas his wife for their lives and the life of the longer liver (sans waste) Remr.

To the Use of the said Wm Fancourt the younger for life Remr.

To the Use of the heirs male of the Body of the said Wm Fancourt the yoūr on the Body of the s.d Arabella begotten or to be begotten and in default of such Issue . . . . . Remr.

To the Use of the Right Heirs and assigns of the s.d Wm Fancourt the yoūr forever

Covenant by Fancourts that they were Gilty seized — good right to convey — free from incumbr.s & further assurance.

Declon that all Fines &c should enure to the same uses.

Executed by William Fancourt the Elder, Wm Fancourt the yonr and Arabella his Wife & John Clarke & duly attested

30th December 1735. Indre made between William Fancourt of South Luffenham in the Co. of Rutland Clerk Son and Heir of William Fancourt late of Lyddington afs. Gent. deceased of the one part & James Wilson of Keythorpe in the County of Leicester Esq. and Thomas Davie of Oakham in the Co. of Rutland Gent. of the o. pt.

It is Witnessed that in Consn of £500. to the sd Wm Fancourt p. by the s. James Wilson and of £500. to the sd Wm Fancourt paid by the s. Thos Davie the said William Fancourt did grant bargain & sell unto the s. James Wilson & Thos Davie their Excors admors & ass

All the before ment. premises
Eg. with the Commons &c
and the Reversion &c
and all the Estate &c

To hold the same unto the s. James Wilson & Thomas Davie their Excors admors & assigns for the term of 500 years

Subject to a proviso for Redemption on payment by the s. Wm Fancourt his Hrs Excors admors or ass to the said James Wilson his Excors admors & ass of £500. and unto the said Thomas Davie his Excors admors & ass £500. with Int. for both sums at 4½ per Cent. on the 30th June then next.

Covenant for payment of mortgage money & int. — for peaceable enjoyment in case of default — and for further assurance.

Executed by Wm Fancourt and Receipt for Consn money indorsed.

5th and 6th Augt 1741 Indentures of Lease and Release made between The Reverend William Fancourt

s.d James Wilson and of £500. to the s.d Wm Tancourt paid by the s.d Thos Davie the said William Tancourt did grant bargain & sell unto the s.d James Wilson & Thos Davie their Excors admors & ass

All the before mentd premises
Tog: with the Commons &c
and the Reversion &c
and all the Estate &c

To hold the same unto the s.d James Wilson & Thomas Davie their Excors admors & assigns for the term of 500 years

Subject to a proviso for Redemption on payment by the s.d Wm Tancourt his Hrs Excors admors or ass to the said James Wilson his Excors admors & ass of £500. and unto the said Thomas Davie his Excors admors & ass £500. with Int. for both sums at 4½ per Cent. on the 30th June then next.

Covenant for payment of Mortgage money & int. — for peaceable enjoyment in case of default — and for further assurance.

Executed by Wm Tancourt and Receipt for Consideration money indorsed.

5th and 6th Augt 1741 Indentures of Lease and Release made between The Revrend William Tancourt of Lyddington afsd Clerk of the one part and Armstead Parker of Peterborough in the Cty of Northampton Esq: of the other part

It is Witnessed that in consideration of £300. to the said Wm Tancourt paid by the said Armstead Parker the the said Wm Tancourt did grant bargain sell alien release & confirm unto the s.d Armstead Parker (in his actual possion &c) and to his heirs & assigns

All the before abstracted premises

To hold the same unto the s.d Armstead Parker his Heirs & assigns for ever

Subject to a proviso for Redemption on payment by the said Wm Fancourt his Heirs Exors admors or assigns to the said Armstead Parker his Exors admors & ass of the sum of £300. with Interest at 5 per Cent. on the 1st October then next.

Covenant for payment of mort: money — to enter in case of default — free from Incs and for further assurance

Executed by Fancourt and Receipt for Consn money indorsed.

4th and 5th May 1745. Indentures of Lease and release the release made between the said Armstead Parker of the 1st part the sd William Fancourt of the 2nd part, & Thomas Dummore of Cromhurst Hall in the Co: of Southampton Esq. of the 3rd part

Reciting the said Indrs of the 5th and 6th days of August 1741 to the effect hereinbefore abstracted

And reciting that the said Armstead Parker on the 5th August 1742 had advanced to the sd Wm Fancourt the further sum of £1100. for the payment of a certain mortgage made by the said William Fancourt to the sd James Wilson & Thomas Davie as hereinbefore abstd

And Reciting that there was then due unto the said Armstead Parker for principal & Int. upon the sd Securities the sum of £1573.

And Reciting that the sd Thos Dummore had agreed to advance the sum of £1573. to pay off the sd Incumbrance, and also the sum of £27. to the sd Wm Fancourt making togr the sum of £1600.

It is Witnessed that the said Armstead Parker in Consn of £1573. to him paid by the said Thomas Dummore (by the direction of Fancourt testified &c) Did Grant Bargain sell Alien Release & Confirm unto the sd Thos Dummore (in his actual poss &c) & to his heirs

All the before abstracted premises

4th and 5th May 1745. Indentures of lease and release the release made between the said Armstead Parker of the 1st part the sd William Fancourt of the 2nd part, & Thomas Dummore of Cromhurst Hall in the Co. of Southampton Esq. of the 3rd part

Reciting the said Indres of the 5th and 6th days of August 1741 to the effect hereinbefore abstracted

And reciting that the said Armstead Parker on the 5th August 1742 had advanced to the sd Wm Fancourt the further sum of £1100. for the payment of a certain mortgage made by the said William Fancourt to the sd James Wilson & Thomas Davis as hereinbefore abstd

And Reciting that there was then due unto the said Armstead Parker for principal & Int. upon the sd securities the sum of £1573.

And Reciting that the sd Thos Dummore had agreed to advance the sum of £1573. to pay off the sd Incumbrance, and also the sum of £27. to the sd Wm Fancourt making togr the sum of £1600.

It is Witnessed that the said Armstead Parker in Consn of £1573. to him paid by the said Thomas Dummore (by the direction of Fancourt testified &c) Did Grant Bargain sell Alien Release & Confirm unto the sd Thos Dummore (in his actual poss. &c) & to his heirs

All the before abstracted premises
Together with the Commons &c

To hold the same unto the said Thomas Dummore his heirs & ass forever

And it is further Witnessed that the said Wm Fancourt and Arabella his wife for the consns afs. and of £27. to them paid by the said Thos Dummore the sd Wm Fancourt & Arabella his wife did grant bargain sell alien Remise release ratify & assure & confirm unto the said Thos Dummore (in his actual posson &c) and to his heirs and assigns

All and singular the said premises

5

And the Reversion &c
And all the Estate &c
To hold the said Premises unto the s^d Tho: Dummore his heirs & ass^s freem
Subject as hereinafter ment^d
Covenant by Armstead Parker that he had done no act to Incumber
Proviso for Redemption on payment by the s^d Willm Fancourt and Arabella his wife their heirs ex^ors & admors to the s^d Thos Dummore his ex^ors admors & assigns of the sum of £1600. on the 5th day of May then next with Int. at £4. per Cent. and in default of paym^t at that time to pay £5 per Cent.
Covenant to pay principal & int. — to levy a fine sur Conuzance de droit come ceux which should enure to the use of the s^d Thos Dummore his heirs & ass — and the usual Covenants for Title.
Executed by Armstead Parker, and Wm Fancourt & wife & Rec^t for consn money indorsed & duly attested.

Easter Term 18th George 1st Chirograph of Fine wherein Thomas Dummore Esqr is Pl^t and William Fancourt & Arabella his Wife are Def^ts
Of 4 messuages, 3 cottages, 4 Gardens, 4 orchards 200 acres of land, 50 acres of meadow, and 100 acres of pasture and Common of Pasture for all manner of Cattle with the app^ts in Lyddington.

5th May 1745 . . Indenture made between James Wilson of Keythorpe in the County of Leicester Esqr and Thomas Davie of Oakham Esqr of the 1st part the Rev^d Wm Fancourt Clerk son and heir of William Fancourt of Lyddington aforesd Esqre decd of the 2^d part the said Armstead Parker of the 3rd part the said Thomas Dummore of the 4th part and Henry Penton of the City of Winchester Esqre of the 5th part

the 5th day of May then next with Int. at £4. per Cent. and in default of paym.t at that time to pay £12 per Cent.

Covenant to pay principal & int.— to levy a fine sur Conuzance de droit come ceux which should enure to the use of the s.d Thos. Dummore his heirs & ass — and the usual Covenants for Title.

Executed by Armstead Parker, and Wm. Fancourt & wife & Rec.t for consn money indorsed & duly attested.

Easter Term 18th George 1st. Chirograph of Fine wherein Thomas Dummore Esq.r is Plt and William Fancourt & Arabella his Wife are Deft.s

Of 4 messuages, 3 Cottages, 4 Gardens, 4 orchards, 200 acres of land, 50 acres of meadow, and 100 acres of pasture and Common of Pasture for all manner of Cattle with the appt.s in Lyddington.

5th May 1745. Indenture made between James Wilson of Keythorpe in the County of Leicester Esq.r and Thomas Davie of Oakham Esq.r of the 1st part the Rev.d Wm. Fancourt Clerk son and heir of William Fancourt of Lyddington aforesd. Esq.re decd of the 2d part the said Armstead Parker of the 3rd part the said Thomas Dummore of the 4th part and Henry Penton of the City of Winchester Esq.re of the 5th part

Reciting the said Indre of 30th Dec.r 1735

And Reciting the death of Dorcas Fancourt

And Reciting that the s.d Armstead Parker on the 5th August 1742 advanced the money to pay off Wilson and Davie

And Reciting the said Indres of the 4th and 5th May 1745.

It is witnessed that the said James Wilson & Thos. Davie as well in Consideration of the said sum of £1100. to them paid by the s.d Armstead Parker as therein mentioned did assign transfer & set over unto the said Henry Penton

All and singular the premises mentd. in the sd. Indenture of mortgage

To hold the same unto the said Henry Penton his excors admors & ass for the term of 500 years

In Trust for the said Thos. Dummore his Hrs & ass for the better securing the payment of the sd. sum of £1600. int. and to assist & attend the Inheritance

Covenant by Wilson & Daire that they had done no act to Incumber

Duly executed by Wilson, Daire, Fancourt & Parker and Recipt for consn money indorsed.

17th & 18th March 1755. Indre of Lease and Release the Release made between Thomas Ley Dummore of Crawley Hall in the County of Southampton Esq. son and heir and also sole Excor of Thos. Dummore Esq dece of the 1st part William Fancourt Clk and Arabella his wife of the 2nd part Thurston Blackman of Clifford's Inn London Gent. of the 3rd part Tomlinson Busby of Gray's Inn London Gent. of the 4th part and Sir John Eardley Wilmot Knight one of the Justices of his Majesty's Court of King's Bench of the 5th part

Reciting the said Indres of the 4th and 5th May 1745 and that the said Sir John Eardley Wilmot had at the request of the said William Fancourt agreed to pay off the said sum of £1600. due & owing to the sd. Thos Ley Dummore on the security of the said premises and had also agreed to advance & lend him the said William Fancourt the further sum of £1000. on security of the said Hers and premises and for securing the repayment of the sd. sevl sums & int. the said William Fancourt had agreed that a Common Recovery ~~of the sd. premises~~ shd. be suffered of the sd. premises mentd. in the sd. Indre of the 5th May 1745.

It is Witnessed that for the barring and docking all Estates Tail and for vesting

Duly executed by Wilson, Daire, Fancourt & Parker and Recipt for conson money indorsed.

17th & 18th March 1755. Indre of Lease and Release the Release made between Thomas Lee Dummore of Crawley Hall in the County of Southampton Esq. son and heir and also sole Exor of Thos Dummore Esq dced of the 1st part William Fancourt Clk and Arabella his wife of the 2nd part Thurston Blackman of Clifford's Inn London Gent. of the 3rd part Tomlinson Busby of Gray's Inn London Gent. of the 4th part and Sir John Eardley Wilmot Knight one of the Justices of his Majesty's Court of King's Bench of the 5th part

Reciting the said Indres of the 4th and 5th May 1745 and that the said Sir John Eardley Wilmot had at the request of the said William Fancourt agreed to pay off the said sum of £1600. due & owing to the s. Thos Lee Dummore on the Security of the said premises and had also agreed to advance & lend him the said William Fancourt the further sum of £1000. on security of the said Hers and premises and for securing the repayment of the s. sevl sums & Int. the said William Fancourt had agreed that a Common Recovery ~~of the s. premises~~ shd be suffered of the s. premises mentd in the s. Indre of the 5th May 1745.

It is Witnessed that for the barring and docking all Estates Tail and for settling the same to the uses & purposes thereinafter expressed & declared and also in Consn of the said sum of £1600. in hand paid to the s. Thos Lee Dummore by the said Sir John E. Wilmot by and with the consent & direcn of the said Willm Fancourt & Arabella his wife and of the s. sum of £1000. by the said Sir John Eardley Wilmot to the said William Fancourt and of 5s. to the said Thos Lee Dummore, Willm Fancourt and Arabella his wife paid by the said Thurston Blackman to the said Thos Lee Dummore by the direcn of the said Wm Fancourt & Arabella his wife did grant bargain sell ratify & confirm unto the s. Thurston Blackman (in his actual poss. &c) & to his Hrs & Ass

All the before abstracted Premises
Together with all & singular the houses &c
And the Reversion &c
And all the Estate &c

To hold the said premises unto the s.d Thurston Blackman his Hrs & Ass
To the Use of the said Thurston Blackman & his Hrs
To the end that the s.d Thurston Blackman might become a perfect Tenant of the said premises against whom a good & perfect Common Recovery might be had and executed of the same premises accordg to the usual form &c

And it was thereby Covenanted that the s.d Common Recovery & all other fines and Recoveries therefore levied should enure to the uses hereinafter expr.d (that is to say)

To the Use of the s.d Sir John Cardley Wilmot his Hrs & Ass for ever

Subject nevr to a proviso therein contained that in case the said William Fancourt his Hrs Exors or admors should pay or cause to be paid unto the said Sir J. E. Wilmot his exors admors or assigns the sum of £2704. in manner therein mentioned viz.t £52. part thereof on the 18th Septr. then next ensuing and the ferr. sum of £2652. on the 18th March 1756 then

To such Uses and for such intents & purposes as the said William Fancourt by any Deed or Writing to be by him duly executed in the presence of two or more credible Witnesses with or without power of revocation or by his last Will and Testament or Writing in the nature of his last Will & Testament to be executed and attested as aforesd should from time to time direct limit & appoint, and in default of such direction limitation or appointment or in case any such should be made and so soon as the Estates & Interests

Recovery might be had and executed of the same premises accordg to the usual form &c

And it was thereby Covenanted that the s.d Common Recovery & all other fines and Recoveries therefore levied should enure to the uses hereinafter expr.d (that is to say)

To the Use of the s.d Sir John Cardley Wilmot his Heirs & Ass forever

Subject nevr to a Proviso therein contained that in case the said William Fancourt his Heirs Excors or admors should pay or cause to be paid unto the said Sir J. E. Wilmot his excors admors or assigns the sum of £2704. in manner therein mentioned viz.t £52. part thereof on the 18th Septr. then next ensuing and the ferr. sum of £2652. on the 18th March 1756 then

To such Uses and for such intents & purposes as the said William Fancourt by any Deed or Writing to be by him duly executed in the presence of two or more credible Witnesses with or without power of revocation or by his last Will and Testament or Writing in the nature of his last Will & Testament to be executed and attested as aforesd should from time to time direct limit & appoint, and in default of such direction limitation or appointment or in case any such should be made and so soon as the Estates & Interests thereby limited should rightly end or determine and as to such pt of the said premises of which no such direcn limitn or appointmt should be made

To the Use of the said William Fancourt his Heirs & Ass forever

Covenant by Thomas Lee Dunmore that he had done no act to Incumber.

Covenant by William Fancourt & Wife with Sir John Cardley Wilmot for payment of Mortgage money as aforesd — lawfully seized — free from Incumbrs (except the s.d Term of 500 years created by the s.d Indre of the 30th Decr. 1735) and further assurance

Executed by Thomas Lee Dunmore Will. Fancourt (and Arabella his Wife, duly attested, and Receipt for Consider.n money indorsed.

Easter Term (20) Geo. 2.d Exemplification of Recovery wherein Busby Gent. is Demandant, Blackburn Gent. Tenant & Fancourt Clk and Wife Vouchees

by Blackman Jon

Of 8 messuages, 8 Gardens, 200 acres of land, 50 acres of meadow, 100 acres of pasture, and Common of pasture with the appurts in Lyddington

19th March 1755.. Deed Poll by Indorsement on the back of the hereinbefore abstracted Indre of the 5th May 1745 under the hands & seals of Henry Penton Thos. Lee Dunmore and William Fancourt

Reciting that the said Sir John Hardly Wilmot had paid to the said Thomas Lee Dunmore the son & heir & sole Exor of the within named Thos. Dunmore the principal sum of £1600.

And Reciting the said Indres of Lease & Release of the 17 & 18 March 1735

And Reciting that the said William Fancourt by the diren of the s.d Thos Lee Dunmore had agreed that the said within mentioned premises sho.d be conveyed and assigned to Sir Robert Wilmot Kn.t for the rem.r of the s.d term of 500 years In Trust to attend the Inheritance.

It is Witnessed that in consn of 10/. by the said Sir Robert Wilmot to the s.d Henry Penton and Tho. Lee Dunmore the said Henry Penton did assign transfer and set over unto the said Sir Robert Wilmot as well the said Indre of the 30th day of Decr. 1735 as also all & sing.r

The said Messuages Cott.s Closes Lands Tenements & hereds And all the Estate &c

To hold the same unto the said Sir Robert Wilmot his Exors Admors & ass for the rem.r of the s.d term of 500 yrs

with the appurts in Lyddington

19th March 1755 .. Deed Poll by Indorsement on the back of the hereinbefore abstracted Indre of the 5th May 1745 under the hands & seals of Henry Penton Thos Lee Dunmore and William Fancourt

Reciting that the said Sir John Cardley Wilmot had paid to the said Thomas Lee Dunmore the son & heir & sole exor of the within named Thos Dunmore the principal sum of £1600.

And Reciting the said Indres of Lease & Release of the 17 & 18 March 1735

And Reciting that the said William Fancourt by the direcn of the s. Thos Lee Dunmore had agreed that the said within mentioned premises shd be conveyed and assigned to Sir Robert Wilmot Knt for the remr of the s. term of 500 years In Trust to attend the Inheritance.

It is Witnessed that in consn of 10s by the said Sir Robert Wilmot to the s. Henry Penton and Tho. Lee Dunmore the said Henry Penton did assign transfer and set over unto the said Sir Robert Wilmot as well the said Indre of the 30th day of Decr 1735 as also all & singr

The said Messuages Cottgs Closes Lands Tenements & hres
And all the Estate &c

To hold the same unto the said Sir Robert Wilmot his exors Admors & ass for the remr of the s. term of 500 yrs

In Trust for the said Sir John Cardley Wilmot his heirs and assigns and to attend the Inheritance

Covenant by Henry Penton that he had done no act to Incumber

10th June 1750 .. By Indenture made between the said Willm Fancourt and Arabella his wife of the one part and Sir John Cardley Wilmot of the other part The s. William Fancourt & Arabella his wife acknd to have borrowed of the said Sir John Cardley Wilmot the sum of £104. and covenanted with the said Sir John Cardley Wilmot that the s. premises

mpng
see Note in Red Ink. p. 14

should be a security as well for the said sum of £2600. before lent as the said sum of £104. then borrowed.

8th June 1838 1762. Indenture of mortgage between The Revd William Fancourt of Lyddington Clerk of the one part and the Revd William Screven of the other part whereby the said Wm Fancourt demised a certain close in Lyddington called Hangar's close cont.g about 3 acres to the said Wm Screven for 500 yrs subject to be void upon payment of £70. & Int.

mfpns – See Rec.d 7b
Ink note p. 14.

17th and 18th Decr 1764. Indres of Lease and Release the Release being of 3 parts and made between Sir John Cardley Wilmot of the 1st part the said Wm Fancourt of the 2nd part and William Peake Grazier & Jonathan Bramston of Uppingham in the Co. of Rutland Gent. of the 3rd part

Reciting the said Indres of the 17th and 18th March 1755 and that a Recovery was suffered in pursuance of the Covent in the sd Indre and that the principal sum of £2600. was not paid to the said Sir John Cardley Wilmot acc.g to the Proviso in the said Indre cont.d

And also Reciting that the said abstracted Indre of the 10th June 1750 and that the said Arabella the wife of the said Wm Fancourt was lately dead and that the princl sum of £2600. and £104. making together the sum of £2704. was then justly owing on the said several in part recited Indres and on the premises therein mentd

And Reciting that the said William Peake had contd and agreed with the said William Fancourt for the absolute purchase of divers Lands & Tenements therein mentd being part of the Premises mentd in the Release of the 18th March 1755. and for divers copyhold premises at and for the price or sum of £1184.

And Reciting that it was agreed that £1000. part thereof should be paid to the sd Sir Jno Cardley Wilmot in part of the said princl sum of £2704. and £184 the residue thereof to the said William Fancourt and

17th and 18th Decr 1764. Indres of Lease and Release the Release being of 3 parts and made between Sir John Cardley Wilmot of the 1st part the said Wm Fancourt of the 2nd part and William Peake Grazier & Jonathan Bramston of Uppingham in the Co. of Rutland Gent. of the 3rd part

Maps - do -

Reciting the said Indres of the 17th and 18th March 1755 and that a Recovery was suffered in pursuance of the Covent in the sd Indre and that the principal sum of £2600. was not paid to the said Sir John Cardley Wilmot acc.g to the Provo in the said Indre cont.d

And also Reciting that the said abstracted Indre of the 10th June 1759 and that the said Arabella the wife of the said Wm Fancourt was lately dead and that the princ.l sum of £2600. and £104. making together the sum of £2704. was then justly owing on the said several in part recited Indres and on the premises therein ment.d

And Reciting that the said William Peake had cont.d and agreed with the said William Fancourt for the absolute purchase of divers Lands and Tenements therein ment.d being part of the Premises ment.d in the Release of the 18th March 1755. and for divers copyhold premises at and for the price or sum of £1184.

And Reciting that it was agreed that £1000. part thereof should be paid to the sd Sir Jno Cardley Wilmot in part of the said princ.l sum of £2704. and £184 the residue thereof to the said William Fancourt and that £1704 residue of the said principal sum of £2704 should remain charged upon the residue of the said mortgaged premises not contracted for or bought by the said William Peake log.r with Int. for the same after the rate of £5. per Cent. per annum

It is by the now abstracting Indre Witnessed that the said Sir John Cardley Wilmot in consn of the sum of £1000. to him paid by the said William Peake and the said William Fancourt in consn of £184. to him paid by the sd Wm Peake & the said Wm Fancourt did Grant Bargain &c unto the sd Wm Peake and Jonathan Bramston

(in their actual possion &c) and to the heirs & ass of the s^d Wm Peake

All & being part of the Premises in the Release of the 18 March 1755

To hold the same unto the said Wm Peake and Jon^n Branston and the hirs and assigns of the said Wm Peake forever

Provided that it was the true intent & meaning of all parties that the nothing therein cont^d shd be deemed construed or taken to assign or transfer the other part of the said premises therinbefore mentioned which were not thereby conveyed to the said Wm Peake and his Heirs But that the said Premises not thby conveyed should from thence forth stand remain continue & be unto the said Sir John Eardley Wilmot his hirs & assigns forever as a security for paym^t of the s^d princ^l sum of £1074. then to continue charged therein with Int. at 5^l per cent But subject to the Condition for Redemption of the s^d Premises as in the s^d Indre of 18th March 1755 is contained.

10th December 1764 By Indre made between the said Sir ~~John Eardley~~ Robert Wilmot of the 1st part the said Sir John Eardley Wilmot of the 2nd part the said William Vancourt of the 3rd pt the said William Peake and Jonathan Branston of the 4th part and Thos Grant Vict^r of the 5th part

mfs See note p 14

The rem^r of the said term of 500 years (assigned to the said Sir Robt Wilmot by the s^d Indorsement of the 19th March 1755) as far as relates to the premises conveyed by the last Deed to Peake is assigned to the s^d Thos Grant In Trust for the said William Peake

19th April 1765. Indenture made between The Revd William Scriven of the 1st part the said Wm Vancourt of the 2nd part and Gabriel Watson of the 3rd part

Reciting the ~~xxxx~~ abstracted Deed of the 8th June 1762 and that the said

which were not thereby conveyed to the said Wm Peake and his Heirs But that the said Premises not thby conveyed should from thence stand remain continue be unto the said Sir John Cardley Wilmot his heirs & assigns forever as a security for paymt. of the s. princl. sum of £1074. thin to continue charged thereon with Int. at 5 pr cent But subject to the Condn for Redemption of the s. Premises as in the s. Indre of 18th March 1755 is contained.

10th December 1764 By Indre made between the said Sir ~~John Cardley~~ Robert Wilmot of the 1st part the said Sir John Cardley Wilmot of the 2nd part the said William Fancourt of the 3rd pt. the said William Peake and Jonathan Bramston of the 4th part and Thos Grant Vict. of the 5th part

mps See note p. 14

The remr. of the said term of 500 years (assigned to the said Sir Rob. Wilmot by the sd. Indorsement of the 19th March 1755) as far as relates to the premises conveyed by the last Deed to Peake is assigned to the sd. Thos. Grant In Trust for the said William Peake

19th April 1765. Indenture made between The Revd William Scriven of the 1st part the said Wm Fancourt of the 2nd part and Gabriel Watson of the 3rd part

Reciting the ~~xxx~~ abstracted Deed of the 8th June 1762 and that the said sum of £70. and Int. was not paid

It is Witnessed that the said Scriven in Consn of £70. paid him by the said Watson assigns the premises in the said abstd. Deed to the said Watson for the remainder of the said term of 500 yrs and said Fancourt in Consn of £30. to him paid by the said Watson ratifies the same subject to a proviso for making void the same upon payment of £100. & Int.

N.B. The close called Mangard's close till lately could not be

made out, but now it appears to have been many years ago part of the said close called Kiln close and that there was formerly a division fence but since that has been cut down the whole has been distinguished by the name of the Kiln close and has been uniformly described so in the several Deeds of Conveyance, particularly in the Deeds of 17 and 18th March 1755.

17th and 18th Sept. 1765. Indentures of Lease and Release the Release being of 4 parts and made between Sir John Cardley Wilmot of the 1st part the said William Fancourt of the 2nd part Henry Boulton Esq. and Isaac Bayley Gent. of the 3rd part and John Clarke Gent. of the 4th pt.

Mispring - See note p. 14

Reciting the said Indres of the 17 and 18th Decr. 1764 and that the sd. principal sum of £1704. was due on the said Indres and on the residue of the sd. premises not conveyed thereby.

And also Reciting that the said Henry Boulton & Isaac Bayley had agreed with the said William Fancourt for the absolute purchase of the sd. piece of pasture or inclosed piece of Ground situate and being in Lyddington aforesaid called or known by the name of Tournevands Close cont.g by estimation 6 acres and a half for the price or sum of £335. and that the said Willm Fancourt had agreed to assign over the same to the said Henry Boulton & Isaac Bayley or to such pson or psons as they should appoint and that the said Jno Clarke had also agreed with the said Wm Fancourt for the absolute purchase of all those several pieces or parcels of arable land ley meadow pasture and grass ground situate and being dispersedly in the fields & precincts of Lyddington aforesaid (being part of the said 2 yard lands) and called three quarters of a yard land and containing by estimon 21 acres at and for the price or sum of £390. and that it was agreed that the sum of £300. part of the purchase money for the said close of pasture and £380. part of the pur. money for the said three quarters of a yard land should be paid to the said

Mispin - See note p. 14

John Cardley Wilmot of the 1st part the said William Fancourt of the 2nd part Henry Boulton Esq. and Isaac Bayley Gent. of the 3rd part and John Clarke Gent. of the 4th pt.

Reciting the said Indres of the 17 and 18th Decr 1764 and that the s.d princl. sum of £1704. was due on the said Indres and on the residue of the s.d premises not conveyed thereby.

And also Reciting that the said Henry Boulton & Isaac Bayley had agreed with the said William Fancourt for the absolute purchase of the s.d piece of pasture or inclosed piece of Ground situate and being in Lyddington aforesaid called or known by the name of Townsends Close cont.g by estimation 6 acres and a half for the price or sum of £335. and that the said Willm Fancourt had agreed to assign over the same to the said Henry Boulton & Isaac Bayley or to such pson or psons as they should appoint and that the said Jno Clarke had also agreed with the said Wm Fancourt for the absolute purchase of all those several pieces or parcels of arable land ley meadow pasture and grass ground situate and being dispersedly in the fields & precincts of Lyddington aforesaid (being part of the said 2 yard lands) and called three quarters of a yard land and contain.g by estimon 21 acres at and for the price or sum of £390. and that it was agreed that the sum of £300. part of the purchase money for the said close of pasture and £380. part of the pur. money for the said three quarters of a yard land should be paid to the said Sir John Cardley Wilmot in part of the said sum of £1704 and that £35. residue of the said purchase money for the said close of Pasture and £10. residue of the pur.e money for the said pieces or parcels of land should be paid to the said Wm Fancourt and that the sum of £1024 residue of the said principal sum of £1704 should remain upon the residue of the said mortgaged Premises not purch.d by the said Henry Boulton, Isaac Bayley and John Clarke with Int. at 5 per Cent.

It is Witnessed that in consn of £300. to the said Sir John Cardley Wilmot paid

by the said Henry Boulton & Isaac Bayley and of £380. by the said John Clarke and also in Consn of £10. to the said William Fancourt paid by the said John Clarke and of £35. to the said Wm Fancourt paid by the s.d Hy Boulton and Isaac Bayley the said Sir John Cardley Wilmot and Wm Fancourt did grant bargain sell &c unto the s.d Henry Boulton, Isaac Bayley & John Clarke (in their actual posson &c) and to their heirs

All that the said close or inclosed piece of Ground called Townsend's close containing 6 acres and a half more or less as the same was then marked out and divided into two parts

And also all those several pieces & parcels of arable land Ley meadow pasture and grass ground situate & being dispp in the Open fields of Lyddington afs.d and called three quarters of a yard land and cont.g by estimation 21 acres with their appurts

And the Revcn &c

To hold the same unto the said Henry Boulton Isaac Bayley and Jn.o Clarke their heirs and assigns for ever to the uses following (that is to say)

As to the north moiety or half part of the said close called Townsends close containing by estimon 3.1.0 as the same was then marked out from the South pt throf

To the only ppër Use and Behoof of the said Henry Boulton his heirs and assigns for ever

And as to for and concerning the South moiety or half part thereof

To and for the only ppër Use and Behoof of the said Isaac Bayley his heirs and assigns for ever

And as to for and concerning the said several pieces and

less as the same was then marked out and divided into two parts

And also all those several pieces & parcels of arable land Ley meadow pasture and grass ground situate & being dispersed in the open fields of Lyddington aforesaid and called three quarters of a yard land and cont.g by estimation 21 acres with their appurts

And the Rvsion &c

To hold the same unto the said Henry Boulton Isaac Bayley and John Clarke their heirs and assigns forever to the uses following (that is to say)

As to the north moiety or half part of the said Close called Townsends close containing by estimation 3.1.0 as the same was then marked out from the South pt. thereof

To the only ppor Use and Behoof of the said Henry Boulton his heirs and assigns forever

And as to for and concerning the South moiety or half part thereof

To and for the only ppor Use and Behoof of the said Isaac Bayley his heirs and assigns forever

And as to for and concerning the said several pieces and parcels of arable land ley meadow Pasture and grass ground before mentioned to be purchased by the said John Clarke

To the only ppor Use and Behoof of the said John Clarke his heirs and assigns forever

Provided that it was the true meaning of the said Indenture and of the parties thereto and they did thereby declare and agree that the said Indre nor should anything therein cont.d be deemed construed or taken to assign

or transfer the other part of the said Premises mentioned in the said Indre of the 18th March 1755 which were not thereby conveyed to the sd Henry Boulton, Isaac Bayley and John Clarke But that all and singular the said Premises not conveyed to them as aforesaid should from henceforth stand remain continue and be unto the said Sir John Eardley Wilmot his heirs and assigns forever as a security for and charged and chargeable with the payment of the said principal sum of £1024 then to continue charged thereon together with Interest at 5 per Cent. subject nevertheless to the provo in the said Indre of the 18th March 1755

19th September 1765 By Indre of 6 parts made between the said Sir Robert Wilmot of the 1st part the said Sir John Eardley Wilmot of the 2nd part the said Wm Fancourt of the 3rd part the said Henry Boulton & Isaac Bayley of the 4th part the said John Clarke of the 5th part and Jonathan Bramston Gent. of the 6th part the said term of 500 years assd to the said Sir Robert Wilmot by said Indorsement of the 19th March 1755 as far as relates to the premises comprised in the last Deed to Boulton Bayley and Clarke is assigned to the said Jonn Bramston In Trust for them.

mispmy – see note – underneath

Note. The Deeds of 10th June 1759 – 8th June 1762 – 17 & 18th Decr 1764 the 19 Decr 1764 – 17 and 18 Septr 1765 and the 19th Septr 1765 are not to be found, and the above abstract of such Deeds was made by Mr Bramston from a Recital in a Deed in his Custody who never saw the original Deeds.

6th and 7th March 1767 Indenture between the Right Honorable Sir John Eardley Wilmot Knight Chief Justice of His Majesty's Court of Common Pleas at Westminster of the 1st part the Revd William Fancourt of Lydeington afrs. Clerk of the 2nd part and Samuel Peach of Chalford in the County of Gloucester Gent. of the 3rd part

in the said Indre of the 18th March 1755

19th September 1765 By Indre of 6 parts made between the said Sir Robert Wilmot of the 1st part the said Sir John Eardley Wilmot of the 2nd part the said Wm Fancourt of the 3rd part the said Henry Boulton & Isaac Bayley of the 4th part the said John Clarke of the 5th part and Jonathan Bramston Gent. of the 6th part the said term of 500 years ass.d to the said Sir Robert Wilmot by said Indorsement of the 19th March 1755 as far as relates to the premises comprised in the last Deed to Boulton Bayley and Clarke is assigned to the said Jon.n Bramston In Trust for them.

mpony – See note – underneath

Note. The Deeds of 10th June 1759 – 8th June 1762 – 17 & 18th Dec.r 1764 the 19 Dec.r 1764 – 17 and 18 Sept.r 1765 and the 19th Sept.r 1765 are not to be found, and the above abstract of such Deeds was made by Mr Bramston from a Recital in a Deed in his Custody who never saw the original Deeds.

6th and 7th March 1767 Indenture between the Right Honorable Sir John Eardley Wilmot Knight Chief Justice of his Majesty's Court of Common Pleas at Westminster of the 1st part the Rev.d William Fancourt of Lydenington a.s.d Clerk of the 2nd part and Samuel Peach of Chalford in the County of Gloucester Gent. of the 3rd part

Reciting the said Indres of the 17 and 18th March 1755 hereinbefore abstr.d and that the said principal sum of £2700 was not paid at the times therein mentioned

And also Reciting the said abstr.d Indre of 10th June 1759 for securing the further sum of £100 to the said Sir John Eardley Wilmot

And Reciting that several parcels of the said premises so in Mortgage to the said Sir John Eardley Wilmot had been lately sold to William Peake, Henry Boulton, Isaac Bayley and John Clarke and that the sev.l sums of

£1000. £300. and £380. part of the monies produced by such sales were paid to the said Sir John Cardley Wilmot in part discharge of the said sum of £2704 and that the said Wm Fancourt had since paid the further sum of £200. so that there remained due to the said Sir J. E. Wilmot £824. only.

And also Reciting that the said Samuel Peach had at the request of the said William Fancourt agreed not only to pay off the said sum of £824. so owing to the said Sir John Cardley Wilmot but had also agreed to advance to the said William Fancourt the further sum of £76. making together the sum of £900. upon the security of the premises then in mortgage to the said Sir John Cardley Wilmot and then remaining unsold

It is by the now abstracting Indre Witnessed that in consn of £824. to the s. Sir Jno Cardley Wilmot paid by the said Samuel Peach by the direcn of the said William Fancourt testified &c and of £76. paid by the said Samuel Peach to the said Wm Fancourt He the said Sir John Cardley Wilmot by the direcn of the said Wm Fancourt testified as aforesaid did bargain sell and release and the sd Wm Fancourt did grant bargain sell ratify & confirm unto the said Saml Peach (in his actual possn &c) and to his Heirs & assigns

Kiln Close

copy

All that close or inclosed piece of ~~pasture~~ arable ground situ and being ~~at~~ in Lyddington aforesaid called or known by the name of Kiln close and Little close containing by estimacon Five acres more or less ~~late~~ now in the tenure of ~~John Williamson~~ Thomas Killing but then of ~~Richard Southorpe~~ Thos Roberts

~~And also all those 3 Cottages or Tenements standing~~ and being in Lyddington aforesaid late in the tenures of John Cliffe, Francis Wright and Widow Seeley but then of Henry Stritly, John White and Mary Goodby

And also all that Messuage or Tenement & Homestead

to the said William Fancourt the further sum of £70. making together the sum of £900. upon the security of the premises then in mortgage to the said Sir John Cardley Wilmot and then remaining unsold

It is by the now abstracting Indre Witnessed that in consn of £824. to the s. Sir Jno Cardley Wilmot paid by the said Samuel Peach by the direcn of the said William Fancourt testified &c and of £70. paid by the said Samuel Peach to the said Wm Fancourt He the said Sir John Cardley Wilmot by the direcn of the said Wm Fancourt testified as aforesaid did bargain sell and release and the s. Wm Fancourt did grant bargain sell ratify & confirm unto the said Saml Peach (in his actual possn &c) and to his Heirs & assigns

Kiln Close

Copy

All that close or inclosed piece of ~~pasture~~ arable Ground situ. and being ~~at~~ in Lyddington aforesaid called or known by the name of Kiln close and Little Close containing by estimation 5 acres more or less ~~late~~ now in the tenure of ~~John Wallington~~ Thos Roberts ~~but then of Richard Southorpe~~

And also all those ~~3 cottages or tenements~~ standing and being in Lyddington aforesaid late in the tenures of John Cliffe, Francis Wright and Widow Seeley but then of Henry Stritly, John White and Mary Goodby

And also all that Messuage or Tenement & Homestead thereto belonging with the appurts situate standing and being at Lyddington afores. with the appurts then in ~~the tenure of the said Wm Fancourt~~

And also all ~~and singular the~~ more several pieces & parcels of meadow Pasture and Grass Ground ~~of him the said Wm Fancourt which then remained unsold~~ lying & being dispersedly in the several fields liberties precincts and territories of Lyddington afores. ~~part of the 2 yard lands therein~~

15

All that Messuage or Dwell. with the Homestead
Close Yard Garden & orchard Commonly
called Appurts thereunto belonging situate
Sunday Lyng and Lying in
Hyddington aforesaid Cty of Bedford
late in the tenure or occupation
of the Rev. Wm. Jammet afterwards
Underlessee to Thos. Second
Shield his Underlessee
sur cyp

Colonel Rebecca or occupation of
Moses Allen his Tenant or tenants
~~described and then in the occupation of the said Wm Fancourt~~ Mary of John Marvin Butler his
Tenant or tenants
And also all those 4 acres of meadow ground lying &
being in Lyddington aforesd. ~~formerly used with the said
two yard lands above mentioned and then~~ late in the
occon of the said Wm ~~Fancourt~~ Drake his Tenant or tenants ~~but then of Wm Jarrett~~
And also all those ~~8~~ Closes or Grounds inclosed of meadow
or pasture with the appurts lying and being in Lyddington
aforesaid called or known by the several names of Popes
close and Jack Smith's close ~~then late~~ late in the occon
of ~~John Gillingham~~ John Collins and ~~Moses Allen~~ James Ridgley but then of ~~the~~
~~said William Fancourt and Robert Drake~~ John Collins all wch said
premises thereby released were part and parcel of the
Premises comprised in the therein & hereinbefore abstracted
Indres of Mort. to the said Sir John Lardley Wilmot &
were intended as for the premises then remaining unsold
by the said William Fancourt

Stop

And also all and singular other the freehold lands
tenements & hereditts whatsoever of him the s.d Wm
Fancourt situate lying & being in the parish fields
liberties precincts and territories of Lyddington afs.d
and not sold or conveyed as afs.d

Together with all Commons &c
And the Reversion &c
And all the Estate &c

To hold the said Premises unto the said Samuel Peach his Heirs and assigns forever

Subject to a Proviso for redemption on payment by the said Wm

aforesaid called or known by the several names of Popes close and Jack Smiths close ~~then late~~ late in the occ. bns of ~~John Williamson~~ John McCollins and ~~Moses Allen~~ James Redgley but then of ~~the~~ John McCollins said ~~William Fancourt and Robert Lucas~~ all wh said premises thereby released were part and parcel of the Premises comprised in the therein & hereinbefore abstracted Indres of Mort. to the said Sir John Eardley Wilmot & were intended as for the premises then remaining unsold by the said William Fancourt

Stop

And also all and singular other the freehold lands tenements & hereditts whatsoever of him the s.d Wm Fancourt situate lying & being in the parish fields liberties precincts and territories of Lyddington afs.d and not sold or conveyed as afs.d

Together with all Commons &c

And the Reversion &c

And all the Estate &c

To hold the said Premises unto the said Samuel Peach his Heirs and assigns for ever

Subject to a Proviso for redemption on payment by the said Wm Fancourt his Heirs Exors or admors to the said Saml Peach his exors admors or assigns of the sum of £900 with Int. for the same at the time and in manner therein mentioned

Covenant by the said Sir John Eardley Wilmot that he had done no act to Incumber Covenant for payment of mortgage money — peaceable enj.t in case of default — lawfully said — free from Incumbr.s except the term of 500 years created by the said Indre of 30 Dec.r 1735 and for further assurance.

Executed by the said Sir John Eardley Wilmot and

William Fancourt — Receipt indorsed and duly attested.

3rd July 1767. . . By Deed Poll indorsed on the back of the last abstracted Indre under the hand and seal of the said William Fancourt whereby the said Wm Fancourt in Consideration of £200. to him paid by Sr Samuel Peach did thereby further grant and release unto the said Samuel Peach his heirs and assigns

The said Premises mentioned in the said last abstd. Deed

To hold the same unto the said Samuel Peach his heirs & ass forever subject to a proviso for making void the same on payment as well of the said sum of £900. and Int. as of the said sum of £200. then lent with lawful Int.

Covenant for payment of the said sum of £200. and that the premises should stand charged as afs. and should not be redeemed until the said £900. & £200. were paid and satisfied

Receipt for Consideration money indorsed. —

7th March 1767. . . Indre made between the said Sir Robert Wilmot of Osmaston in the County of Derby Knight of the 1st part The Right Honorable Sir John Eardley Wilmot Knight of the 2nd part The Revd William Fancourt of the 3rd part the said Samuel Peach of the 4th part and David Webb of the Parish of St Stephen Walbrooke in the City of London Gent. of the 5th part

Reciting the said Indre of the 30th Decr. 1735.

And Reciting the said Indre of the 5th May 1745

And Reciting the said Deed Poll of the 10th March 1755

And Reciting that certain parts of the said premises had been sold and conveyed to Henry Boulton & others

And Reciting the last abstracted Indentures

And Reciting that it had been agreed between the said parties that the

by Daniel

subject to a power for making void the same on payment as well of the said sum of £900. and Int. as of the said sum of £200. then lent with lawful Int.

Covenant for payment of the said sum of £200. and that the premises should stand charged as afs.d and should not be redeemed until the said £900. & £200. were paid and satisfied

Receipt for Consn money indorsed.—

7th March 1767 — Indre made between the said Sir Robert Wilmot of Osmaston in the County of Derby Knight of the 1st part The Right Honorable Sir John Eardley Wilmot Knight of the 2nd part The Revd William Fancourt of the 3rd part the said Samuel Peach of the 4th part and David Webb of the Parish of St Stephen Walbrooke in the City of London Gent. of the 5th part

by Daniel

Reciting the said Indre of the 30th Decr 1735.

And Reciting the said Indre of the 5th May 1745—

And Reciting the said Deed Poll of the 19th March 1755—

And Reciting that certain parts of the said premises had been sold and conveyed to Henry Boulton & others

And Reciting the last abstracted Indentures

And Reciting that it had been agreed between the said parties that the remaining part of the Premises unsold as aforesaid should be assigned to the said David Webb as a Trustee for the said Samuel Peach for the remainder of the said term of 500 Years

It is Witnessed that in Consn of 5/. to the said Sir Robert Wilmot in hand pd by the said Daniel Webb the sd Robert Wilmot did at the request &c of the said Sir John Eardley Wilmot Fancourt & Peach testified as aforesaid assign transfer and set over unto the said Daniel Webb being a person nominated by and in trust for the said Samuel Peach his exors admors & ass

by David

All the Premises particularly mentioned & described in the hereinbefore abstr. Indres of the 6th and 7th March 1767

And the Reversion &c

and all the Estate &c

To hold the said Premises unto the said Samuel Webb his Exors Admors and assigns for the residue of the said term of 500 years

In Trust nevs for the said Samuel Peach his Heirs and assigns and to attend the Inheritance

Covenant by the said Sir Robert Wilmot that he had done no act to incumber

Executed by Sir Robert Wilmot, Sir Johnhardley Wilmot, William Fancourt & Samuel Peach and duly attested

8th and 9th May 1773 (1838) 65 Indentures of Lease and Release the Release between John Peach of Chelford in the County of Gloucester Eldest Son and Heir at law and also Admor with the will annexed of the ~~late Samuel Peach~~ Goods and Chattels Rights and Credits of the Co. Samuel Peach clothier decd unadministered by Mary Peach his then late Widow decd of the 2nd part and Jonathan Marriott of Badby in the Co. of Northampton Gent. of the 3rd part

2y Who of the pty parts

Reciting the said Indres of 17 and 18th March 1755

And Reciting the Recovry suffered in pursuance thereof

Also Reciting the said Indres of the 6th and 7th March 1767

And also Reciting the said Deed Poll of the 3rd July 1767

And also Reciting the Death of the said Robert Peach and that he had by his Will bearing date the 28th day of April 1760 appointed Mary his Wife sole Executrix.

2y Samuel

And Reciting that the said Mary Peach was then dead and administron with the Will annexed of the Goods and Chattels of the said Samuel Peach

and to attend the Insurance

Covenant by the said Sir Robert Wilmot that he had done no act to Incumber

Executed by Sir Robert Wilmot, Sir John Hardley Wilmot, William Fancourt & Samuel Peach and duly attested

1838

8th and 9th May 1773 Indentures of Lease and Release the Release between John Peach of Chelford in the County of Gloucester Eldest son and Heir at law and also Admor with the will annexed of the ~~late Samuel Peach~~ Goods and Chattels Rights and Credits of the Co. Samuel Peach clothier deceased unadministered by Mary Peach his then late Widow deceased of the 2nd part and Jonathan Marriott of Bobby in the Co. of Northampton Gent. of the 3rd part

65

By Who of the 1st part

Reciting the said Indres of 17 and 18th March 1755

And Reciting the Recovery suffered in pursuance thereof

Also Reciting the said Indres of the 6th and 7th March 1767

And also Reciting the said Deed Poll of the 3rd July 1767

And also Reciting the Death of the said Robert Peach and that he had by his will bearing date the 28th day of April 1760 appointed Mary his wife sole Executrix.

By Samuel

And Reciting that the said Mary Peach was then dead and administration with the will annexed of the Goods and Chattels of the said Samuel Peach left unadministered by the said Mary Peach had been duly granted to the said John Peach

And Reciting that there was then due to the said John Peach upon the last Abstracted Indres of Lease and Release and Deed Poll the two several sums of £900. and £200. only and that the said Jonathan Marriott had at the request of the said Will. Fancourt agreed not only to pay off the said sums of £900. & £200. but had also agreed to advance him the further sum of £100.

It is by the now abstracting Indre witnessed that in Consn of £1100. to the said John Peach paid by the said Jon. Marriott by the diren of the said Wm. Fancourt testified &c and of £100. paid by the said Jon Marriott to the said Wm Fancourt He the said John Peach did bargain sell and release and the said Wm Fancourt did grant bargain sell ratify & confirm unto the said Jon Marriott (in his actual posson &c) and to his heirs and assigns

All the said Premises comprised in the said abstracted Indres of Lease and release of the 6th and 7th march 1767

Together with all Commons &c

And the Reversion &c

And all the Estate &c

To hold the same hereditts & premises unto the said Jonathan Marriott his heirs & assigns forever

Subject to a proviso for Reconveying the said Premises upon payment of the said sum of £1200. and Interest by the said William Fancourt his Heirs and assigns in manner in the now abstd Indre mentioned

Covt by John Peach that he had done no act to Incumber.

Covenant by Fancourt for payment of Mortgage money — peaceable enjoyment in case of default — lawfully seized — right to convey — free from Incumbrances and for further assurance

Executed by Peach and Fancourt — duly attested, and Receipt for Consn money indorsed.

9th May 1773. Indenture made between the said Daniel Webb of the 1st part John Peach of the 2nd part, the Revd William Fancourt of the 3rd part, the said Jon Marriott of the 4th part and John Warren of Daventry in the Coty of northampton Gent. of

Notice of Sale to Lord Foster Cole indorsed

1767

Together with all Commons &c
And the Reversion &c
And all the Estate &c

To hold the same hereditts & premises unto the said Jonathan Marriott his heirs & assigns forever

Subject to a proviso for Reconveying the said Premises upon payment of the said sum of £1200. and Interest by the said William Fancourt his Heirs and assigns in manner in the now abstr. Indre mentioned

Covt. by John Peach that he had done no act to Incumber.

Covenant by Fancourt for payment of mortgage money — peaceable enjoyment in case of default — lawfully seised — right to convey — free from Incumbrances and for further assurance

Executed by Peach and Fancourt — duly attested, and Receipt for Consn money indorsed.

9th May 1773. Indenture made between the said Daniel Webb of the 1st part John Peach of the 2nd part, the Revd William Fancourt of the 3rd part, the said Jonn Marriott of the 4th part and John Warren of Daventry in the Cty of northampton Gent. of the 5th part

Notice of Sale to Lord Rector Lowe indorsed on this. AW.

Reciting that the said Indre of Mortgage of the 19th Decr 1735
Also Reciting the said Indenture of the 5th May 1745
Also Reciting the Deed Poll of the 19th March 1755
Also Reciting the said Indre of the 7th March 1767
Also Reciting the Deed Poll of the 3rd July 1767
And also Reciting that the sums of £900. and £200. were then due unto the said Jno Peach

Upon a free Consn of all the Circumstances — the Rying of the Lessor being unknown & 55 years having elapsed since the Lease was assigned to attend the Inheritance & there being great difficulty in getting the Deeds &c have been det. not to take an Amend. of this Lease or to indorse Notice pursuant to the Parties have given Lord Lowe Rec. Deed of Covt. for the production of Deeds on the contrary considering the this.

It is Witnessed that in Consn of £1100. to the said John Peach at the request of Fancourt paid by the said Jno Marriott and also in Consn of 5/. to Daniel Webb paid by the said Jno Warren He the said Daniel Webb did bargain sell assign transfer and set over unto the said John Warren being a Trustee for the said Jonathan Marriott his excors admors & ass

All and singular the Premises mentioned in the said Indentures of the 6th and 7th march 1767

Together with all and singular Commons &c

And the Reversion &c

And all the Estate &c

To hold the same Premises unto the said John Warren his excors admors and assigns for the residue of the said term of 500 years

In Trust for the said Jonathan Marriott his heirs and assigns for securing the said sum of £1200. and after payt thereof

In Trust to attend the Inheritance.

Covenant by Daniel Webb that he had done no act to Incumber

Executed by all parties and duly attested

23rd February 1774. Indenture made between The Reverend William Fancourt Clerk of the one part and Jonathan Marriott of the other part

Reciting as recited in the last abstracted Indre of Release, and also reciting the Release itself

And also Reciting that there was then due and owing unto the said Jonathan Marriott £1200. only all Int. having been paid

Also Reciting that the said William Fancourt had applied to the said Jonathan Marriott to advance him the further sum of £100.

It is Witnessed that in Consn of £100. to the said William Fancourt paid by the said Jno Marriott by the said Wm Fancourt did Covenant declare

Executed by all parties and duly attested

and the Reversion &c

and all the Estate &c

To hold the same Premises unto the said John Warren his heirs ad. and assigns for the residue of the said term of 500 years

In Trust for the said Jonathan Marriott his heirs and assigns for securing the said sum of £1200. and after pay't thereof

In Trust to attend the Inheritance.

Covenant by Daniel Webb that he had done no act to incumber

Executed by all parties and duly attested

23rd February 1774. Indenture made between The Reverend William Fancourt clerk of the one part and Jonathan Marriott of the other part

Reciting as recited in the last abstracted Indre of Release, and also reciting the Release itself

And also Reciting that there was then due and owing unto the said Jonathan Marriott £1200. only all Int. having been paid

Also Reciting that the said William Fancourt had applied to the said Jonathan Marriott to advance him the further sum of £100.

It is Witnessed that in Consn of £100. to the said William Fancourt paid by the said Jon.n Marriott he the said Wm. Fancourt did Covenant declare consent & agree that the premises mentioned in the last abstracted Indenture should be charged as well with the said sum of £100. then lent with Int. for the same as with the said sum of £1200. secured by the said last Deed to the said Jon.n Marriott and that the same should not be redeemed or redeemable until both sums were paid

Executed by Wm. Fancourt — Rec.t for consn money indorsed and duly attested

15th and 16 July 1776. Indres of Lease and Release made between the Revd William Fancourt of South Luffenham in the Co. of Rutland Clk of the one part and the Sd Jonathan Marriott of the other part

Reciting that the said William Fancourt then stood indebted to the Sd Jon. Marriott in the principal sum of £130. with a great arrear of Interest & Costs on mortgage of the Messes Lands & Hers thereinafter mentioned & that the said Fancourt had agreed to convey the Equity of Redemption of the same hers unto the said Jonathan Marriott his hers and assigns upon the Trusts thereinafter mentioned

It is Witnessed that for the Consons aforesaid and to the intent & ppse that the Sd Jon. Marriott his hers and assigns might sell & dispose of the Messes Cottes Closes Lands & premises therein Sd mentd and intended to be thby granted & released for the ppses therein Sd expressed and declared concerning the same the said Willm Fancourt did grant bargain sell alien release and confirm unto the said Jon. Marriott (in his actual posson &c)

All the said lands hers & premises comprised in the said Indres of the 6th and 7th March 1767

To hold the same unto the said Jon. Marriott his hers & assigns To the Use and Behoof of the said Jon. Marriott his hers & assigns for ever nevertheless upon the Trusts and to and for the uses intents & ppses therein Sd mentd expressed & declared concerg the same (that is to say)

To the intent and ppse that the said Jonathan Marriott and his Heirs should with all Convenient speed sell convey & dispose of the said Messes Tnements Closes Lands and all & singular other the Premises thereby granted & released or mentd or intended so to be with the appurts unto the best purchaser or purchrs and his her or their Heirs and for the best price or prices or for

upon the Trusts hereinafter mentioned

It is Witnessed that for the Considcons aforesaid and to the intent & ppse that the s.d Jon: Marriott his heirs and assigns might sell & dispose of the Messes Cottes Closes Lands & premises therein mentd. and intended to be thby granted & released for the ppses therein expressed and declared concerning the same the said Wm Fancourt did grant bargain sell alien release and confirm unto the said Jon. Marriott (in his actual possn &c)

All the said lands hires & premises comprised in the said Indres of the 6th and 7th March 1767

To hold the same unto the said Jon: Marriott his heirs & assigns To the Use and Behoof of the said Jon: Marriott his heirs & assigns for ever nevertheless upon the Trusts and to and for the uses intents & ppses therein expressed & declared concerg the same (that is to say)

To the intent and ppse that the said Jonathan Marriott and his Heirs should with all convenient speed sell convey & dispose of the said Messes Tenements Closes Lands and all & singular other the Premises thereby granted & released or mentd. or intended so to be with the appurts unto the best purchaser or purchrs and his her or their Heirs and for the best price or prices or for the most money that could or might be had or gotten for the same and by and out of the monies arising by such sale or sales and out of the Rents and Profits in the meantime until such sale or sales should in the first place satisfy pay and reimburse himself all costs & charges of the now abstracting Indres which he should be put unto in or about the execon of the Trusts therein contained — and shd. in the next place pay and satisfy or return in his hands the prinl. sum of —

£130. and all Interest then due or to grow due for the same being a debt due to him for the same on Mortgage of the said Premises and all his Costs and Charges attending his taking possn of the said Premises by Ejectment and of the now abatg Indre and after payment of the said debt and Costs to the said Jonathan Marriott and other incidental expences touching the Sale of the said hires & premises aps. or might attend the said Trusts and of all other Incumbrs then affecting the same pres then

Upon this further Trust that he the said Jon.n Marriott shd pay & dispose of the clear remainder of the monies to be raised by such Sale or Sales as aps. unto the said Wm Fancourt his Exors or Admors or to such psn or psns as the fee simple & inhance of the said Premises shd for the time being resply belong

Covenant by the said Wm Fancourt that the Receipt of the said Jon.n Marriott should be a sufficient discharge to the purchaser, and that the purchaser shd not be bound to see to the appln of the purchase money.

Proviso for Indemnity of Trustee and Covenant for further assurance Executed by William Fancourt & Jon.n Marriott (and duly attested.

28th and 29th Oct. 1774 Indre of Lease and Release made between the Revd William Fancourt of Liddington in the Co. of Rutland Clerk of the one part and John Marrin of Liddington aforesaid Butcher of the other part

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It is Witnessed that the said William Fancourt in consn of £120. pd him by the said John Marrin he the said William Fancourt did grant bargain sell alien release and confirm unto the said John Marrin (subj

said

upon this further Trust that he the said Jon.n Marriott sho.d pay & dispose of the clear remainder of the monies to be raised by such Sale or Sales as af.d unto the said W.m Fancourt his hers or admirs or to such pson or psons as the fee simple & inhance of the said Premises sho.d for the time being resply belong

Covenant by the said Wm Fancourt that the Receipt of the said Jon.n Marriott should be a sufficient discharge to the purchaser, and that the purchaser sho.d not be bound to see to the appcon of the purchase money.

Proviso for Indemnity of Trustee and Covenant for further assurance Executed by William Fancourt & Jon.n Marriott (and duly attested.

28th and 29th Oct. 1774 Indres of Lease and Release made between the Rev.d William Fancourt of Liddington in the Co. of Rutland Clerk of the one part and John Marriott of Liddington aforesaid Butcher of the other part

It is Witnessed that the said William Fancourt in consn of £120. p.d him by the said John Marriott he the said William Fancourt did grant bargain sell alien release and confirm unto the said John Marriott (in his actual possn &c) and to his hirs & assigns

All those several pieces and parcels of ly and grass ground with the appurts situate lying and being dispersedly in the common and open fields lib. precincts and territories of Liddington apres. cont.g by estimation 2 acres or thereabouts be the same more or less than in the tenure or occon of the s.d Wm Fancourt his hirs or assigns (that is to say)

In the Middle Field

One acre lying in the Slade James Lenny Esq.r East and West — one Rood in Salt meer in the same field Edmund Lenny Esq.r West Rich.d Sculthorpe East.

In the Upper Field

One half acre in Barrow Leys John Palmer Esq.re North, Widow Drake South.

In the Nether Field

One Rood in Marsh Slade John Allen North, Edw.d Lenny, South.

Together with all and singular Lands &c

And the Reversion &c

To hold the same premises (subject to all such Incumbrances as did then affect the said premises) unto the said John Marriott his heirs and assigns for ever.

Usual Covenants for the Title.

Executed by the said William Fancourt and duly attested and Receipt for Consideration money indorsed.

13th and 14th April 1777. Indentures of Lease and Release the Release made between Jonathan Marriott of Badby in the County of Northampton Gent. of the 1st part John Harwood of Liddington in the County of Rutland yeoman and John Marriott of Liddington afores.d Butcher of the 2nd part Isaac Bayley of Uppingham in the County of Rutland Gent. of the 3rd part and Robert Franck of Uppingham aforesaid Gent. of the 4th part

Reciting ~~that~~ the said Indres of the 15th and 16th July 1776

And also Reciting that pursuant to the powers given in and by the s.d recited Indres the said Jonathan Marriott did advertize the s.d messes

One Rood in Marsh Hadd John Allen north, Edw.d Issing, south.

Together with all and singular Lands &c and the Reversion &c

To hold the same premises (subject to all such Incumbrances as did then affect the said premises) unto the said John Marriott his heirs and assigns forever.

Usual Covenants for the Title.

Executed by the said William Fancourt and duly attested and Receipt for Consideration money indorsed.

13th and 14th April 1777. Indentures of Lease and Release the Release made between Jonathan Marriott of Badby in the County of Northampton Gent. of the 1st part John Harwood of Liddington in the County of Rutland Yeoman and John Marriott of Liddington aforesd. Butcher of the 2nd part Isaac Bayley of Uppingham in the County of Rutland Gent. of the 3rd part and Robert Finch of Uppingham aforesaid Gent. of the 4th part

Reciting ~~that~~ the said Indres of the 15th and 16th July 1776

And also Reciting that pursuant to the powers given in and by the recited Indres the said Jonathan Marriott did advertize the sd. messes or Tenemts. Closes lands and premises therein comprised to be sold by Public auction and that at such sale the said premises were purchased by the said John Harewood and John Marriott for the sum of £1400. being the most money that could be gotten for the same And that the said John Harewood and John Marriott being desirous of declining their purchase applied to and requested the said Isaac Bayley to accept and take the same of the said Jonn Marriott at the price or sum of £1400. which the said Isaac Bayley agreed to do, upon the premises being Conveyed to him

as therein mentioned

And also Reciting that there was then due and owing from the said Wm Pancourt to the said Jonathan Marriott for costs and charges of the said recited Indres of Lease and Release and in executing the sevl Trusts therein contd the sum of £1472.7.6 and his Costs and charges for attending taking possion of the said premises by Ejectment the sum of £12.5.0 making togr £1499.7.6

It is by the now abstracting Indre Witnessed that the said Jonathan Marriott in consion of the sum of £1400 to him paid by the said Isaac Bayley in full for the absolute purchase of the sd Messuages Closes Lands Hereds and Premises agreed to be purchased by him And also in Consion of 10s. to the said Jon Marriott paid by the said Robert French the said Jon: Marriott at the request and by the direcn & appointment of the said John Harewood & John Mannin testified as therein mentd in pursuance and by virtue of the powers and authorities vested & reposed in him in and by the sd recited Indres of Lease and Release and of all other powers & authorities whatsoever did grant bargain sell alien release and confirm unto the said Isaac Bayley (in his actual posion &c) and to his heirs

All the premises comprised in the said recited Indres of Lease and Release of the 15 and 16 July 1776

Toger with all &c

And the Revcn &c

And all the Estate &c

To hold the same unto them the said Isaac Bayley and Robert French their heirs & ass

To the Use and Behoof of the said Isaac Bayley and Robt French and the heirs and ass of the sd Isaac Bayley forever Nevs as to the Estate and Interest of the said Robert French In Trust for the said Isaac Bayley his heirs & assigns

Consideration of the sum of £1000 to him paid by the said Isaac Bayley in full for the absolute purchase of the s.d Messuages Closes Lands Hereds and Premises agreed to be purchased by him And also in Consideration of 10/. to the said Jon.n Marriott paid by the said Robert French the said Jon: Marriott at the request and by the direction & appointment of the said John Harewood & John Marvin testified as therein mentioned in pursuance and by virtue of the powers and authorities vested & reposed in him in and by the s.d recited Indres of Lease and Release and of all other powers & authorities whatsoever did grant bargain sell alien release and confirm unto the said Isaac Bayley (in his actual posion &c) and to his heirs

All the premises comprised in the said recited Indres of Lease and Release of the 15 and 16 July 1776

Together with all &c

And the Rents &c

And all the Estate &c

To hold the same unto them the said Isaac Bayley and Robert French their heirs & ass

To the Use and Behoof of the said Isaac Bayley and Robt. French and the heirs and ass of the s.d Isaac Bayley forever Nev.s as to the Estate and Interest of the said Robert French In Trust for the said Isaac Bayley his heirs & assigns

Covenant by the said Jon: Marriott for peaceable enjoyment — free from Incumbr.s and for further assurance

Executed by all the parties duly attested and Receipt for Consn money indorsed

10th April 1777. Indenture of Feoffment made between John Marvin of Liddington in the County of Rutland Butcher of the one part and Isaac Bayley of Uppingham in the Co. of Rutland Gent. of the other part

Reciting the Indres of Lease and Release of the 28th and 29th days of October 1774.

And also Reciting that it appeared since the time of making & executing the said in part recited Indres of Lease and Release (amongst other Incumbrances) there was then due and owing unto Jonathan Marriott of Badby in the Cty of Northampton Gent. from William Fancourt for principal Interest and Costs upon mortgage of the said Ley or Grass ground and premises so Conveyed to the said John Marvin and other premises made prior to the said in part recited Indentures) a much larger sum of money than the Real value of the Premises so in security to the said Jon. Marriott

Also Reciting that the said William Fancourt sometime since granted and conveyed the Equity of Redemption of the said premises so in mort. to the said Jon. Marriott unto him the said Jonathan Marriott and his heirs In trust to sell the same and that the said Isaac Bayley sometime after bought and purchased the whole of the premises in Mort. to the said Jonathan Marriott at and for the price or sum of £1400. and that the same by Indres of Lease and Release of the 13th and 14th days of the then instant April had been granted and conveyed by the said Jonathan Marriott unto the said Isaac Bayley and his heirs

And also Reciting that the said John Marvin being satisfied that the monies due to the said Isaac Bayley (by virtue of his s.d Conveyance from the said Jon. Marriott amounted to much more than the real value of the Lands & premises conveyed by the said Will: Fancourt as afs.d to the said John Marvin and the rest of the premises mentioned in the said mortgage made to the said Jonathan Marriott had consented and agreed with the said Isaac Bayley to grant unto him and confirm the lands and premises thereinafter mentioned unto

premises made prior to the date hereof mentioned to be much larger sum of money than the Real value of the Premises so in security to the said Jon^n Marriott

Also Reciting that the said William Fancourt sometime since granted and conveyed the Equity of Redemption of the said premises so in mort. to the said Jon. Marriott unto him the said Jonathan Marriott and his heirs In trust to sell the same and that the said Isaac Bayley sometime after bought and purchased the whole of the premises in mort. to the said Jonathan Marriott at and for the price or sum of £1440 and that the same by Indres of lease and Release of the 13th and 14th days of the then instant April had been granted and conveyed by the said Jonathan Marriott unto the said Isaac Bayley and his heirs

And also Reciting that the said John Marvin being satisfied that the monies due to the said Isaac Bayley (by virtue of his s^d Conveyce from the said Jon^n Marriott amounted to much more than the real value of the Lands & premises conveyed by the said Will: Fancourt as afs^d to the said John Marvin and the rest of the premises mentioned in the said mortgage made to the said Jonathan Marriott had consented and agreed with the said Isaac Bayley to grant unto him and confirm the lands and premises thereinafter mentioned unto the said Isaac Bayley and his Heirs

Now by the now abstracting Indenture Witnessed that the said John Marvin in pursuance of the said agreement and in consn of £1440 to him paid by the said Isaac Bayley did grant bargain sell alien enfeoff release and confirm unto the said Isaac Bayley his Heirs & assigns forever

All the Premises comprised in the hereinbefore abstracted Indres of Lease and Release of the 28th and 29th days of October 1774.

Jes Beck

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Bryan

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Prior part of the State not required.

Ex 29/154

So much of the Resolution as relates to Bryan
Oyster Men
Paul Cuffee, Samuel Brown
and Allen Davis Deceased
being unauthorized