

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

14<sup>th</sup> & 15<sup>th</sup> June 1715.

Articles of Lease and Release the Release being made between William Fancourt the Elder  
of Lyddington aforesaid Esq<sup>r</sup> and Dorcas his wife of the 1<sup>st</sup> part William Fancourt of  
Lyddington aforesaid Gentleman (son and heir apparent of the said William Fancourt  
the Elder by Dorcas his wife) and Arabella wife of the s<sup>r</sup> W<sup>m</sup> Fancourt the younger of the 2<sup>nd</sup>  
part and John Clarke of Gilmorton in the Co. of Leicestershire Gent. of the 3<sup>rd</sup> part

It is Witnessed that in vision of a marriage theretofore had & sol<sup>d</sup> by and  
bet<sup>w</sup> the s<sup>r</sup> W<sup>m</sup> Fancourt the younger and Arabella his wife & also that the  
s<sup>r</sup> Arabella at the instance & request of the s<sup>r</sup> W<sup>m</sup> Fancourt the Elder & William  
Fancourt the younger had surre<sup>ndered</sup> & yielded up unto the s<sup>r</sup> W<sup>m</sup> Fancourt the younger  
his heirs and assigns all his estate & Interest of and in the lands & tenements  
situate & being at Lubenham in the Co. of Leicestershire & for the making &  
joindure or provision for the said Arabella in case she sh<sup>ould</sup> survive her s<sup>r</sup> husband  
and for settling & assuring the Messuages Lands & premises therein described  
to the uses hereinafter expressed & for & in cons<sup>ideration</sup> of 5<sup>l</sup>. a piece to the s<sup>r</sup> W<sup>m</sup> Fancourt  
the Elder & Dorcas his wife & W<sup>m</sup> Fancourt the younger paid by the said John  
Clarke the s<sup>r</sup> W<sup>m</sup> Fancourt the Elder & Dorcas his wife & W<sup>m</sup> Fancourt the  
younger did grant bargain sell alien release cove<sup>nt</sup> assure & confirm unto  
the s<sup>r</sup> John Clarke (in his actual possession) and to his heirs & assigns

All that close or inclosed piece of pasture Ground sit.  
and being in Lyddington aforesaid 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 Poppes

the Elder by Dorcas his wife) and Arabella wife of the s.<sup>r</sup> W<sup>m</sup> Fancourt the y<sup>r</sup> of the 2<sup>d</sup> part and John Clarke of Gilmorton in the Co. of Leicster Gent. of the 3<sup>d</sup> part

It is Witnessed that in conison of a marriage theretofore had @ sol.<sup>d</sup> by and bet<sup>n</sup> the s<sup>r</sup> W<sup>m</sup> Fancourt the younger and Arabella his wife @ also that the s.<sup>r</sup> Arabella at the instance @ request of the s.<sup>r</sup> W<sup>m</sup> Fancourt the Elder @ William Fancourt the younger had surr.<sup>d</sup> @ yielded up unto the s.<sup>r</sup> W<sup>m</sup> Fancourt the y<sup>r</sup> his heirs and assigns all his Estate @ Interest of and in the lands @ tenements situate @ being at Lubenham in the Co. of Leicster @ for the making @ jointure or provision for the said Arabella in case she sho<sup>d</sup> surr.<sup>d</sup> her s. husb.<sup>d</sup> and for settling @ assuring the Incessable Lands @ premises therein described to the uses thereafter exp<sup>d</sup> @ for @ in conison of 5<sup>l</sup>. a piece to the s<sup>r</sup> W<sup>m</sup> Fancourt the Elder @ Dorcas his wife @ W<sup>m</sup> Fancourt the y<sup>r</sup> paid by the said John Clarke the s<sup>r</sup> W<sup>m</sup> Fancourt the Elder @ Dorcas his wife @ W<sup>m</sup> Fancourt the y<sup>r</sup> did grant bargain sell alien release cove<sup>nt</sup> assure @ confirm unto the s.<sup>r</sup> John Clarke (in his actual possession) and to his heirs @ assigns

All that close or inclosed piece of pasture Ground sit. and being in Lyddington afores.<sup>d</sup> called or known by the name of Ironsends 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.<sup>d</sup> piece of past. ground situate @ being in Lyddington afores.<sup>d</sup> called or known by the name of Kiln Close.

And also all those 3 acres of meadow situate lying and being in the fields @ lit.<sup>d</sup> of Lyddington afores.<sup>d</sup> in a certain place there called Abbot's Meadows all wh<sup>ch</sup> said premises were then in the occon of s.<sup>r</sup> W<sup>m</sup> Fancourt the Elder

Kiln Close



And also all those four Cottages or Tenements with the appurty sit. @ being in Syddington afores. then in the several tenures or occions of John Fisher, Robert Parsons, Robt. Smith and Geo. Seamey.

And also all those 2 Cottages or Tenements situate with the appurty sit. @ being in Syddington afores. then in the occupation of John Andrew @ William Clarke

And also all that close or inclosed piece of past: ground situate @ being in Syddington afores. 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 Syddington afores. called or known by the name of Wright's close.

And also all that piece of meadow situate @ being in the fields @ liberties of Syddington afores. called the four acre piece and which said lastment<sup>d</sup> two closes @ piece of meadow were then in the occion of Wm. Penconet the Elder

And also all those several pieces or parcels of arable Land by meadow pasture @ grass ground sit. being in the fields @ liberties of Syddington afores. 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 occion of George Dalton.

Toget<sup>r</sup> with all and sing<sup>l</sup> yards gardens orch<sup>ds</sup> @ tofts Commons @ Common of pasture

And the River &c

And all the Estate &c

To hold the said Cottages closes Lands Tenem<sup>ts</sup> houses @ 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 occion of John Andrew (and) William Clarke

And also all those closes called Townsends close, Wrights

close and Kilm close and the 3 acres of meadow called  
Abbot's meadow, and the 4 Cottages or Tenements in the Decies  
of John Fisher, Robert Parsons, Robert Smith and George  
Lacey

To the Use and Benefit to have and pay to the s<sup>r</sup> Arabella, in case she  
should survive her s<sup>r</sup> husband for & during her life the yearly rent of  
£24. by half yearly payments as therein ment<sup>d</sup> with the usual powers  
& remedies by entry & distress for the recovery thereof

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

The same premises

To the Use of w<sup>m</sup> Fancourt the elder (without impeachment of waste)  
for life . . . . . Reuse

To the Use of w<sup>m</sup> Fancourt the yr. for life (sans waste) . . . . . Reuse

To the Use of the Heirs male of the Body of the said w<sup>m</sup> Fancourt  
the youn on the Body of the said Arabella begotten or to be begotten  
and in default of such issue . . . . . Reuse

To the Use of the Right Heirs & assigns of the s<sup>r</sup> w<sup>m</sup> Fancourt  
the youn for ever

And acts for & concerning

All those the said closes called by the name of Jack  
Smith's close, popes close and piece of meadow called  
the 4 acre piece and the s<sup>r</sup> 2 yard lands with the  
appurty and the 4<sup>a</sup> of meadow used with the s<sup>r</sup> 2 y<sup>d</sup>  
Lands

To the Use of the s<sup>d</sup> w<sup>m</sup> Fancourt the elder & Dorcas his wife for  
their lives and the life of the longer liver (sans waste) . . . . . Reuse

To the Use of the said w<sup>m</sup> Fancourt the youn for life . . . . . Reuse

To the Use of the heirs male of the Body of the said w<sup>m</sup> Fancourt  
the youn on the Body of the s<sup>r</sup> Arabella begotten or to be begotten  
and in default of such issue . . . . . Reuse

To the Use of the Right Heirs and assigns of the s<sup>r</sup> w<sup>m</sup> Fancourt  
the youn forever

Covenant by Fancourts that they were lawfully seized - good right to convey - free  
from incumbr<sup>s</sup> & further assurance.

Decline that all Finis &c should ensure to the same uses.

Lacey Robert Smith

Executed by William Fancourt the Elder, W<sup>m</sup> Fancourt  
the youn<sup>r</sup> and Arabella his wife @ John Clarke @ duly attested

30<sup>th</sup> December 1735. Indie made between William Fancourt of South Luffenham in the Co. of Rutland  
Clerk Son and Heir of William Fancourt late of Lyddington afo<sup>r</sup> Gent. deceased of  
the one part @ James Wilson of Keythorpe in the County of Leicester Esq<sup>r</sup> and Thomas  
Davie of Oakham in the Co. of Rutland Gent. of the o<sup>r</sup> pt.

It is witnessed that in Conson of £500. to the sd W<sup>m</sup> Fancourt p<sup>o</sup> by the  
s<sup>r</sup> James Wilson and of £500. to the sd W<sup>m</sup> Fancourt paid by the s<sup>r</sup> Tho<sup>s</sup>  
Davie the said William Fancourt did grant bargain @ sell unto the s<sup>r</sup>  
James Wilson @ Tho<sup>s</sup> Davie their Exors Admors @ Ais

All the before ment<sup>d</sup> premises  
Tog<sup>s</sup> with the Commons &c  
and the Rurruon &c  
and all the Estate &c

To hold the same unto the s<sup>r</sup> James Wilson @ Thomas Davie their  
Exors Admors @ Assigns for the term of 500 years

Subject to a proviso for Redemption on payment by the s<sup>r</sup> W<sup>m</sup>  
Fancourt his Heir Exors Admors or Ais to the said James Wilson  
his Exors Admors @ Ais of £500. and unto the said Thomas  
Davie his Exors Admors @ Ais £500. with Int. for both sums  
at 4<sup>1</sup>/<sub>2</sub> per Cent. on the 30<sup>th</sup> June then next.

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

Executed by W<sup>m</sup> Fancourt and Receipt for Conson  
money indorsed.

5<sup>th</sup> and 6<sup>th</sup> Aug<sup>t</sup> 1741 Indentures of Lease and Release made between The Rurruon William Fancourt

James Wilson and of £500. In the old law Government paid by Mr. Thos.  
Have the said William Government did grant bargain @ will unto the  
James Wilson @ Thos. have their Executors @ will

All the before mentioned parties

Agreed with the Government

and the Resurrection

and all the Estate

To hold the same unto the J. James Wilson @ Thomas have their  
Executors @ assigns for the term of 30 years

Subject to a proviso for Redemption in payment by the said  
Government his Executors or assigns in law to the said James Wilson

his Executors @ assigns @ will of £500 and unto the said Thomas

have his Executors @ assigns @ will for both ways

at the per cent on the 30th June then next

Government for payment of mortgage money @ will - for possible enjoyment in  
case of default - and for further assurance

executed by the Government and Receipt for London

money understood

3rd and 6th Aug: 1711 indentures of lease and Release made between The Reverend William Brantwood  
of Lymington a parson and clerk of the one part and Jeremiah Carter of Peterborough  
in the County of Northampton Esq: of the other part

It is witnessed that in concern of £500. In the said law Government has

by the said Jeremiah Carter the law law Government did grant bargain

and also release @ confirm unto the said Jeremiah Carter (in his actual  
possession) and to his heirs @ assigns

All the before mentioned parties

To hold the same unto the J. James Wilson @ assigns forever

Subject to a proviso for Redemption on payment by the said Wm  
Fancourt his Heirs Executors or assigns to the said Armistead  
Parker his Executors or assigns @ all of the sum of £300. with Interest  
at 5 per cent. on the 1<sup>st</sup> October then next.

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

Executed by Fancourt and Receipt for Custom money  
indorsed.

4<sup>th</sup> and 5<sup>th</sup> May 1745. Indentures of lease and release the release made between the said Armistead  
Parker of the 1<sup>st</sup> part the s<sup>d</sup> William Fancourt of the 2<sup>nd</sup> part, Thomas Dunmore  
of Crombury Hall in the Co. of Southampton Eq. of the 3<sup>rd</sup> part

Reciting the said Indentures of the 5<sup>th</sup> and 6<sup>th</sup> days of August 1741 to the  
effect hereuntofore abstracted

And reciting that the said Armistead Parker on the 5<sup>th</sup> August 1742 had  
advanced to the s<sup>d</sup> Wm Fancourt the further sum of £1100. for the payment  
of a certain mortgage made by the said William Fancourt to the s<sup>r</sup> James  
Wilson @ Thomas Davis as hereuntofore abstr.<sup>d</sup>

And Reciting that there was then due unto the said Armistead Parker  
for principal @ Int. upon the s<sup>d</sup> Securities the sum of £1573.

And Reciting that the s<sup>d</sup> Tho<sup>s</sup> Dunmore had agreed to advance the sum  
of £1573. to pay off the s<sup>d</sup> Incumbrance, and also the sum of £27. to the s<sup>d</sup>  
Wm Fancourt making tog<sup>r</sup> the sum of £1600.

It is Witnessed that the said Armistead Parker in Conson of £1573. to him paid  
by the said Thomas Dunmore (by the direction of Fancourt testific<sup>d</sup> &c) Did Grant  
Bargain sell Release @ Confirm unto the s<sup>r</sup> Tho<sup>s</sup> Dunmore (in his actual poss. &c)  
@ to his heirs

All the before abstracted premises

1<sup>st</sup> and 2<sup>nd</sup> May 1743. Indentures of lease and release the release made between the said Cornmarket  
Barter of the 1<sup>st</sup> part the 2<sup>d</sup> William Trenchard of the 2<sup>nd</sup> part, Thomas Bunnore  
of Brombury Hall in the Co. of Southwicks baron of the 3<sup>rd</sup> part  
Reciting the said Barter of the 3<sup>rd</sup> and 4<sup>th</sup> parts of the 3<sup>rd</sup> part  
effect heretofore abtracted  
And reciting that the said Cornmarket Barter on the 3<sup>rd</sup> August 1742 had  
advanced to the said Trenchard the further sum of £100. for the payment  
of a certain mortgage made by the said William Trenchard to the said James  
Wilmot of Thomas Bunnore as heretofore set forth

And Reciting that there was then due unto the said Cornmarket Barter  
for principal @ int. upon the 2<sup>d</sup> Decentia the sum of £1573.  
And Reciting that the said Thomas Bunnore had agreed to advance the sum  
of £1573. to pay off the said Decentia, and also the sum of £27. in the 2<sup>d</sup>  
New Trenchard making tog. the sum of £1600.  
It is Witnessed that the said Cornmarket Barter on the 2<sup>nd</sup> of June 1743  
by the said Thomas Bunnore (by the direction of Trenchard & Co) did grant  
Bunnore will also Release @ Confrim unto the said Thomas Bunnore (in his actual person &  
@ his heirs

All the type abstracta perunt  
together with the Cornmarket  
It is further Witnessed that the said Thomas Bunnore did grant unto  
for the persons afo. and of £27. in their favor by the said Thomas Bunnore the other  
Trenchard @ Bunnore has not only did grant Bunnore with whom Bunnore actually  
doe and assigns

All the type abstracta perunt  
together with the Cornmarket  
It is further Witnessed that the said Thomas Bunnore did grant unto  
for the persons afo. and of £27. in their favor by the said Thomas Bunnore the other  
Trenchard @ Bunnore has not only did grant Bunnore with whom Bunnore actually  
doe and assigns



And the Reversion &c

And all the Estate &c

To hold the said premises unto the v.<sup>o</sup> Tho: Dummore his heirs & assigns forever  
Subject as hereinafter meant.

Covenant by Armetad Parker that he had done no act to Incumber  
Proviso for Redemption on payment by the v.<sup>o</sup> William Sancourt  
and Arabella his wife their heirs execs & assigns to the v.<sup>o</sup> Tho:  
Dummore his execs assigns & assigns of the sum of £1000. on  
the 5<sup>th</sup> day of May then next with Int. at £4. per cent. and in  
default of paym<sup>t</sup> at that time to pay 12<sup>o</sup> per cent.

Covenant to pay principal & int. — to levy a fine for Conuzance de droit come cour  
which should ensure to the use of the v.<sup>o</sup> Tho: Dummore his heirs & assigns — and the usual  
Covenants for Title.

Executed by Armetad Parker, and Wm Sancourt &  
wife & Rect<sup>r</sup> for conison money indorsed & duly attested.

Easter Term 18<sup>th</sup> George 1<sup>st</sup> Chirograph of Fine wherein Thomas Dummore Esq. is Pt and William Sancourt  
& Arabella his wife are Defor<sup>t</sup>

Of 14 messuages, 3 cottages, 4 Gardens, 14 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<sup>ts</sup> in Lyddington.

5<sup>th</sup> May 1745.

Indenture made between James Wilson of Keythorpe in the County of Leicester  
Esq. and Thomas Davie of Oakham Esq. of the 1<sup>st</sup> part the Rev<sup>d</sup> Wm Sancourt  
Clerk son and heir of William Sancourt of Lyddington ap<sup>ts</sup> Esq<sup>r</sup> deid of the 2<sup>o</sup> part  
the said Armetad Parker of the 3<sup>o</sup> part the said Thomas Dummore of the 4<sup>o</sup> part  
and Henry Penton of the City of Wichester Esq<sup>r</sup> of the 5<sup>th</sup> part

The 5th day of May then next with int. at 4% per cent. and the

amount of payment at that time to pay the per cent. Government to pay per cent. at int. — to buy a fine for convenience of short convenience which should more to the use of the v. The amount has been @ 100 — and the same

amounts for site.

Executed by Amiel Baker, and Wm. Tammam @ wife @ Act for certain money under @ duty attested.

Each term 18th June 1745. Chirograph of the return Thomas Dummer Esq; is Mr and William Tammam @ Amiel Baker his wife are Actors

Of 4 messuages, 3 cottages, 11 gardens, 4 orchards, 200 acres of land, 50 acres of meadow, and 100 acres of pasture and common of pasture for all messuages

of cattle with the right in Hyddington.

Indenture made between James Wilson of Kythorpe in the County of Leicester

Esq; and Thomas Barré of Oakham Esq; of the 1st part — the King's Wm Tammam

Esquire and heir of William Tammam of Hyddington Esq; Esq; deid of the 29th

the said Amiel Baker of the 3rd part — the said Thomas Dummer of the 4th part

and Henry Denton of the City of Winchester Esq; of the 5th part

Reciting the said Indenture of 30th Decr 1735

And Reciting the death of James Tammam

And Reciting that the v. Amiel Baker on the 5th August 1742 obtained

the money to pay off the said Amiel Baker and Anne

and Reciting the said Indenture of the 11th and 5th May 1745.

The Witnesseth that the said James Wilson @ the said Anne do with in consideration

of the said sum of £1100. to them paid by the v. Amiel Baker do therein make

did assign transfer @ return made the said Henry Denton

3rd May 1745.

All and singular the premises mult. in the s.<sup>o</sup> Indenture  
of mortgage

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

In Trust for the said Tho: Dummer his heirs & assigns for the better  
securing to the payment of the s.<sup>o</sup> sum of £1000. int. and to wait &  
attend the Indenture

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

Butly executed by Wilson, Davie, Faucourt & Penton  
and Receipt for common money indorsed.

17<sup>th</sup> & 18<sup>th</sup> March 1755. Indries of Lease and Release the Release made between Thomas Ley Dummer of Crawley  
Hull in the County of Southampton Esq. son and heir and also sole heir of Tho: Dummer  
Dummer Esq. died of the 1<sup>st</sup> part William Faucourt clk and Arabella his wife of  
the 2<sup>nd</sup> part Thurston Blackman of Clifford's Inn London Gent. of the 3<sup>rd</sup> part  
Tomlinson Busby of Gray's Inn London Gent. of the 4<sup>th</sup> part and Sir John Eardley  
Wilnot Knight one of the Justices of His Majesty's Court of King's Bench of the  
5<sup>th</sup> part

Reciting the said Indries of the 4<sup>th</sup> and 5<sup>th</sup> May 1745 and that the said  
Sir John Eardley Wilnot had at the request of the said William Faucourt  
agreed to pay off the said sum of £1000. due & owing to the s.<sup>o</sup> Tho: Ley Dummer  
on the security of the said premises and had also agreed to advance unto  
him the said William Faucourt the further sum of £1000. on security of  
the said Heirs and premises and for securing the repayment of the s.<sup>o</sup> sum  
sums & int. the said William Faucourt had agreed that a Common Recovery  
of the s.<sup>o</sup> premises sh<sup>o</sup> be suffered of the s.<sup>o</sup> premises mult. in the s.<sup>o</sup> Indrie of the  
5<sup>th</sup> May 1745.

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

Being executed by William, James, Isaac, and Richard for common money ordered.

17th @ 18th March 1735. Order of Court and Release the Release made between Thomas dey Receiver of Crabs  
with in the County of Southampton Esq. and also with James of the  
Commons Esq. deid of the great William Isaacment etc and another his wife of  
the 2nd part Thomsen Blackman of Elford's son London Esq. of the 3rd part  
Thomsen Esq. of Gray's Inn London Esq. of the 4th part and Sir John Cardley  
Esq. Knight one of the Justices of the High Court of Kings Bench of the  
5th part

Recalling the said Order of the 14th and 15th May 1715 and that the said  
Dr John Cardley Esq. had at the request of the said William Isaacment  
agreed to pay off the said sum of £1000. and agreeing to this: That the sum  
on the security of the said James and had also agreed to advance £1000  
from the said William Isaacment the further sum of £1000. in security of  
the said James and James and for securing the repayment of the said sum  
and that the said William Isaacment had agreed that Thomsen Esq.  
should be kept of the said James must in the said Order of the  
15th May 1715.

It is Witnessed that for the bearing and docking all Duties said and for setting  
the same to the use of the said Thomsen Esq. and also to the use  
of the said sum of £1000. in hand paid to the said Thomsen Esq. by the said  
Dr John E. Wood Esq. and with the consent of the said Thomsen Esq. and  
his wife and of the said sum of £1000. by the said Sir John Cardley Esq. to the said  
William Isaacment and of £1000. to the said Thomsen Esq. William Isaacment and  
another his wife paid by the said Thomsen Esq. to the said Thomsen Esq.  
by the order of the said Thomsen Esq. and another his wife this great bargain etc  
witnessed at London the 15th day of March 1735. in the presence of the said  
notary @ confirm made the 15th day of March 1735. in his actual presence @ John Esq.

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<sup>r</sup> Thurston Blackman his Heirs @ Ass  
To the Use of the said Thurston Blackman @ his Heirs  
To the end that the s<sup>r</sup> Thurston Blackman might become a perfect  
Tenant of the said premises against whom a good & perfect Law  
Recovery might be had and executed of the same premises acc<sup>o</sup> to  
the usual form &c

And it was thereby Covenanted that the s<sup>r</sup> Common Recovery @ all other fines  
and Recoveries therefore levied should ensure to the uses thereafter expressed  
(that is to say)

To the Use of the s<sup>r</sup> Sir John Cardley Witnott his Heirs @ Ass  
forever

Subject now to a proviso therein contained that in case the said William  
Fancourt his Heirs Executors or assigns should pay or cause to be paid unto  
the said Sir J. E. Witnott his Executors or assigns the sum of £2704.  
in manner therein mentioned viz<sup>t</sup> £52. part thereof on the 18<sup>th</sup> Sept<sup>r</sup>  
then next ensuing and the fur<sup>r</sup> sum of £2652. on the 18<sup>th</sup> 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 afo<sup>r</sup> 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

Government by the Hon. the Revenue that he had done no act to incur  
Government by William Pitt & Co. in payment of  
mortgage money as a gift - lawfully made - free from incumbrance (except the ordinary  
500 years created by the 5th Article of the 30th Decr 1735) and from all other incumbrances

To the Use of the said William Pitt & Co. for ever  
should be made  
of the said premises of which no such drawn inson or appointment  
thereby limited should really and or determine and act to which  
any such should be made and to whom as the Estate of Pitt & Co.  
in default of such direction limitation or appointment or in case  
no act should from time to time direct limit @ appointment, and  
the nature of his last Will @ Testament to be executed and attested  
power of revocation or by his last Will and Testament or Writing in  
the presence of his or more credible witnesses with or without  
Testament by any Act or Writing to be by him duly executed in  
to which Acts and for such intents @ purposes as the said William

then next surviving and the sum of £1252 on the 18th March 1736 then  
in manner therein mentioned vizt £52 part thereof on the 18th April  
the said Sir J. Lubbock his executors or assigns the sum of £2704  
Testament his heirs executors or assigns should pay or cause to be paid made  
subject not to a proviso therein contained that in case the said William  
for ever

To the Use of the 5th Sir John Landley without his heirs @ Co.  
(that is to say)  
and Revenue therefore levied should come to the uses hereafter set out  
and it was thereby intended that the 5th Common Recovery @ other things

the usual forms  
Recovery might be had and accounted of the same premises as to

Executed by Thomas Lee Dunmore Will. Fancourt and  
Orabella his wife, duly attested, and Receipt for Consider:  
money indorsed.

Easter Term (20) Geo. 2<sup>d</sup> Exemplification of Recovery wherein Busby Gent. is Demandant, Blackburn Gent.  
Tenant @ Fancourt - Clerk and wife Vouchers  
24 Blackman folr

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

19<sup>th</sup> March 1755. Deed Poll by Indorsement on the back of the heretofore abstracted Indre of the  
5<sup>th</sup> May 1745 under the hands @ seals of Henry Penton Tho: Lee Dunmore and  
William Fancourt

Reciting that the said Sir John Lardly Wilnot had paid to the said  
Thomas Lee Dunmore the son @ heir @ Exe<sup>or</sup> of the within named Tho:  
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 direction of the s<sup>r</sup>: Tho:  
Lee Dunmore had agreed that the said within mentioned premises sho<sup>d</sup> be  
conveyed and assigned to Sir Robert Wilnot Knt for the term of the s<sup>r</sup>: term of  
500 years In Trust to attend the Inheritance.

It is Witnessed that in conson of W<sup>ch</sup> by the said Sir Robert Wilnot to the s<sup>r</sup>: Henry Penton  
and Tho. Lee Dunmore the said Henry Penton did assign transfer and set over unto the said  
Sir Robert Wilnot as well the said Indre of the 30<sup>th</sup> day of Decr. 1735 as also all @ ungs

The said Messuages Cott<sup>es</sup> Closes Lands Tenements @ houses  
And all the Estate &c

To hold the same unto the said Sir Robert Wilnot his Exors Admors @ ass  
for the term of the s<sup>r</sup>: term of 500 yrs

19th March 1755. Debt Sett by endorsement on the back of the promissory abstract under of the 24th May 1745 under the hands @ seals of Henry Condon Thos de Bunnore and William Tanswell

Deciding that the said Mr John Cardley Wilmet had paid to the said Thomas de Bunnore the sum @ five @ six pence of the value named there Answered the principal sum of £100.

And Rectifying the said order of debt @ Release of the 17th 18 March 1755 And Rectifying that the said William Tanswell by the deed of the 5th May 1755 had agreed that the said without maintenance should be conveyed and assigned to the said Wilmet but for the year of the 5th term of 50 years in trust to attend the Indulgence.

And the said Bunnore the said Henry Condon did assign transfer and deliver unto the said Mr Robert Wilmet as well the said value of the 30th day of Decr 1735 as also all @ ways the said premises latter above lands tenements @ heres And all the estate to

to hold the same unto the said Mr Robert Wilmet his heirs @ assigns for the term of the 5th term of 50 years the said for the said Mr John Cardley Wilmet his heirs and assigns and to attend the Indulgence

Testament by Henry Condon that he had done in set to execution

By indolence made between the said William Tanswell and Archdeacon his wife of the said Cardley Wilmet of the other part Thos William Tanswell @ Archdeacon the wife acknowledged to have borrowed of the said Mr John Cardley Wilmet the sum of £104. and contracted with the said Mr John Cardley Wilmet that the 5th term

10th June 1755  
Mps. vol. 10. fol. 14  
M. 1. 14

with the opposite in Southampton



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

1838  
8<sup>th</sup> June 1762.  
mispng - sa Red 7<sup>h</sup>  
Ink note p. 14.

Indenture of mortgage between The Rev<sup>d</sup> William Sancourt of Syddington Clerk of the one part and the Rev<sup>d</sup> William Scriven of the other part whereby the said Wm Sancourt demised a certain close in Syddington called Stangars close cont<sup>g</sup> about 3 acres to the said Wm Scriven for 500 yrs subject to be void upon payment of £70. @ Int.

17<sup>th</sup> and 18<sup>th</sup> Decr 1764.  
misp - do -

Judges of lease and Release the Release being of 3 parts and made between Sir John Cardley Wilnot of the 1<sup>st</sup> part the said Wm Sancourt of the 2<sup>nd</sup> part and William Peake Grazier @ Jonathan Bramston of Espsingham in the Co. of Rutland Gent. of the 3<sup>rd</sup> part Reciting the said Judges of the 17<sup>th</sup> and 18<sup>th</sup> March 1755 and that a Recovery was suffered in pursuance of the Covenant in the v<sup>d</sup> Judre and that the principal sum of £2600. was not paid to the said Sir John Cardley Wilnot acc<sup>g</sup> to the Provo in the said Judre cont<sup>d</sup>.

And also Reciting that the said abstracted Judre of the 10<sup>th</sup> June 1750 and that the said Arabella the wife of the said William Sancourt was lately dead and that the princ<sup>l</sup> sum of £2600. and £104. making together the sum of £2704. was then justly owing on the said several in part recited Judres and on the premises therein ment<sup>d</sup>.

And Reciting that the said William Peake had contr<sup>d</sup> and agreed with the said William Sancourt for the absolute purchase of divers Lands (and Tenements therein ment<sup>d</sup> being part of the Premises ment<sup>d</sup> in the Release of the 18<sup>th</sup> 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 v<sup>d</sup> Sir Jn. Cardley Wilnot in part of the said princ<sup>l</sup> sum of £2704. and £184 the residue thereof to the said William Sancourt and

17th and 18th Decr 1764. Orders of Court and Release being of 3 parts and made between Sir John  
Eardley Walpole of the 1st part the said Warrant of the 2nd part and William Drake  
Esquire @ Merchant Brethren of Wappingham in the 3rd part and that a Recovery was  
Recd by the said Brethren of the 17th and 18th March 1755 and that a Recovery was  
obtained in performance of the Court in the 1st part and that the Brethren  
of £2600 was not paid to the said Sir John Eardley Walpole accy to the Order  
in the said Order contd

And also Recd that the said Brethren of the 17th June 1755  
and that the said Brethren the wife of the said William Drake was lately  
dead and that the said Brethren of £2600 and £104 making together the  
sum of £2704 was then justly owing on the said Brethren in part of the  
Order contd on the Brethren Brethren mustd

And Recd that the said William Drake had contd and agree with  
the said William Drake for the absolute purchase of divers Lands (and  
Tenements therein mustd being part of the Brethren mustd with Release of  
the 18th March 1755 and for divers copyhold tenements at and for the force  
warrant of 1754.

And Recd that it was agreed that £1000 part thereof should be  
paid to the said Sir John Eardley Walpole in part of the said part's sum of  
£2704 and £184 the residue thereof to the said William Drake and  
that £1704 residue of the said principal sum of £2704 should remain  
charged upon the residue of the said mortgage premises not contracted  
for or bought by the said William Drake leg with int for the same after the  
rate of £5 per Cent per Annus

And by the now abstracting same Warranted that the said Sir John Eardley Walpole  
in concern of the sum of £1000 he has paid by the said William Drake and the said  
William Drake in concern of £184 he has paid by the said William Drake to the said  
Warrant did grant Warrant to make the said Warrant and Jonathan Brethren

(within actual possession) and to the heirs @ ass of the s<sup>r</sup> Wm Peake

All to being part of the Premises in the Release of the 18<sup>th</sup>  
March 1755

To hold the same unto the said Wm Peake and Jon<sup>r</sup> Bramston and the heirs  
and assigns of the said Wm Peake forever

Provided that it was the true intent @ meaning of all parties that ~~the~~  
nothing therein cont<sup>d</sup> sho<sup>d</sup> be deemed construed or taken to assign  
or transfer the other part of the said premises thereinbefore mentioned  
which were not thereby conveyed to the said Wm Peake and his heirs.

But that the said Premises not thereby conveyed should from thenceforth  
stand remain continue @ be unto the said Sir Robert Wilmot  
his heirs @ assigns forever as a security for payment of the s<sup>r</sup> principal  
sum of £1074. thence to continue charged thereon with Int. at 5<sup>th</sup>  
per cent But subject to the Condition for Redemption of the s<sup>r</sup> Premises  
as in the s<sup>r</sup> Indent of 18<sup>th</sup> March 1755 is contained.

19<sup>th</sup> December 1764 By Indent made between the said Sir ~~John~~<sup>Robert</sup> Wilmot of the 1<sup>st</sup> part the said  
misp] See note p 14 Sir John Cardley Wilmot of the 2<sup>nd</sup> part the said William Bancourt of the 3<sup>rd</sup> part  
the said William Peake and Jonathan Bramston of the 4<sup>th</sup> part and Thos Grant  
Writ of the 5<sup>th</sup> part

The reversion of the said term of 500 years (assigned to the said Sir Rob<sup>t</sup> Wilmot  
by the s<sup>r</sup> Indorsement of the (19<sup>th</sup> March 1755) as far as relates to the premises  
conveyed by the last Deed to Peake is assigned to the s<sup>r</sup> Thos Grant In Trust for  
the said William Peake

19<sup>th</sup> April 1765. Indenture made between Thos William Scriver of the 1<sup>st</sup> part the said Wm Bancourt  
of the 2<sup>nd</sup> part and Gabriel Watson of the 3<sup>rd</sup> part

Reciting the ~~last~~ abstracted Amd of the 8<sup>th</sup> June 1762 and that the said

which were not thereby conveyed to the said William Wake and his heirs  
 But that the said premises not being conveyed should pass through  
 about remain confirmed @ be into the said Sir John Sarsfield's widow  
 his heirs @ assigns forever as a tenancy for payment of the 5<sup>th</sup> part  
 sum of £1074. This is contained charged therein with int. at 5<sup>th</sup>  
 per cent But subject to the condition for Redemption of the 5<sup>th</sup> part  
 seen the 5<sup>th</sup> part of 18th March 1753 is contained.

To the December 1764 By Indire matter between the said Sir John Sarsfield's widow the said  
 Sir John Sarsfield's widow the said William Wake and his heirs  
 the said William Wake and his heirs  
 Act of the 3<sup>rd</sup> part  
 The terms of the said term of 37 years (assigned to the said Sir John Sarsfield's  
 by the 5<sup>th</sup> indenture of the 14th March 1753) as far as relates to the premises  
 conveyed by the last Act to Wake is assigned to the said Sir John Sarsfield's  
 the said William Wake

Indirectly made between the said William Wake and his heirs  
 of the 2<sup>nd</sup> part and Gabriel Weston of the 3<sup>rd</sup> part  
 Reciting the ~~last~~ abstract Act of the 8<sup>th</sup> June 1762 and that the said  
 sum of £40. and int. was not paid  
 John Westcott that the said term in favor of £40. paid him by the said  
 Weston assigns the premises in the said Act? And to the said Weston for the  
 remainder of the said term of 37 years and said term in favor of £30. to him  
 paid by the said Weston assigns the same subject to a proviso for making void  
 the same upon payment of £100. @ int.

19<sup>th</sup> April 1765  
 The said called Wagon's share till lately could not be  
 J<sup>rs</sup> The said called Wagon's share till lately could not be

made out, but now it appears to have been many years ago part of the said close called Kith 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 Kith Close and has been uniformly described so in the several Deeds of Conveyance, particularly in the Deeds of 17 and 18<sup>th</sup> March 1755.

17<sup>th</sup> and 18<sup>th</sup> Sept: 1765. Indentures of Lease and Release the Release being of 4 parts and made between Sir James Oglethorpe - See note p 14 Solus Cardley Wilnot of the 1<sup>st</sup> part the said William Faucourt of the 2<sup>nd</sup> part Henry Boulton Esq. and Isaac Bayley Gent. of the 3<sup>rd</sup> part and Solus Clarke Gent. of the 4<sup>th</sup> part. Reciting the said Indries of the 17 and 18<sup>th</sup> Dec: 1764 and that the s.<sup>o</sup> price sum of £1704. was due on the said Indries and on the residue of the s.<sup>o</sup> premises not conveyed thereby.

And also Reciting that the said Henry Boulton & Isaac Bayley had agreed with the said William Faucourt for the absolute purchase of the s.<sup>o</sup> piece of pasture or inclosed piece of ground situate and being in Lyddington aforesaid called or known by the name of Townends Close cont.<sup>g</sup> by estimation Acres and a half for the price or sum of £335. and that the said William Faucourt had agreed to assign over the same to the said Henry Boulton & Isaac Bayley or to such person or persons as they should appoint and that the said Solus Clarke had also agreed with the said William Faucourt 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<sup>g</sup> by estimation 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 purchase money for the said three quarters of a yard land should be paid to the said

of the Bankley without of the 1st part the said William Sancroft of the 2nd part Henry  
 Cornhill Esq. and Isaac Bayley Esq. of the 3rd part and John Clarke Esq. of the 4th part  
 Reciting the said Indentures of the 1st and 18th Decr 1764 and that the said part  
 sum of £1704. was due on the said Indentures and on the residue of the said part  
 not conveyed thereby.  
 And also Reciting that the said Henry Bayley Esq. and Isaac Bayley had agreed  
 with the said William Sancroft for the absolute purchase of the said part  
 parcel or parcels of ground situate and being in the parish of St. Dunstons  
 parish or parishes by the name of the said part parcel or parcels of ground  
 and a half for the price or sum of £335. and that the said William Sancroft  
 had agreed to assign over the same to the said Henry Bayley Esq. and Isaac Bayley  
 or to such part or parts as they should appoint and that the said part parcel  
 had also agreed with the said William Sancroft for the absolute purchase of all  
 the said part parcel or parcels of ground situate and being in the parish of St. Dunstons  
 parish or parishes and being situate in the said part parcel or parcels of ground  
 of a part found and confirmed by witness 21 acres at and for the price  
 sum of £390. and that it was agreed that the sum of £300. part of the  
 purchase money for the said parcel of ground should be paid to the said  
 money for the said three quarters of a year should be paid to the said  
 Dr. John Bayley without part of the said sum of £1704. and that £35.  
 residue of the said purchase money for the said three quarters of a year and £10.  
 residue of the said part parcel or parcels of ground situate in the  
 said part parcel or parcels of ground should remain upon the residue of the said  
 mortgage Indentures not paid by the said Henry Bayley Esq. and Isaac Bayley Esq.  
 in discharge with the said part parcel or parcels of ground.

Henry - de m. 14

by the said Henry Boulton & Isaac Bayley and of £300. by the said John Clarke  
and also in Conson of £10. to the said William Pannocott paid by the said John Clarke  
and of £35. to the said W<sup>m</sup> Pannocott paid by the s<sup>r</sup> H<sup>y</sup> Boulton and Isaac Bayley  
the said Sir John Cardley Wilmut and W<sup>m</sup> Pannocott did grant bargain sell &c unto  
the s<sup>r</sup> Henry Boulton, Isaac Bayley & John Clarke (in their actual person &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  
Six meadow pasture and grass ground situate & being dispy  
with the open fields of Lyddington apts<sup>r</sup> and called three  
quarters of a yard land and cont<sup>d</sup> by estimation 21 acres  
with their appurtenances

And the Roven &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 Townsend's Close containing by estimation 3.1.0 as  
the same was then marked out from the South pt<sup>r</sup> thereof

To the only proper 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 proper Use and behoof of the said Isaac Bayley  
his heirs and assigns forever

And as to for and concerning the said several pieces and

And also all these several pieces of ground  
in the other fields of Lyddington etc; and called three  
quarters of a year had and sold by information  
with their appoints  
And the Queen etc

To the said the same made the said Henry, Anthony and his  
heirs and assigns forever in the said following (whatsoever day)  
As to the north moiety or half part of the said piece  
called Townsells close containing by estimation 3.1.0 as  
the same was then marked out from the church porch  
To the only piece the said Henry, Anthony and his  
heirs and assigns forever

And as to for and concerning the south moiety or half  
part thereof  
To and for the only piece the said Henry, Anthony  
heirs and assigns forever

And as to for and concerning the said several pieces and  
pieces of arable land by matters, pasture and  
grass ground before mentioned to be purchased by the  
said John (Quake)

To the only piece the said Henry, Anthony and his  
heirs and assigns forever

To and for the only piece the said Henry, Anthony and his  
heirs and assigns forever

To the only piece the said Henry, Anthony and his  
heirs and assigns forever

To the only piece the said Henry, Anthony and his  
heirs and assigns forever

To the only piece the said Henry, Anthony and his  
heirs and assigns forever



or transfer the other part of the said Premises mentioned in the said Indire of the 18<sup>th</sup> March 1755 which were not thereby conveyed to the s<sup>d</sup> Henry Boulton, Isaac Bayley and John Clarke. But that all and singular the said Premises not conveyed to them as aforesaid should from thenceforth stand remain continue and be unto the said Sir John Cardley Wilnot 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 proviso in the said Indire of the 18<sup>th</sup> March 1755

19<sup>th</sup> September 1765. By Indire of 6 parts made between the said Sir Robert Wilnot of the 1<sup>st</sup> part the said Sir John Cardley Wilnot of the 2<sup>nd</sup> part the said Wm Parncourt of the 3<sup>rd</sup> part the said Henry Boulton & Isaac Bayley of the 4<sup>th</sup> part the said John Clarke of the 5<sup>th</sup> part and Jonathan Bramston Gent. of the 6<sup>th</sup> part the said term of 500 years ass<sup>ts</sup> to the said Sir Robert Wilnot by said Indorsement of the 19<sup>th</sup> March 1755 as far as relates to the premises comprised in the last deed to Boulton Bayley and Clarke is assigned to the said Wm Parncourt in Trust for them.

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

6<sup>th</sup> and 7<sup>th</sup> March 1767. Indenture between the Right Honorable Sir John Cardley Wilnot Knight Chief Justice of His Majesty's Court of Common Pleas at Westminster of the 1<sup>st</sup> part The Rev<sup>d</sup> William Parncourt of Lyddington afs<sup>d</sup> Clerk of the 2<sup>nd</sup> part and Samuel Beach of Chalford in the County of Gloucester Gent. of the 3<sup>rd</sup> part

And also reciting the said abstr. date of 10<sup>th</sup> June 1759 for securing the further sum of £100. to the said Sir John Cardley Knight  
And reciting that several parcels of the said premises are in mortgage to the said Sir John Cardley Knight had been lately sold to William Stace,  
Henry Boscawen, Isaac Boscawen (and John Stace) and that the said sum of

And that the said principal sum of £27011 was not paid at the times  
Reciting the said clause of the 17<sup>th</sup> and 18<sup>th</sup> March 1753 heretofore abstr.  
of Chancery in the County of Gloucester part of the 3<sup>rd</sup> part  
And William Somerset of Southampton esq; Clerk of the said part and James Stace  
Justice of the said County of Gloucester and the 1<sup>st</sup> part the  
said Henry Boscawen between the Right Honourable Sir John Cardley Knight Knight Chief  
16<sup>th</sup> and 17<sup>th</sup> March 1767.

Note. The Deeds of 10<sup>th</sup> June 1759 - 8<sup>th</sup> June 1762 - 17<sup>th</sup> @ 18<sup>th</sup> Decr 1764  
the 19<sup>th</sup> Decr 1764 - 17<sup>th</sup> and 18<sup>th</sup> Decr 1765 and the 10<sup>th</sup> Decr 1765 are not  
to be found, and the above abstract of such Deeds was made by Sir  
Oranston from a Decree in a Court in his custody who never saw the  
original Deeds.

10<sup>th</sup> September 1765. Day Order of Court made between the said Sir Robert Knight of the 1<sup>st</sup> part the  
said Sir John Cardley Knight of the 2<sup>nd</sup> part the said Henry Boscawen of the 3<sup>rd</sup> part  
the said Henry Boscawen @ Isaac Boscawen of the 4<sup>th</sup> part the said John Stace of the 5<sup>th</sup>  
part and James Somerset Clerk of the 6<sup>th</sup> part the said term of 500 years are  
to the said Sir Robert Knight by said indenture of the 19<sup>th</sup> March 1753 as far as  
relates to the premises comprised in the last said indenture Boscawen and Stace  
is assigned to the said Sir Robert Knight the said term.

in the said clause of the 18<sup>th</sup> March 1753

Henry - de note  
underneath

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

And also Reciting that the said Samuel Peach had at the request of the said William Fauconit agreed not only to pay off the said sum of £824. so owing to the said Sir John Cardley Wilnot but had also agreed to advance to the said William Fauconit 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 Wilnot and then remaining unsold.

It is by the now abstracting Indre Witnessed that in conson of £824. to the said Sir John Cardley Wilnot paid by the said Samuel Peach by the avow of the said William Fauconit testified to and of £76. paid by the said Samuel Peach to the said Wm Fauconit. As the said Sir John Cardley Wilnot by the avow of the said Wm Fauconit testified as aforesaid did bargain sell and release and the Wm Fauconit did grant bargain sell ratify & confirm unto the said Samuel Peach (in his actual possession) and to his Heirs & assigns

*in* All that close or enclosed piece of ~~pasture~~ ground siting and being <sup>in</sup> at Lyddington aforesaid called or known by the name of Kild close <sup>and better known</sup> containing by estimation 5 acres more or less. late in the tenure of ~~John Wilnot~~ <sup>John Wilnot</sup> but then of Richard Southrop ~~John Roberts~~

*John Close*

And also all those ~~3 cottages or tenements~~ standing and being in Lyddington aforesaid late in the tenure of John Cliffe, Francis Weight and Widow Sneyly but then of Henry Stritly, John White and Mary Goodby And also all that messuage or tenement & household

to the said William Fauconr 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 Wilnot and then remaining unsold.

It is by the now abstracting Indre Witnessed that in conson of £824. to the  
Sir John Cardley Wilnot paid by the said Samuel Peach by the avow of the said  
William Fauconr testified to and of £76. paid by the said Samuel Peach to the  
said Will<sup>m</sup> Fauconr. As the said Sir John Cardley Wilnot by the avow of the said  
Wm Fauconr testified as aforesaid did bargain sell and release and the ~~several~~ <sup>several</sup> ~~persons~~  
did grant bargain sell ratify & confirm unto the said Samuel Peach (in his actual  
possession) and to his heirs & assigns

*Thir Close*

*and also*  
All that close or enclosed piece of pasture ground sit-  
ing and being <sup>in</sup> at Lyddington aforesaid called or known by  
the name of Kila close <sup>and later done</sup> containing by estimation 5 acres  
more or less. <sup>then</sup> late in the tenure of ~~John Wilnot~~ <sup>John Wilnot</sup> but  
~~then of Richard Scatthorpe Tho Roberts~~

And also all those 3 cottages or Tenements standing  
and being in Lyddington aforesaid late in the tenures of  
John Lyffe, Francis Wright and Widow Seincy 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 aforesaid with the appurts then in  
the tenure of the said Wm Fauconr

And also all <sup>those</sup> ~~and~~ ~~several~~ the several pieces & parcels  
of meadow Pasture and Grass Ground of ~~the said Wm~~  
~~Fauconr~~ which then remained ~~unsold~~ lying & being  
<sup>dispersedly</sup> in the several fields liberties precincts and territories of  
Lyddington aforesaid part of the 2 yard lands therein

All that I have said, with the honest  
Close Guard Gardens broken down  
& appears the most likely school  
thru my eye and may be  
sympathy rather by of the  
less in the house or occupation  
of the Rev. W. James who  
understands the of some  
child his under the

wherein the same occupation of  
Moses Allen his Assigns or Assigns  
~~described and then in the Occupation of the said Wm~~  
~~Tancourt~~ <sup>Wm of John Marston Butler his</sup>  
<sup>Assigns or Assigns</sup>  
And also all those 4 acres of meadow ground lying @  
being in Lyddington aforesaid formerly used with the said  
~~two yard lands above mentioned and then late in the~~  
occn of the said Wm <sup>Answer</sup> Tancourt ~~but then of Wm Farratt~~  
<sup>Deke his Assigns or Assigns</sup>

And also all those closes or grounds enclosed by meadow  
or pasture with the appurtenances lying and being in Lyddington  
aforesaid called or known by the several names of Popes  
close and Jack Smith's close <sup>late</sup> then late in the occupation  
of <sup>John Collins</sup> ~~John Williamson~~ and <sup>James Redgley</sup> ~~Moses Allen~~ but then of the  
said <sup>John Collins</sup> ~~William Tancourt~~ and ~~Robert Dade~~ all wh said  
premises thereby released were part and parcel of the  
Premises comprised in the Return & Return before abstracted  
Indices of Mort. to the said Sir John Cardley Wilnot &  
were intended as for the premises then remaining unsold  
by the said William Tancourt

And also all and singular other the freehold lands  
tenements @ hereditaments whatsoever of him the said Wm  
Tancourt situate lying @ being in the parish fields  
liberties precincts and territories of Lyddington aforesaid  
and not sold or conveyed as aforesaid

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 Provision for redemption on payment by the said Wm

Stop

~~Executed by the said Dr. John Barclay Wilson and~~

and date of 30 Decr 1735 and for further assurance.

lawfully made - free from incumbrances except the term of 500 years created by the Government for payment of mortgage money - payable out in case of default

Government by the said Dr. John Barclay Wilson that he had done no act to incumber in the same at the time and in manner here mentioned

his executors or assigns of the sum of 5000 with due Government his heirs executors or assigns to the said James Mack

subject to a proviso for redemption or payment by the said James Mack for

to hold the said premises unto the said James Mack his heirs and

and all the heirs &c

and the heirs &c

together with all conveniences &c

and not to be or conveyed as afo

What is precisely and literally of Edgington afo

Government estate being in the Parish fields

hereditaments & hereditaments of him the said James

and also all and singular other the hereditaments

by the said William Stewart

were intended as for the premises here remaining unincumbered

of what is the said Dr. John Barclay Wilson &

premises comprised in the Heron's Hereditary estate

premises hereby advanced were part and parcel of the

and William Stewart and Robert Steele Clerk of

of the said William Stewart and Robert Steele Clerk of

close and safe books close them up in the court

approved called or known by the current names of

Step

William Faucourt - Receipt indorsed and duly attested.

3<sup>rd</sup> July 1767.

By Deed Poll indorsed on the back of the last abstracted Indre under the hand and seal of the said William Faucourt whereby the said W<sup>m</sup> Faucourt in person of £200. to him paid by s<sup>r</sup> Samuel Peack did thereby further grant and release unto the said Samuel Peack his heirs and assigns

The said Premises mentioned in the said last abstr<sup>d</sup> Deed To hold the same unto the said Samuel Peack his heirs & assigns 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 a<sup>s</sup> and should not be redeemed until the said £900. & £200. were paid and satisfied

Receipt for Conson money indorsed.

7<sup>th</sup> March 1767.

Indre made between the said Sir Robert Wiluot of Ormaston in the County of Derby Knight of the 1<sup>st</sup> part The Right Honorable Sir John Cardley Wiluot Knight of the 2<sup>nd</sup> part The Rev<sup>d</sup> William Faucourt of the 3<sup>rd</sup> part the said Samuel Peack of the 4<sup>th</sup> part and David Webb of the Parish of St. Stephen Walbrooke in the City of London Gent. of the 5<sup>th</sup> part

By David Webb

Reciting the said Indre of the 30<sup>th</sup> Decr. 1735.

And Reciting the said Indre of the 5<sup>th</sup> May 1745

And Reciting the said Deed Poll of the 19<sup>th</sup> 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



matter to proceed for making out the bills on payment of  
 well of the said sum of £1000. and that as of the said sum of  
 £1000. has been well with lawful int.  
 Government for payment of the said sum of £1000. and that the persons should  
 about charged as aforesaid and should not be returned until the said £1000. @ £1000  
 were paid and satisfied  
 Receipt for London money underd. —

made between the said Sir Robert Walpole of Devonshire in the County of North  
 Knight of the shire. The Right Honorable Sir John Eardley Walpole Knight of the  
 shire. The said William Walpole of the shire — the said Robert Walpole of the  
 shire and Robert Walpole of the shire of St. Andrew Waterhouse in the City of London  
 part of the shire.

Recd. the said sum of £1000. of the 30th Decr. 1735.  
 And Recd. the said sum of £1000. of the 31st Decr. 1735.  
 And Recd. the said sum of £1000. of the 10th March 1735.  
 And Recd. that certain parts of the said sum had been well  
 conveyed to Henry Brouncker @ others  
 And Recd. that the said abstracted Indentures  
 And Recd. that it had been agreed between the said parties that the  
 remaining part of the said sum should be returned  
 to the said Robert Walpole for the said Robert Walpole for the  
 remainder of the said sum of £1000.

His Majesty's Letters under the Great Seal of Great Britain bearing  
 by the said Robert Walpole to the said Robert Walpole and at the request of the said  
 Sir John Eardley Walpole Government of the said Robert Walpole by and in law  
 for the said Robert Walpole and his executors @ ass

*Handwritten scribble*

*Handwritten scribble*

17th March 1767

All the Premises particularly mentioned & described  
in the hereinafore abstr. Indries of the 6<sup>th</sup> and 7<sup>th</sup> March  
1767

and the Reversion &c

and all the Estate &c

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

In Trust now for the said Samuel Peack his Heirs and assigns  
and to attend the Indriance

Covenant by the said Sir Robert Wiluot that he had done no act to Incumber  
Executed by Sir Robert Wiluot, Sir John Cardley Wiluot,  
William Fancourt & Samuel Peack and duly attested

1838  
5<sup>th</sup> and 9<sup>th</sup> May 1773 Indriances of Lease and Release the Release between John Peack of Chelford in the  
County of Gloucester Elder son and Heir at law and also Admiror with the will  
annexed of the ~~of Samuel Peack~~ Goods and Chattels Rights and Credits of the S<sup>r</sup>  
By who of the 1<sup>st</sup> part Samuel Peack clothier decd unadministered by Mary Peack his then late Widow  
decd of the 2<sup>nd</sup> part and Jonathan Marriot of Bady in the Co. of Northampton  
part of the 3<sup>rd</sup> part

Reciting the said Indries of 17 and 18<sup>th</sup> March 1755

And Reciting the Recovery suffered in pursuance thereof

Also Reciting the said Indries of the 6<sup>th</sup> and 7<sup>th</sup> March 1767

And also Reciting the said And Poll of the 3<sup>rd</sup> July 1767

And also Reciting the death of the said Robert Peack and that he had  
by his will bearing date the 28<sup>th</sup> day of April 1760 appointed Mary his  
wife sole executrix.

And Reciting that the said Mary Peack was then dead and administration  
with the will annexed of the Goods and Chattels of the said Samuel Peack

By Samuel

and to attend the release

Government by the case in Robert Stewart that he had done no act to incriminate

executed by Sir Robert Stewart, Sir John Bardsley, Stewart,

William Somerset & Samuel Peck well duly attested

1838  
1793  
65  
Sir and Gregory

By Mrs of the

County of Gloucester that one and the same and also return with the wife  
annuall of the ~~the~~ <sup>the</sup> ~~rights~~ <sup>rights</sup> and chattels <sup>rights</sup> and credits of the  
damned Peck either died unadministered by Mary Peck his then late widow  
deed of the 2nd part and Jonathan Swanton of Peck in the Co. of Northampton  
part of the 3rd part

Deciding the said Indent of 17 and 18<sup>th</sup> March 1755

and deciding the Recovery entered in pursuance thereof

also deciding the said Indent of the 6<sup>th</sup> and 7<sup>th</sup> March 1764

and also deciding the said Indent of the 3<sup>rd</sup> July 1764

and also deciding the Rate of the said Robert Peck and that he has

by his will bearing date the 28<sup>th</sup> day of April 1760 appointed Mary his

wife sole executrix.

and deciding that the said Mary Peck was then dead and administered

with the will annexed of the goods and chattels of the said Samuel Peck

left unadministered by the said Mary Peck had been duly granted to the

said Sir Peck

and deciding that there was then due to the said John Peck upon the

last Abstrait Indent of Release and Release and that he has several

sums of 500<sup>l</sup>. and 200<sup>l</sup>. only and that the said Jonathan Swanton has

at the request of the said will. Somerset agreed not only to pay off the

said sums of 500<sup>l</sup>. @ 200<sup>l</sup>. but had also agreed to advance from the

further sum of 200<sup>l</sup>.

By Somerset

It is by the now abstracting Indre Abstracted that in Condon of £100. to the said John Peach paid by the said Jon. Marriott by the direction of the said Wm. Faucourt testified &c and of £100. paid by the said Jon. Marriott to the said Wm. Faucourt. It is the said John Peach did bargain sell and release and the said Wm. Faucourt did grant bargain sell ratify & confirm unto the said Jon. Marriott (in his actual possession &c) and to his heirs and assigns

All the said Premises comprised in the said abstracted Indres of lease and release of the 6<sup>th</sup> March 1767

Together with all Commons &c

And the Reversion &c

And all the Estate &c

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

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

W<sup>ch</sup> by John Peach that he had done no act to Incumber.

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

Executed by Peach and Faucourt — duly attested, and Receipt for Condon money indorsed.

9<sup>th</sup> May 1773.  
Indre of lease to Lord  
Dorset was indorsed

Indenture made between the said Daniel Cobb of the 1<sup>st</sup> part John Peach of the 2<sup>nd</sup> part, the Rev<sup>d</sup> William Faucourt of the 3<sup>rd</sup> part, the said Jon. Marriott of the 4<sup>th</sup> part and John Warren of Daventry in the Co. of Northampton Gent. of

(together with all documents &c)

and the Revenue &c

and all the Estate &c

It shall be your first duty @ premises with the said premises &c

his heirs @ assigns forever

subject to a proviso for recovering the said premises upon

payment of the said sum of £1200 and interest by the said

William Lancaster his heirs and assigns in manner in the now

act of the 17th of the said

Act by the said Act that he had done no act to discharge

forever by Lancaster for payment of mortgage money - provided

in case of default - lawfully made - right to convey - free from

and for further assurance

incurred by such and Lancaster - duly attested, and

Receipt for money under

9th May 1793

John G. ...

John G. ...

John G. ...

Indebtedness made between the said ...

2nd part, the said ...

the 1st part, the said ...

the 2nd part and the ...

the 3rd part

Reciting that the said ...

Also Reciting the said ...

Also Reciting the said ...

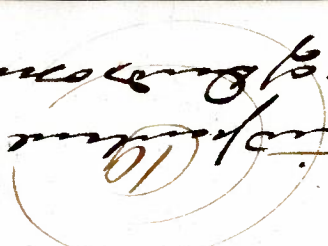
Also Reciting the said ...

John G. ...

John G. ...

John G. ...

John G. ...



Ampt. Office ...

It is Witnessed that in Conson of £1100. to the said Solus Peach at the request of Faucourt paid by the said Jon Marriott and also in Conson of 5<sup>l</sup>. to Daniel Webb paid by the said Jon Warren He the said Daniel Webb did bargain sell assign transfer and set over unto the said Solus Warren being a Trustee for the said Jonathan Marriott his heirs admors & ass.

All and singular the Premises mentioned in the said Indentures of the 6<sup>th</sup> and 7<sup>th</sup> 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 Solus Warren his heirs ad<sup>l</sup> 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<sup>t</sup> 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

23<sup>rd</sup> February 1774

Indenture made between The Reverend William Faucourt 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 Faucourt had applied to the said Jonathan Marriott to advance him the further sum of £100.

It is Witnessed that in Conson of £100. to the said William Faucourt paid by the said Jon Marriott by the said Wm Faucourt did Covenant declare

23rd February 1774

And all the Estate &c  
 which the Trustees &c  
 do hold in trust for the residue of the said term of 500 years  
 and assigns for the said Jonathan Mearns his heirs and assigns  
 for term of the said term of 500 years and after say third  
 year shall be at the said the said Mearns.  
 Government by Power with that he has done in act to be hereafter  
 executed by all parties and duly & attested

Indenture made between the several William Mearns Clerk of the one  
 part and Jonathan Mearns of the other part  
 Reciting as recited in the last abstracted Indenture of Release, and also  
 reciting the Release itself  
 that there was then due and owing unto the said  
 Jonathan Mearns £1200 only all his debt having been paid  
 Also Reciting that the said William Mearns had applied to the  
 said Jonathan Mearns to advance him the further sum of £100

It is Witnessed that the said William Mearns Clerk  
 by the said Jonathan Mearns in the said Mearns Clerk  
 consent & agree that the premises mentioned in the last abstracted Indenture  
 should be charged unto the said sum of £100. Hereunto with but for  
 the same as with the said sum of £1200. accrued by the said last part to the  
 said Jonathan Mearns and that the same should not be redemmed or redeemed  
 until both sums were paid

Executed by Wm Mearns Clerk for common money  
 witnessed and duly & attested

15<sup>th</sup> and 16 July 1776. Indent of lease and Release made between the Rev<sup>d</sup> William Sancourt of South Suffolham in the Co. of Rutland Clerk of the one part and the S<sup>r</sup> Jonathan Marriott of the other part

Reciting that the said William Sancourt then stood indebted to the S<sup>r</sup> Jon<sup>n</sup> Marriott in the principal sum of £1300. with a great arrear of Interest & Costs on mortgage of the Messes Lands & Heres thereinafter mentioned & that the said Sancourt had agreed to convey the Equity of Redemption of the same heres unto the said Jonathan Marriott his heirs and assigns upon the trusts thereinafter mentioned

It is Witnessed that for the reasons aforesaid and to the intent & p<sup>ur</sup>pose that the S<sup>r</sup> Jon<sup>n</sup> Marriott his heirs and assigns might sell & dispose of the Messes Cott<sup>es</sup> closes Lands & premises thereinaf<sup>r</sup> ment<sup>d</sup> and intended to be thereby granted & released for the p<sup>ur</sup>poses thereinaf<sup>r</sup> expressed and declared concerning the same the said William Sancourt did grant bargain sell alien release and confirm unto the said Jon<sup>n</sup> Marriott (in his actual possession &c)

All the said lands heres & premises comprised in the said Indent of the 6<sup>th</sup> and 7<sup>th</sup> March 1767

To hold the same unto the said Jon<sup>n</sup> Marriott his heirs & assigns To the Use and behoof of the said Jon<sup>n</sup> Marriott his heirs & assigns forever nevertheless upon the trusts and to and for the uses intents & p<sup>ur</sup>poses thereinaf<sup>r</sup> ment<sup>d</sup> expressed & declared concerning the same (that is to say)

To the intent and p<sup>ur</sup>pose 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 ment<sup>d</sup> or intended to be with the appraisals unto the best purchaser or purchasers and his her or their heirs and for the best price or prices or for



upon the same manner in manner  
 that the Commission should be the intent of the law that the  
 law: Maxwell his duty and duties might not be the same as the  
 lands @ premises themselves: and intended to be they grant @ release  
 for the paper through: reported and declare concerning the same the same  
 Tenant did grant bargain all above above and contract with the said  
 Maxwell (in his actual person he)  
 All the said lands here @ premises contained in  
 the said charters of the Bishop of Durham they  
 should the same into the said law: Maxwell his duty @ assigns  
 to the use and benefit of the said law: Maxwell his duty @  
 assigns forever nevertheless upon the death and to and for the  
 use and benefit of his heirs: Maxwell his duty @ assigns  
 the same (that is to say)  
 to the intent and purpose that the said Maxwell his duty and  
 his heirs should with all consent should all convey @ dispose  
 of the said premises themselves: their lands and all @ singular  
 other the premises hereby granted @ release or made or intended  
 to be made the said Maxwell his duty his heirs or assigns or for  
 the use of money that should be had or gotten for the  
 same and by and out of the same arising by such title  
 or title out of the said lands and profits in the same premises  
 such debt or duty should in the first place satisfy pay and  
 reimburse himself all debts @ charges of the same abstracting  
 himself which he should be put into in or about the return  
 of the same return evidence — and that in the next place  
 pay and satisfy or return in his hands the first sum of

£1300. and all Interest then due or to grow due for the same being a debt due to him for the value on Mortgage of the said Premises and all his Costs and Charges attending his taking possession of the said Premises by Ejectment and of the now abstr. 9 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 apts? or might attend the said Trusts and of all other Incumbt<sup>s</sup> then affecting the same pres then

upon this further Trust that he the said Jon<sup>o</sup> Marriott sho. pay @ dispose of the clear remainder of the monies to be raised by such Sale or Sales as apts? unto the said W<sup>o</sup> Faucourt his heirs or assigns or to such person or persons as the fee simple @ inheritance of the said Premises sho. for the time being resply belong

Covenant by the said W<sup>o</sup> Faucourt that the Receipt of the said Jon<sup>o</sup> Marriott should be a sufficient discharge to the purchaser, and that the purchaser sho. not be bound to see to the application of the purchase money.

Proviso for Indemnity of Trustee and Covenant for further assurance Executed by William Faucourt @ Jon<sup>o</sup> Marriott (and) duly attested.

28<sup>th</sup> and 29<sup>th</sup> Oct<sup>r</sup> 1774 Indre of lease and Release made between the Rev<sup>o</sup> William Faucourt 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 Faucourt in person of £120. p<sup>o</sup> him by the (said) John Marriott he the said William Faucourt did grant bargain sell alien release and confirm unto the said John Marriott (with)

27924-2

Upon this further trust that he the said Jm<sup>r</sup> Brevint<sup>r</sup> sh<sup>d</sup> pay @ discharge of the clear remainder of the moneys to be received by each sale or sale as afo<sup>r</sup> made the said W<sup>m</sup> Brevint<sup>r</sup> sh<sup>d</sup> have or deliver or to such person or persons as the pt<sup>r</sup> sample @ convenience of the said Brevint<sup>r</sup> sh<sup>d</sup> for the time being really belong

Agreement by the said W<sup>m</sup> Brevint<sup>r</sup> that the Receipt of the said Jm<sup>r</sup> Brevint<sup>r</sup> should be a sufficient discharge to the purchaser, and that the purchaser sh<sup>d</sup> not be bound to see to the application of the purchase money  
 Provided for indemnity of trustee and covenant for further assurance executed by William Brevint<sup>r</sup> @ Jm<sup>r</sup> Brevint<sup>r</sup> and duly attested.

28<sup>th</sup> Nov 1794 Indes of law and Release made between the Rev<sup>d</sup> William Brevint<sup>r</sup> of Selkington in the Co. of Rutland Clerk of the Court and John Mearns of Selkington attorney for the said Jm<sup>r</sup> Brevint<sup>r</sup> that the said William Brevint<sup>r</sup> sh<sup>d</sup> have by the said John Mearns in the said William Brevint<sup>r</sup> all grants bargain and sell what all other rights and claims which he had in the said Selkington sh<sup>d</sup> and to his heirs @ assigns actual present &c) and to his heirs @ assigns  
 All these several pieces and parcels of lay and freehold ground with the appurtenances situate lying and being adjacent to the town of Selkington and other fields the premises and hereditages of Selkington sh<sup>d</sup> being adjacent to the said Jm<sup>r</sup> Brevint<sup>r</sup> & also in the town or town of Selkington sh<sup>d</sup> and to his heirs @ assigns (that is to say)

28 Nov 1794

In the Middle Field

One acre lying in the Glade James Seemey Esq. East  
and West — one Rood in Salt mear in the same field  
Edmund Seemey Esq. West Rich. Sculthorpe East.

In the Upper Field

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

In the Nether Field

One Rood in Marsh Glade John Allen North, Edw.  
Seemey, 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 Marwin his heirs  
and assigns forever.

Usual Covenants for the title.

Executed by the said William Faucourt and duly  
attested and Receipt for Conson money indorsed.

13<sup>th</sup> and 14<sup>th</sup> April 1777. Indentures of lease and Release the Release made between Jonathan Marriott  
of Badby in the County of Northampton Gent. of the 1<sup>st</sup> part John Harwood of  
Liddington in the County of Rutland yeoman and John Marwin of Liddington  
aforesaid Butcher of the 2<sup>nd</sup> part Isaac Bayley of Uppingham in the County of  
Rutland Gent. of the 3<sup>rd</sup> part and Robert Truick of Uppingham aforesaid Gent.  
of the 4<sup>th</sup> part

Reciting that the said Indentures of the 15<sup>th</sup> and 16<sup>th</sup> July 1776

And also Reciting that pursuant to the powers given in and by the  
aforesaid Indentures the said Jonathan Marriott did advertise the s<sup>d</sup> premises

One north in north state John Allen North, West

Henry, South.

Together with all and singular lands

with the appurtenances

of the said premises (except to all such indentures as did

then affect the said premises) into the said indentures has here

and assigns forever

What covenants in the title

executed by the said William Tarrant and duly

attested and receipt for money under

13th and 14th April 1777. Indentures of lease and Release the Release made between Jonathan Mearns

of Trably in the County of Northampton Esq. of the 1st part John Mearns of

Bedlington in the County of Northampton Esq. and John Mearns of Bedlington

Esq. of the 2nd part Isaac Bayley of Wymington in the County of

Northampton Esq. of the 3rd part and Robert Church of Wymington Esq. of

of the 1st part

Deciding that the said Indenture of the 13th and 14th July 1776

will also Deciding that pursuant to the former given in and by the

said Indenture the said Jonathan Mearns did advantage the said Mearns

in their close lands and premises therein comprised as is set forth in the

Indenture and that at such rate the said premises were purchased by the

said Jonathan Mearns and John Mearns for the sum of £1000 being the

most money that could be gotten for the same and that the said John

Mearns and Jonathan Mearns being desirous of declining their purchase

applied to and requested the said Isaac Bayley to accept and take the

same of the said Indenture at the price named in the same 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. Bancourt to the said Jonathan Marriott for costs and charges of the said recited Indentures of Lease and Release and in executing the said Trusts therein cont'd. the sum of £1472. 7. 6 and his costs and charges for attending taking possession of the said premises by Ejectment the sum of £12. 5. 0 making tog<sup>r</sup>. £1484. 12. 6

It is by the now abstracting Indenture witnessed that the said Jonathan Marriott in execution of the sum of £1400 to him paid by the said Isaac Bayley in full for the absolute purchase of the s<sup>d</sup>. Messuages Close Lands Heris and Premises agreed to be purchased by him and also in Conson of 10<sup>s</sup>. to the said Jonathan Marriott paid by the said Robert French the said Jonathan Marriott at the request and by the direction & appointment of the said John Warewood & John Manwin Testified as therein made in pursuance and by virtue of the powers and authorities vested & reposed in him in and by the s<sup>d</sup>. recited Indentures 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 position &c) and to his heirs

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

together with all &c

and the Reversion &c

and all the Estate &c

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

To the Use and behoof of the said Isaac Bayley and Robert French and the heirs and assigns of the s<sup>d</sup>. Isaac Bayley forever

Not as to the Estate and Interest of the said Robert French All Trust for the said Isaac Bayley his heirs & assigns

10th March 1776

Signature of Robert John Murray of Edinburgh in  
the Co. of Midlothian East of the other part

Government by the said John Murray for further assurance  
executed by all the parties duly attested and recorded  
for London necessary witness  
To the said Robert of the said John Murray and Robert  
Trust and the said John Murray for ever  
the said John Murray for the said John Murray @ Edinburgh  
incumbent and for further assurance

It shall be seen unto him the said John Murray and Robert  
Trust  
and all the estate  
and the same

of date and Release of the 15 and 16 July 1776  
All the premises contained in the said John Murray  
confirms unto the said John Murray (in his actual possession) and to his heirs  
power @ Edinburgh whatsoever did grant bargain sell release and  
in him in and by the said John Murray and Release and of all other  
in Edinburgh and by John Murray and Robert and John Murray  
@ Edinburgh of the said John Murray as therein made  
by the said Robert Trust the said John Murray at the request and by the deed  
the purchase by him and also in Edinburgh to the said John Murray and  
the absolute purchase of the said John Murray and Robert and John Murray agree  
consent of the said John Murray in full for

Reciting the Indentures of Lease and Release of the 28<sup>th</sup> and 29<sup>th</sup> days of October 1774.

And also Reciting that it appeared since the time of making & executing the said in part recited Indentures of Lease and Release (amongst other Incumbrances) there was then due and owing unto Jonathan Marriott of Badby in the City of Northampton Gent. from William Faucourt for principal Interest and Costs upon mortgage of the said Ley or Grass Ground and premises so conveyed to the said John Marwin 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<sup>r</sup> Marriott

Also Reciting that the said William Faucourt 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 Indentures of lease and Release of the 13<sup>th</sup> and 14<sup>th</sup> 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 Marwin being satisfied that the monies due to the said Isaac Bayley (by virtue of his s.<sup>o</sup> Conveyance from the said Jon<sup>r</sup> Marriott amounted to much more than the real value of the Lands & premises conveyed by the said Will. Faucourt as afo. to the said John Marwin 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 and convey the lands and premises thereafter mentioned unto



See Book

The said mortgagee...  
 larger sum of money than the real value of the premises...  
 the said mortgagee...  
 Also Reciting that the said William...  
 and conveyed the equity of redemption of the said premises...  
 As the said mortgagee...  
 has been...  
 and that the same by...  
 days of...  
 the said mortgagee...  
 And also Reciting that the said...  
 the mortgage due to the said...  
 from the said...  
 value of the said...  
 as to the said...  
 in the said mortgage...  
 consented and agreed with the said...  
 and conveyed the said...  
 the said...  
 made the said...  
 with the said mortgage...  
 and conveyed the said...  
 the said...  
 made the said...  
 in pursuance of the said...  
 with the said...  
 made the said...  
 All the premises...  
 dated of date and...  
 of date 1774.

To Hold Revenue unto His Isaac Bayley  
his heirs & assigns forever

Received by His John Marrison  
and collected and delivery of  
his in and over

*[Faint, illegible handwriting]*

3.20  
1.3  
Bayan  
1-2-19  
4-

Receipt of  
the letter and  
required.

EX 29/15+