

L A W - B O O K S

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F O L I O.

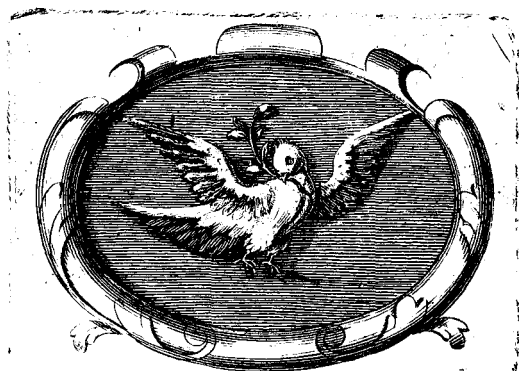
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In the SAVOY:

Printed by HENRY LINTOT, (Assignee of *Edward Sayer, Esq;*) for **John Worrall**, at the *Dove in Bell-Yard*, near *Lincoln's-Inn*. M.DCC.XLII.

T H E

P R E F A C E.

AS Conveyancing is made the peculiar Study and Practice of a few Eminent Men, it cannot be doubted but that Branch of Business has been brought to great Perfection within these few Years; and therefore Modern Precedents, so prepared and settled, must be of great Use, not only to Gentlemen of Estates, who desire to understand their own Family Settlements, but also to all Students and Practisers of the Law, who have not confined their Thoughts chiefly to this Subject. It is with this View the following Collection is published; the Whole being Printed from Original Manuscripts or Draughts, many of which were thought of such Consequence, as to be wholly drawn by
Men

Men of so great Abilities, that there needs no more to be said to recommend what came from their Hands.

A Compleat Table is added, describing not only the Substance of every Precedent, but of each particular Covenant and Provifo therein; whereby any one, with some Experience, may be enabled to prepare a new Draught, where the Circumstance of the Case differs from any Precedent in this Collection; nor has any Care or Expence been spared, to render this Work both useful and acceptable to the Publick.

Affidavits.

Affidavits.

An Affidavit that Premisses contained in a Lease which is lost, are free from Incumbrances.

WHEREAS [*recite a Lease as well as you can.*] (1.) And whereas the said A. B. hath granted and assigned all his Estate and Interest in the said Part recited, Lease and Premisses therein contained, unto H. Lord B. and forasmuch as the said original Lease is lost or mislaid, and cannot be now produced ; and to the Intent the said H. Lord B. may be satisfied that the said Lease is not mortgaged, nor the Premisses therein contained any wise incumbered, the said A. B. maketh Oath, that he this Deponent hath not mortgaged the said Lease, nor deposited the said Lease with any Person or Persons, for any Debt, Pledge, or otherwise, nor any wise incumbered the said Premisses ; neither doth he, this Deponent, know in whose Hands, Custody or Power the same Lease now is ; and in Case he, this Deponent, shall at any Time find or recover the said Lease, that then he will deliver the same whole, uncanceled and undefaced, to the said H. Lord B. or to his Steward, for his the said H. Lord B.'s Use and Benefit.

*Sworn the 10th Day of May
1734, before me,*

A. B.

J. F.

An Affidavit to prevent double Taxes.

C. B. of, &c. maketh Oath, That Sir T. W. of, &c. (2.)
Bart. hath purchased of the Right Honourable L. M. the Manor or Lordship of, &c. in the
B County

County of, &c. and all other the Manors, Lands, Tenements, Rents, Advowsons, Messuages, Parks, Demefne Lands, Tithes, and Hereditaments of the said *L. M.* within the Manors, Parishes, Towns, Villages, Precincts, or Territories of, &c. aforesaid; and this Defendant further maketh Oath, that all and singular the before-mentioned Manors and Premises are by one Indenture, bearing Date the first Day of *June* last past: And by one other Indenture of Bargain and Sale, dated the sixth Day of the said Month of *June*, (both which said Indentures are enrolled in the Honourable and High Court of Chancery) *bona fide* granted and conveyed by the said *L. M.* and his Trustees, to the said *S. E. T. W.* and his Heirs for ever.

*Sworn the 10th Day of March
1735 before me a Master
in Chancery.*

C. B.

Affidavit free from Incumbrances. By two Sisters.

- (3.) **R.** *R.* and *M. R.* both of the Parish of *St. M.* in the County of *Middlesex*, Spinsters, jointly and severally make Oath, That neither they, or either of them, have or hath, at any Time before the Day of the Date hereof, granted, bargained, sold, aliened, or otherwise conveyed, all that Messuage or Tenement called *S. T.* or the Lands or Hereditaments thereunto belonging, lying in the Parishes of *S.* and *W.* in the County of *H.* formerly purchased by *G. R.* their Father, of *Sir T. W. Bart.* and *Sir T. A. Merchant*, which now are sold and conveyed, or agreed to be sold and conveyed unto *T. W.* of, &c. But that the said Messuage or Tenement, and the Lands and Hereditaments thereto belonging, are on the Day of the Date hereof free and clear of and from all and all Manner of Grants, Bargains, Sales, Leases, Judgments, Troubles, and Incumbrances whatsoever, had, made, done, or suffered by them
- the

the said R. R. and M. R. or either of them, to any Person or Persons whatsoever.

Sworn, &c.

Conveyance is by Way of Lease and Release, therefore the Affidavit must be sworn before the Date of the Lease for a Year.

Affidavit. Vide Memorial.

Agreements.

A short Agreement that no Benefit shall be taken by Survivorship.

THIS Indenture made, &c. between T. L. of, (1.)
&c. and A. his Wife of the one Part, and J. C.
of, &c. and M. his Wife of the other Part:

Whereas, [*recite a Will, whereby the said A. and M. are made Jointenants of an Estate.*] Now this Indenture witnesseth, That for preventing Disputes and Differences that may arise by Means of Survivorship, it is hereby declared, &c. covenant only, that no Survivorship shall prejudice either of the said Parties, but that the Survivor shall stand and be seised, as to, for, and concerning the Moiety of, &c. to and for the sole Use, &c. of the Heirs and Assigns of the deceased. *In Witness, &c.*

*The Covenant
must be reci-
procal.*

An

An Agreement touching a Marriage.

Memorandum, *upon a Treaty lately had between C. T. and B. F. touching a Marriage between C. T. and A. H. Spinster, Sister of the said B. F. it is agreed as followeth:*

- (2.) **I***mprimis*, That the said C. T. in Consideration of the said intended Marriage, and of the Sum of, £. Pounds, to be paid for and as the Marriage Portion of the said A. H. by good Assurance in the Law, as by the Counsel learned in the Law of the said A. H. shall be advised, shall settle and assure all his Manors, Lands and Premises in the several Counties, of, £. mentioned in the last Particular, to the Use of himself for Life, and after his Decease, then Part thereof to be of the annual Value of, £. Pounds, and in the County of, £. to the Use of the said A. for Life, for her Jointure, and the Residue, and likewise the said Jointure Lands, after the Death of the said A. to the Use of the first, second, and every other Son and Sons, between the said C. T. and A. his intended Wife to be begotten, in Tail Male; and in Default of Issue Male between the said C. T. and A. living at the Death of A. and in Case they shall have Issue between them one or more Daughter or Daughters, then the said Jointure Lands to be charged with, £. Pounds, for her or their Portion or Portions.

Item, In Case there shall be Issue Male to take by the said Limitation, or one or more younger Child or Children, Sons or Daughters, then the said Lands, or any Part of them (except the Jointure Lands) to be charged with any Sum or Sums of Money, not exceeding in the Whole the Sum of, £. for the Portion or Portions for such younger Child or Children, in such Proportions as the said C. shall appoint; and for Want

of such Appointment, to be equally divided amongst them.

Item, That there be a Power for the said C. T. with the Consent of the Trustees to be named in such Settlement, to charge any Part of the Lands (except the Jointure Lands) with any Sum or Sums of Money not exceeding 1000 *l.* in the Whole, for Payment of Debts, or other necessary and incident Charges.

Item, A Power for the said C. T. to appoint any Part of the said Lands and Premises not to exceed 500 *l.* *per Annum*, for a Jointure of a second Wife.

Item, A Power for the said C. T. to make any Lease or Leases for Life, Lives, or Years, not exceeding three Lives, or twenty-one Years, or any other Term determinable upon one, two, or three Life or Lives, reserving the accustomed yearly Rent.

Item, The said B. H. for the Consideration aforesaid, is to pay to the said C. T. in Case the said Marriage shall take Effect; the Sum of 1000 *l.* at or upon the Day of Marriage, and making such Settlement as aforesaid for the said Portion of the said A. Which said Sum of 1000 *l.* is to go in Discharge of the Incumbrances now charged upon the said Lands and Estate. *In Witness, &c.*

A Marriage Agreement.

THIS Indenture tripartite, made, &c. between (3.)
 J. C. Sen. of, &c. and C. C. Daughter of the said
 J. C. Sen. of the first Part, R. J. of, &c. of the second
 Part, and J. C. Jun. Son of the said J. C. Sen. and, &c.
 Trustees for and on the Behalf of the said R. J. C. and
 C. C. of the third Part: Whereas a Marriage is, by God's
 Permission, intended to be shortly had and solemnized
 between the said R. J. and C. C. with whom the said
 J. C. Sen. her Father, hath agreed to give the Sum of
 2500 *l.* or *South-Sea* Stock of that Value, as and for her
 Marriage-Portion, which said Sum of 2500 *l.* so soon as

the said C. C. (who is at present an Alien) shall be naturalized, is by the said Trustees to be invested and laid out in Lands; and the said Lands, when purchased, to be settled to the Use of the said R. J. for and during the Term of his natural Life, without Impeachment of Waste, and after his Decease, to the Use of the said C. C. for her Life, and after her Decease, to the Use of the Children of the said R. J. on the Body of the said C. C. his intended Wife to be begotten; and for such Estate and Estates, and in such Proportions as the said R. J. and C. C. his intended Wife, or the Survivor of them, shall by any Deed or Writing, attested by two or more credible Witnesses, direct or appoint; and for Want of such Direction or Appointment, to the Use of all the said Children and their Heirs, they (if more than one) to take as Tenants in Common, and not as Jointenants; and for Default of such Issue, to the Use of the Survivor of them the said R. J. and C. C. and the Heirs and Assigns of such Survivor; and upon further Trust, that until such Naturalization obtained, and such Purchase made, the Interest and Proceed of the said Sum of 2500 *l.* shall be paid to the same Persons, as the Profits of the said Lands when purchased would be by the said intended Settlement to be payable; and on this further Trust, That if the said R. J. shall, before such Purchase made, die without any Issue by him on the Body of the said C. C. begotten, living at his Death, or then *in Ventre Matris*, and the said C. C. shall him survive, that then the said Sum of 2500 *l.* shall be paid to the said C. C. her Executors, Administrators, or Assigns; and if the said C. C. shall die without any Issue living at her Death, and the said R. J. shall her survive, then the said Sum of 2500 *l.* shall be paid to the said R. J. his Executors, Administrators and Assigns: Now this Indenture witnesseth, That the said J. C. Sen. as well in Performance of the said Agreement, and in Consideration of the said intended Marriage, and of the natural Love and Affection he hath and beareth to

5

the

the said C. C. his Daughter, and for making some Provision for her and the Issue of the said intended Marriage, doth covenant, promise and grant, to and with the said J. C. Jun. &c. their Executors and Administrators, That the said J. C. Sen. shall and will, on the Day of the Solemnization of the said intended Marriage between the said R. J. and C. C. well and truly pay or cause to be paid to the said J. C. Jun. &c. the Sum of 2500*l.* of, &c. or at the Election of the said R. J. transfer to the said Trustees the Value of 2500*l.* in *South-Sea* Stock, which said Sum of 2500*l.* in Money or *South-Sea* Stock in Lieu thereof is hereby by the said R. J. accepted in full for the Marriage-Portion of the said C. C. his intended Wife; and it is declared and agreed by and between the said Parties to these Presents; and the said J. C. Jun. (the rest of the Trustees) J. C. Sen. R. J. and C. C. do declare and agree, that the said Sum of 2500*l.* or *South-Sea* Stock to that Value, shall be and is to them the said J. C. Jun. &c. paid or transferred on the Trusts and Confidences, and to the Ends, Intents and Purposes herein after mentioned, declared and expressed, (that is to say) upon Trust that they the said Trustees, and the Survivors and Survivor of them, his Executors and Administrators shall, so soon as the said C. C. shall be naturalized, lay out the said Sum of 2500*l.* in the Purchase of Lands, Tenements and Hereditaments, and settle the same to the several Uses, Intents and Purposes herein before declared and expressed, with Power for the said R. J. and C. C. during their respective Lives, to make Leases of the said Lands purchased, not exceeding twenty-one Years, at Rack-Rent, and such other Powers as are usual in Marriage-Settlements: And upon further Trust, That until the said Sum of 2500*l.* shall be invested and laid out in the Purchase of Lands, to pay and apply the Interest and Produce of the said Sum of 2500*l.* and the Dividends of the said *South-Sea* Stock, to such Person and Persons as would be entitled to the Rents and Profits of
the

the Lands, if purchased and settled as aforesaid; and on this further Trust, if the said R. J. shall, before such Purchase made, die without any Issue by him on the Body of the said C. C. begotten, living at his Death, or then *in Ventre Matris*, and the said C. C. his intended Wife, shall him survive, that then and in such Case the said Sum of 2500 *l.* shall be paid to the said C. C. her Executors, Administrators or Assigns; and if the said C. C. shall die without any Issue of her Body by the said R. J. begotten, living at her Death, and the said R. J. shall her survive, then the said Sum of 2500 *l.* shall be paid to the said R. J. his Executors, Administrators and Assigns; provided always, and 'tis declared and agreed by and between all the said Parties to these Presents, that if the said Sum of 2500 *l.* shall be called in before such Settlement is made, the same shall be put out again, and be on the same Trusts herein before declared touching the same; provided also, That the Trustees, or any or either of them, shall not be answerable for one another, but each for himself and his own Acts only; nor for any Sum or Sums of Money but what they respectively actually receive, nor for any Security taken for the said Trust-Money, or any Person with whom the said Trust-Money, or any Part thereof shall be lodged for safe Custody, nor for any Agent employed about the said Trust; and that they and every of them shall and may, out of the Trust-Money, and the Interest and Produce thereof, deduct and re-imburse themselves all such Costs, Charges, Damages and Expences, they shall bear, pay, sustain, or be put unto by Reason of the Trust hereby in them reposed, or the Execution thereof, or otherwise relating thereunto: And lastly, The said R. J. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said J. C. Jun. &c. their Executors and Administrators, That it shall and may be lawful to and for them, and the Survivors and Survivor of them, his Executors and Administrators to put out the said Sum of

2500 *l.* and to manage the said Stock, and pay and apply the same, and the Interest, Produce, and Dividends thereof on the Trusts aforesaid, according to the true Intent and Meaning of these Presents, without any the lawful Let, Suit, Interruption or Disturbance, of or by the said R. J. his Executors or Administrators, or any claiming, or to claim by, from, or under him, or by his Means, Assent, Consent, Privity or Procurement. *In Witness, &c.*

An Agreement, That H. M. shall pay only so much Money as the clear Profits, deducting Out-goings, notwithstanding a Bond to the contrary.

THIS Indenture made, &c. between E. S. Widow, (4.) one of the Sisters and Heirs of R. B. Esq; deceased, of the one Part, and H. M. of the M. T. L. Esq; of the other Part: Whereas the said E. S. being seised for her Life, Remainder to her first and other Sons in Tale Male, Remainder to her Daughters in Tail Male, Remainder to the said H. M. in Fee, of and in one full Moiety of several Farms, Lands, Tenements, and Hereditaments in C. in the County of K. and the said E. S. having no Issue, the said H. M. did for 700 *l.* agree to purchase the said Moiety of the said Messuage, Lands, Tenements, and Hereditaments of the said E. S. for ninety-nine Years, if the said E. S. and H. M. should jointly so long live: And whereas by Indenture of Grant and Demise, dated the 26th of May instant, in Consideration of 700 *l.* paid by the said H. M. the said E. S. did, by Direction of the said H. M. testified by his being Party to the said Indenture, grant and demise the Moiety of the said Farm, Lands, Tenements and Hereditaments to A. B. of, &c. Gent. To hold to the said A. B. his, &c. from henceforth for the Term of ninety-nine Years, if the said E. S. and H. M. should jointly so long live, under the Rent of a Pepper-
D Corn,

Corn, in Truft for the faid *H. M.* as by the faid Indenture, Relation being thereunto had, may more fully appear; and whereas fince the Execution of the faid Indenture, the faid *H. M.* in Confideration of the Sum of 700 *l.* did agree to pay unto the faid *E. S.* during the joint Lives of the faid *E. S.* and *H. M.* the Sum of 100 *l.* a Year, by half-yearly Payments, at *Lady-day* and *Michaelmas*, Tax-free: In Performance of which Agreement the faid *H. M.* in and by his Bond or Writing obligatory, bearing equal Date herewith, ftands bound to the faid *E. S.* in the penal Sum of 700 *l.* conditioned for the Payment of 100 *l.* a Year, by half-yearly Payments at *L. D.* and *M.* during the joint Lives of the faid *H. M.* and *E. S.* as by the faid Bond, Relation being thereunto had, may more fully and at large appear; and whereas the faid *E. S.* hath agreed, that notwithstanding the faid Bond, the faid *H. M.* fhall, during the joint Lives of the faid *H. M.* and *E. S.* pay to the faid *E. S.* only fuch Sums yearly, as the neat Produce of the faid Lands fhall amount to, Taxes, Repairs, Law Charges, and other Expences being firft deducted: Now this Indenture witneffeth, That it is hereby covenanted, condescended, declared, and agreed by and between the faid Parties to thefe Presents; and the faid *E. S.* doth hereby covenant and agree, that the faid *H. M.* fhall and may, out of the faid Sum of 100 *l.* a Year, pay to her, during the joint Lives of the faid *E. S.* and *H. M.* by Virtue of the faid above recited Bond, deduct half-yearly all fuch Sum and Sums of Money as he fhall lay or pay for Taxes, Repairs and Law-Suits, and other Expences charged on, or payable out of the faid Moiety of the faid Lands, Tenements, Hereditaments and Premiffes; and that Payment of fo much Money as the faid Premiffes fhall half-yearly yield, after Deduction of fuch faid Taxes, Repairs, Law-Suits, and other Expences, fhall from Time to Time, during the joint Lives of the faid *H. M.* and *E. S.* be accepted as a full Performance of the faid Bond, and on Payment thereof

thereof, the said E. S. shall and will from Time to Time indorse an Acquittance on the said Bond, for the full half-yearly Payment therein and thereby made payable; any Thing in the said Bond contained to the contrary thereof in any wise notwithstanding. In Witness whereof the said Parties first above-named have to these present Indentures interchangeably set their Hands and Seals, the Day and Year first above written.

Agreements. Vide Articles 1. Marriage 1.

Annuity. Vide Bond 3. Condition 2. Demises 1. Release 8. Surrender 4.

Articles.

Articles of Agreement indented, had, made, concluded and agreed upon this first Day of June in the Year of our Lord GOD 1734, between S. B. of, &c. Esq; of the one Part, and B. B. of, &c. Esq; of the other Part, as follows :

I*Mprimis*, The said S. B. in Consideration of the Sum (1.) of, &c. to be paid to him by the said B. B. doth for himself, his Heirs, Executors and Administrators, covenant, promise and agree, to and with the said B. B. his Heirs, Executors and Administrators, That he the said S. B. or his Heirs, shall and will, on or before the first Day of *July* next ensuing the Date of these Presents, make out a good and legal Title, free from all and all Manner of Incumbrances, to the Manor and Farm of S. in the County of, &c. and the Farms, Lands, Tenements and Hereditaments, in the Particular hereunto annexed mentioned, by which Particular the

the said *B. B.* purchases the same, and at the Costs and Charges of the said *B. B.* grant and convey the same to the said *B. B.* his Heirs and Assigns; and further, That he the said *S. B.* shall enter into all usual and reasonable Covenants, and together with his Lady levy such Fine or Fines, and suffer such Recovery, at the Costs and Charges of the said *B. B.* as by the Counsel learned in the Law, of the said *B. B.* shall be devised or required, for perfecting and compleating the said Purchase.

Item, In Consideration thereof, the said *B. B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *J. S.* his Executors and Administrators, that he the said *B. B.* his Heirs, Executors, Administrators or Assigns, or some or one of them, shall and will, on the Execution of the said Conveyances, well and truly pay, or cause to be paid to the said *S. B.* his Executors, Administrators or Assigns, the full Sum of, &c.

And lastly, it is agreed, That the said *S. P.* shall have and receive the Rents of the said Premises which will be due at *Michaelmas* next, thereout paying the Land-Tax, and all Parochial and other Taxes which will be due at *Michaelmas* next. *Witness our Hands and Seals, dated the Day and Year first above-written.*

Articles of Agreement indented, had, made, concluded and agreed upon this first Day of July in the Year of our Lord 1736, and in the 9th Year of the Reign of, &c. between R. N. of L. Goldsmith, of the one Part, and A. F. of D. Goldsmith, of the other Part.

(2.) **W**HEREAS the said *R. N.* is possessed of a House and Shop, situate in the Parish of Saint M. in the County of *N.* for several Years yet to come; and whereas the said *R. N.* hath, for several Years now last past, used and exercised, and doth now use and

Where a Partner is admitted by an old Tradesman.

exercise, in the said Shop, the Trade of a Goldsmith or Banker, in selling Plate, receiving and keeping several Persons Money, and giving out Bills and Notes for the same, and issuing and paying thereof to the said Parties, or their Orders; and the said R. N. having a Desire as well to ease himself of the Trouble of the Attendance and Management of the whole Business of the said Trade, as for the Affection he hath and beareth to the said A. F. he the said R. N. is willing to admit and accept the said A. F. to be Partner with him in the said Trade, as to such Part of the Benefit and Advantage thereof, and on such Terms and Conditions as are herein after agreed, for the furnishing, managing and carrying on the said intended joint Trade; and for that Purpose it is agreed, that a Joint-Stock of 6000 *l.* in Money shall be advanced and made up between them the said R. N. and A. F. *viz.* by the said R. N. three Fourth Parts thereof, and by the said A. F. the other fourth Part thereof, of which said Stock the said R. N. hath accordingly advanced and paid the full Sum of 4500 *l.* and the said A. F. the Sum of 1500 *l.* being the Sum of 6000 *l.* agreed on to carry on the said Joint-Trade, and in regard some Disputes may arise relating to the present Debts and Credits of the said Trade, now managed by the said R. N. It is agreed that the Schedule hereunto annexed, entitled the Schedule of the Debts and Credits of the within named R. N. shall be accepted by the said Parties, and the neat Balance of the said Account, in the said Schedule mention'd, shall be taken as Part of the Money to be advanced by the said R. N. Now these Presents witness, that the said R. N. for the Cause aforesaid, and for the Trust and Confidence he hath and reposeth in the said A. F. hath admitted and accepted, and by these Presents doth admit and accept the said A. F. to be Partner with him in the Trade aforesaid; and the said R. N. and A. H. are to become Partners in the Trade of a Goldsmith or Banker, to be used, exercised, and carried on in the Shop

E

aforesaid,

aforesaid, on the Joint-Stock aforesaid, for the Term of seven Years, to commence and begin from the 21st Day of *July* now last past, before the Date of these Presents: Nevertheless under the Limitations, and according to and upon the Covenants, Grants, Clauses, Provisoos, Conditions, and Agreements herein after in these Presents mentioned, expressed and declared; and it is agreed by and between the said Parties to these Presents, that the said R. N. his Executors and Administrators shall, during the said Copartnership, be paid and allowed out of the Joint-Stock of the said Trade, in Consideration of and for the Use of the said Shop, the yearly Rent of 10 *l.* to be deducted and paid out of the said Joint-Stock, by even and equal Portions: And also the said R. N. is to be allowed and paid out of the said Joint-Stock, one Fourth Part of all Journey-men's Wages, and one Fourth Part of their Diet and Lodging; and it is agreed by and between the said Parties to these Presents, That the said R. N. his Executors, Administrators and Assigns, shall have, receive and enjoy, to his and their own proper Use and Uses, three full fourth Parts (the Whole into four equal Parts to be divided) of all the clear and neat Profits, Produce, Benefit and Advantage, which from Time to Time during the said Copartnership shall arise, accrue, or be made or gotten by the Management of the said Joint-Trade, or the Increase or Improvement of the Joint-Stock thereof, and that the said A. F. his Executors, Administrators or Assigns, shall have, receive and enjoy, to his own proper Use, the other fourth Part of the said clear and neat Produce, Profit, Benefit and Advantage, which from Time to Time, during the Continuance of the said Copartnership, shall arise, accrue, or be made or gotten by the Management of the said Joint-Trade, or the Increase or Improvement of the said Joint-Stock thereof; and the said A. F. for himself, his Executors and Administrators, doth covenant, promise and grant, to and with the said R. N. his Executors and Administrators,

tors, by these Presents, That he the said *A. F.* shall and will, from Time to Time, during the Continuance of the said Copartnership, use his utmost Endeavour, Skill, and Diligence, to manage the Affairs of the said Joint-Trade, and to increase and improve the Joint-Stock thereof, to the best Advantage: And it is agreed by and between the said Parties to these Presents, That all such Monies belonging to the said Joint-Stock, and Trade, and the Increase and Produce of the said Joint-Stock as shall be received by either of the said Parties to these Presents, during the Continuance of the said Partnership, shall be from Time to Time paid and brought into the said Joint-Stock, and that all Taxes, Parish-Duties, Payments, Impositions, Servants Wages used in carrying on the said Trade; and all Debts, Losses by bad Debts, and Charges whatsoever, which arise or be contracted, made, or owing, or grow, or become due to be paid by Reason of the said Joint-Trade, or the Management thereof, shall be, during the said Partnership, born, paid, sustained, and defrayed out of the said Joint-Stock, and be deducted and satisfied before any Dividend, according to the said Party's Interest therein, (that is to say) three Parts thereof by the said *R. N.* and one Fourth Part thereof by the said *A. F.* and further, that neither of the said Parties, without the Consent of the other of them first had in Writing, shall become bound or Bail for any Person whatsoever, during the said Partnership; and further, that the said *A. F.* shall not, without the Consent of the said *R. N.* first had and obtained in Writing, lend to any Person any Sum exceeding 50*l.* And it is further agreed by and between the said Parties to these Presents, That all and every the Books of Account touching the said Joint-Trade shall be kept in the said Shop, and that once in every Year, *viz.* sometime in the Month of *Aug.* during the Continuance of the said Partnership, a general, full and perfect Account shall be stated, adjusted and made up, between the said Parties to these Presents, of all Matters
and

and Things touching the said Partnership ; and after the same shall be made up, adjusted, and fairly entred in Books for that Purpose, and signed by the said Parties, and Duplicates shall be then also made and signed by the said Parties, and one Part thereof delivered to each of them, which Duplicates shall contain a full Account of the Stock, Debts and Credits of the said Partnership ; and it is agreed, that after the said annual Account is made up, each of the said Parties shall and may deduct and take out of the Profit, neat Produce and Increase of the said Trade, such Sum and Sums of Money, as shall be mutually agreed upon by and between the said Parties to these Presents ; and it is hereby further agreed that no Advantage of Survivorship shall be taken by the said Parties, but that on the Death of either of them, the Executors or Administrators of the Party so dying, giving Security to the Survivor to indemnify him, shall and may receive the Share or Interest in the said Joint-Stock of the Party so dying ; provided always, and it is hereby declared and agreed, by and between the said Parties to these Presents, that the said *A. F.* shall not at any Time hereafter, during the Continuance of this present Partnership, or by Virtue thereof, have any Power, Liberty, or Authority, or shall he any wise turn away or discharge any Journeyman, or other Servant imployed, or to be hereafter imployed in the said Joint-Trade, without the Consent of the said *R. N.* first had in Writing ; provided further, and it is consented and agreed to by the said *A. F.* That if the said *R. N.* shall be desirous and minded to determine and dissolve this present Partnership, (which however is in all Events to continue for the Space of two Years, from the 21st Day of *July* aforesaid) That then and in such Case, it shall and may be lawful to and for the said *R. N.* at the End of the said two Years, and upon his giving first a Year's Notice in Writing to the said *A. F.* to determine and make void this present Partnership ; and that on that Day Twelve-Months after such Notice

2

given

given to the said *A. F.* the said Partnership and Joint-Trade shall cease, determine, and be utterly void and of no Effect; any Thing herein contained to the contrary thereof in any wise notwithstanding: And lastly, It is hereby declared and agreed, by and between the said Parties to these Presents, That at the End of the said Partnership, either by Effluetion of Time, or by such Notice given to the said *A. F.* by the said *R. N.* pursuant to the above-written *Proviso*, a just and fair Account shall be taken and made up between the said Parties of the said Joint-Stock of 6000 *l.* and the Produce, Profit, and Proceed thereof, and of all other Matters and Things relating to the said Joint-Stock and Trade, and of all Losses, Bad Debts, Charges and Deductions, and the neat and clear Produce of the said Joint-Stock and Trade shall be divided into four equal Parts or Shares, three Fourth Parts whereof shall belong to, be had, received, and disposed by the said *R. N.* and the remaining fourth Part thereof by the said *A. F.* And also that the said Parties shall then give each other such Releases, and enter into such Bonds for each other's mutual Indemnity, and take such Measures by Letter of Attorney, to get in the Debts standing out, and execute such other Deeds and other Agreements, and do such other Acts as are usual and reasonable between Partners, on the Determination of a Co-partnership. *In Witness, &c.*

Provided further, and it is agreed and consented to by the said *A. F.* That if the said *R. N.* shall be desirous and minded to determine this present Partnership, that it shall and may be lawful to and for the said *R. N.* at any Time hereafter within the said Space of seven Years, at his Will and Pleasure, giving first a Year's Notice in Writing to the said *A. F.* to determine and make void this present Partnership.

*This may, as
Occasion offers,
come in or be
inserted in the
Room of the
second Pro-
viso.*

Articles of Agreement indented, made, concluded and agreed upon the first Day of July, &c. Between G. S. of, &c. of the one Part, and R. M. of, &c. Merchant, of the other Part; (That is to say):

- (3.) **I**N Consideration of a Marriage, by the Grace of GOD, intended to be shortly had and solemnized between the said R. H. of the one Part, and M. S. youngest Daughter of the said G. S. of the other Part; and of the Sum of 2000 l. of, &c. to him the said R. H. at and before the Execution and Delivery of these Presents by the said G. S. in Hand paid, or secured to be paid by the said G. S. for the Marriage-Portion of the said M. S. the Receipt, &c. he the said R. H. doth, for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, covenant, promise and grant, to and with the said G. S. his Executors and Administrators by these Presents, That he the said R. H. shall and will by Deed or Deeds executed in his Lifetime, or by his Last Will and Testament in Writing, well and sufficiently convey, settle, or bequeath unto, or upon or to the Use of the said M. S. in Case she shall happen to survive him the said R. H. one full third Part of all such Goods or Chattels, both real and personal, as he the said R. H. or any other Person or Persons, to his Use, or in Trust for him, shall have at the Time of his Death.

And also one full third Part (in three equal Parts to be divided) of all such Debts, as at the Time of the Death of the said R. H. shall be owing unto him the said R. H. or unto any Person or Persons in Trust for him.

And further also, That he the said R. H. shall and will also by Deed or Deeds executed in his Life-time, or by his Last Will and Testament in Writing, or

otherwise, well and sufficiently convey and assure, or cause to be conveyed and assured, or devise unto her the said *M. S.* or to her Use, for and during the Term of her natural Life, one full third Part of all such Lands, Tenements and Hereditaments, whereof he the said *R. H.* or any other Person or Persons in Trust for him, or to his Use, shall at any Time, during the intended Coverture between him and the said *M. S.* stand and be seised of any Estate of Inheritance, unless it be in Case of Mortgages made to or in Trust for the said *R. H.* which shall be redeemed, and the Monies thereupon due, paid in before his Death.

And further also, That she the said *M. S.* in Case she shall happen to survive the said *R. H.* shall and may, by Force and Virtue of such lawful Assignment, Gift or Bequest, or other lawful Ways and Means, procured, made, executed, or done by the said *R. H.* in his Lifetime, have and enjoy all and every such further and other Advantages and Emoluments whatsoever, out of, and by the Estate of the said *R. H.* her intended Husband, or the Value thereof, as by any Law, Usage, or Custom of the City of *London*, or otherwise, she might or ought to have, if the said *R. H.* now were, or at the Time of his Decease shall be a Citizen of the City of *London*; These Presents, or any Thing herein contained to the contrary thereof in any wise notwithstanding. *In Witness whereof, &c.*

Assignment.

Assignment.

An Assignment of a Bond by Indorsement.

(1.) **K** NOW all Men by these Presents, That I the within named *A. B.* for and in Consideration of 100 *l.* of lawful Money of *Great Britain* to me in Hand paid by *C. D.* of *E.* in the County of *D.* Gent. at or before the Ensealing and Delivery of these Presents, the Receipt whereof I do hereby acknowledge, have granted, bargained, sold, assigned, and set over, and by these Presents do grant, bargain, sell, assign, and set over unto the said *C. D.* his Executors, Administrators and Assigns, the within written Bond or Obligation and Condition, and the Sum of 98 *l.* mentioned in the said Condition, and all Interest due and to grow due for the same, and all my Right, Title, Interest, Claim and Demand whatsoever, of, in, and to the same; and I do authorize the said *C. D.* in my Name, to demand, sue for, receive, have, hold, and enjoy the said Sum of ninety-eight Pounds and Interest, to his own Use and Behoof for ever. In Witness whereof I the said *A. B.* have hereunto set my Hand and Seal, this tenth Day of *October* in the tenth Year of the Reign of our Sovereign Lord *George*, by the Grace of GOD, of *Great Britain, France, and Ireland* King, Defender of the Faith, &c. and in the Year of our Lord GOD one Thousand seven Hundred thirty and six.

An Assignment of a Residue of two Terms, viz. 500 Years and 999 Years, by the Mortgagee, by the Direction of the Mortgagor and Nomination of the Purchasers, to a fourth Person. In Trust to attend the Inheritance.

THIS Indenture quadripartite made, &c. be- (2.)
 tween A. C. of, &c. of the first Part, the Re- A. C. having the Residue of a Term of 500 Years, for 400 l. vested in her, and a Term of 999 Years granted to her, Assigns the Residue of both Terms.
 verend R. L. of, &c. and L. his Wife, of the second
 Part, the Right Honourable C. Earl of, &c. and, &c.
 Executors, &c. of the third Part, and P. J. of, &c.
 of the fourth Part: Whereas in and by Indentures of
 Lease and Release, bearing Date respectively, the, &c.
 and, &c. Days of, &c. The Release being tripartite,
 and made between the said L. by her then Name and
 Addition of L. K. of, &c. Widow, Relict and Devisee
 of T. K. her late Husband deceased, of the first Part;
 the Honourable J. S. Brother and Heir of the Honour-
 able T. S. then late of the Parish of, &c. in the County
 of, &c. deceased, Esq; and also sole Executor of the Last
 Will and Testament of the said T. S. of the second Part,
 and R. E. of, &c. of the third Part, all that Messuage
 or Tenement, with the Appurtenances in, &c. aforesaid,
 with twelve Cottages thereunto belonging, containing, &c.
 Acres more or less, and all those, &c. were limited in
 Use to R. E. his Executors, Administrators and Assigns,
 for the Term of 500 Years, without Impeachment of
 Waste, redeemable on Payment of, &c. and Interest at
 such Days and Times as therein is mentioned; and af-
 ter the End, Expiration, or other sooner Determination
 of the said Term of 500 Years, to the only Use and
 Behoof of the said L. K. her Heirs and Assigns for ever;
 and whereas the said Premises are since vested in the
 said A. C. for the Residue of the said Term of 500
 Years; and the said R. L. hath intermarried with the
 said L. K. And whereas by Indenture bearing Date,
 G &c.

ſc. and made between the ſaid R. L. of the one Part, and the ſaid A. C. of the other Part ; the ſaid R. L. in Conſideration of, ſc. to him in Hand paid by the ſaid A. C. did grant and demiſe unto the ſaid A. C. her Executors, Adminiſtrators and Aſſigns, all that Meſſuage, ſc. all which are ſituate, lying and being, ſc. with all and ſingular the Appurtenances, to hold to the ſaid A. C. her Executors, Adminiſtrators and Aſſigns, for the Term of 999 Years, without Impeachment of Waſte ; and whereas the ſaid R. L. hath paid off and diſcharged the ſeveral Mortgage Debts of, ſc. and, ſc. and all Intereſt due for the ſame ; and whereas the ſaid C. Earl of, ſc. and, ſc. have, purſuant to an Order of the High Court of Chancery, purchaſed of the ſaid R. L. and L. his Wife, together with the Manor of, ſc. and all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments, and Premiffes in the ſaid herein before recited Indentures of Leaſe and Release, and Indenture of Demiſe contained, for the Sum of, ſc. Now this Indenture witneſſeth, That for and in Conſideration of the Sum of ten Shillings of, ſc. to the ſaid A. C. in Hand paid by the ſaid P. J. at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for divers other good Cauſes and Conſiderations hereunto eſpecially moving, ſhe the ſaid A. C. hath bargained, fold, aſſigned and ſet over ; and the ſaid R. L. and L. his Wife, have, and each of them hath ratified and confirmed, and by theſe Preſents, ſhe the ſaid A. C. doth, by the Direction and Appointment of the ſaid R. L. and L. his Wife, and at the Nomination of the ſaid C. Earl of, ſc. and, ſc. teſtified by their being Parties to, and Signing and Sealing theſe Preſents, bargain, ſell, aſſign, and ſet over ; and the ſaid R. L. and L. his Wife do, and each doth ratify and confirm, unto the ſaid P. J. his Executors, Adminiſtrators and Aſſigns, all and every the ſaid Meſſuages or Tenements, Lands, Cottages, Hereditaments, and Premiffes herein before recited or mentioned to be veſted in the
ſaid

faid *A. C.* for the Residue of the faid Term of 500 Years; and also all that the faid Messuage or Tenement, with the faid, &c. thereunto belonging, and all and singular Cottages, Lands, Tenements, Hereditaments, and Premisses to her the faid *A. C.* granted and demised, for the faid Term of 999 Years, as aforesaid, with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the faid Premisses; and all the Estate, Right, Title, Interest, Term of Years, Property, Claim and Demand whatsoever, of her the faid *A. C.* in and to the same, to have and to hold all and singular the faid Premisses herein before mentioned to be hereby assigned, or intended to be assigned, with their and every of their Appurtenances, unto the faid *P. J.* his Executors, Administrators and Assigns, from henceforth for and during all the Rest, Residue, and Remainder of the faid several and respective Terms of 500 Years, and 999 Years yet to come and unexpired; in Trust for the faid *C. E.* of, &c. and, &c. and their Heirs and Assigns, and to attend and wait upon the Reversion and Inheritance of the faid Premisses so by them purchased as aforesaid; and the faid *A. C.* for herself, her Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the faid *P. J.* his Executors and Administrators, by these Presents, that she the faid *A. C.* hath not at any Time heretofore done any Act, Matter or Thing, whereby, or by Means whereof the faid Messuages or Tenements, Lands, Hereditaments, and Premisses herein before-mentioned to be hereby assigned, or any Part thereof, is, are, or may be impeached or incumbered in Title, Charge, Estate, or otherwise howsoever. *In Witness* whereof the faid Parties first above named have hereunto respectively set their Hands and Seals, the Day and Year first above written.

Let all the Parties execute.

AN

An *Assignment* of a Bond.

A. *assigned it to B. and now B. assigns it to C. So this is an Assignment of an Assignment.*

- (3.) **T**HIS Indenture made, *Uc.* between *T. H.* of, *Uc.* of the one Part, and *C. B.* of, *Uc.* of the other Part : Whereas in and by one Bond or Writing obligatory, bearing Date the 12 Day of *July*, *Anno Domini* One, *Uc.* *T. J.* of, *Uc.* and *E. J.* of the same Place, Spinster, are and stand jointly and severally bound unto *T. H.* of *T. Uc.* in the Penal Sum of 700 *l.* of lawful Money of *Great Britain*, conditioned for the Payment of 350 *l.* with Intérest for the same, unto the said *T. H.* his Executors, Administrators or Assigns, at or upon the 12th Day of *October* then next following, as by the said Bond, Relation being thereunto had, may more fully appear. And whereas by Indenture bearing Date the 12th Day of *July*, *Anno Dom.* one Thousand seven Hundred and thirty-six, the said *T. H.* for the Consideration therein mentioned, did grant, assign, and set over unto the said *T. H.* the said Bond, and all Sum and Sums of Money due and payable unto him the said *T. H.* upon or by Virtue of the said Obligation or Condition, with full Power and Authority to sue for and recover the same, as in and by the said Indenture, Relation being thereunto had, may more at large appear : Now this Indenture witnesseth, That the said *T. H.* for and in Consideration of the Sum of of lawful Money of *Great Britain*, to him in Hand paid by the said *C. B.* at and before the Enfealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations hereunto especially moving, hath granted, assigned and set over, and by these Presents doth fully, clearly, and absolutely grant, assign, and set over unto the said *C. B.* his Executors, Administrators and Assigns, the said Bond and
- Indenture,

Indenture, and all such Sum and Sums of Money as are now, or shall hereafter grow due and payable by Virtue thereof, to have, perceive, receive and enjoy the same, and all Profit, Benefit, and Advantage, which may thereby arise unto the said C. B. his Executors, Administrators and Assigns, together with full Power to sue for and recover the Money thereon due; and the said C. B. doth for himself, his Heirs, Executors and Administrators, covenant, promise, grant and agree, to and with the said T. H. his Executors, Administrators or Assigns, That the said C. B. his Executors, Administrators or Assigns, shall and will indemnify, save and keep harmless the said T. H. his Executors and Administrators, of and from all Costs, Suits, Troubles and Expences, that he or they may be put unto, for or by reason of the assigning of the said Bond, or for or by Reason of any Covenant, given by the said T. H. to the said T. H. in the said recited Assignment, or for or by Reason of any Suit to be commenced against the said T. J. and E. J. or either of them, their Heirs, Executors, or Administrators, upon the said Bond or Obligation, or any Matter or Thing relating thereunto. *In Witness* whereof the said Parties first above-named have to these Present Indentures interchangeably set their Hands and Seals the Day and Year first above written.

An Assignment of a Bond as a Security for a Debt.

TO all to whom these Presents shall come, B. R. of, (4.)
 Esq. sendeth Greeting: Whereas the said B. R. hath taken up and borrowed of B. N. of, Esq; the Sum of 25 *l.* And whereas J. H. Esq; Son and Heir apparent of B. H. of the Parish of St. J. W. in the County of W. Esq; together with C. H. Gent. his Brother, in and by one Bond or Obligation, bearing Date the 16th Day of *July*, which was in the Year of our Lord, 1700. are and stand jointly and severally bound unto the

H

said

faid B. R. in the penal Sum of 50 *l.* of lawful Money of *Great Britain*, conditioned for the true Payment of 25 *l.* with Interest for the same, at 6 *l. per Cent.* on the first Day of *February* then next ensuing, as in and by the faid recited Obligation and Condition, Relation being thereunto had, may more fully appear: Now know ye, That the faid B. R. in Consideration of the faid Sum of 25 *l.* so borrowed as aforesaid; and for the better securing the Repayment of the same, as herein after is mentioned, unto the faid B. N. his Executors, Administrators or Assigns, hath granted, assigned and set over, and by these Presents doth grant, assign, and set over unto the faid B. N. his Executors, Administrators and Assigns, the faid recited Bond or Obligation, and all and every Sum and Sums of Money thereupon due, and to become due, and all his Right, Title, Interest, Property, Claim and Demand, of, in, and to the same; to have, hold, perceive, receive, take and enjoy the faid Monies thereupon due, and which shall become due, and all the Benefit and Advantage thereof and therein, unto the faid B. N. his Executors, Administrators and Assigns, to his and their own Use and Behoof; and the faid B. R. for himself, his Heirs, Executors and Administrators, covenants, promises and grants, to and with the faid B. N. his Executors, Administrators and Assigns, by these Presents, That he the faid B. R. his Executors or Administrators or some or one of them, shall and will well and truly pay, or cause to be paid, unto the faid B. N. his Executors, Administrators or Assigns, the faid Sum of 25 *l.* at or upon the first Day of *July* next ensuing the Date of these Presents, without any Deduction, Defalcation, or Abatement of or for any Manner of Taxes, Charges, Assessments, or Impositions already taxed, charged, assessed, or imposed, or hereafter to be taxed, charged, assessed or imposed by Authority of Parliament, or by any other Power or Authority whatsoever. *In Witness, &c.*

An Assignment of a Term to attend the Inheritance, by an Administratrix of a surviving Trust, by the Direction and Appointment of the Vendor, testified by his being a Party to the same, to G. H. Earl of L. in Trust for H. Lord T. & al'.

By Indorsement.

TO all to whom these Presents shall come, the (5.)
 within named J. Lord W. and A. G. Widow, Relict and Administratrix of the within-named F. G. send Greeting: Whereas the within named T. T. is dead, whereby the within named F. G. became sole possessed of the within mentioned Term of 1000 Years by Survivorship; and whereas the said F. G. is since also dead Intestate, and the said A. G. has taken Administration to him out of the Prerogative Court of *Canterbury*, whereby, and by Means whereof the within mentioned Manors, Lands, Tenements, and Hereditaments are legally vested in the said A. G. for the Residue of the said Term of 1000 Years within mentioned: Now know ye, that the said A. G. in Consideration of the Sum of 10 s. to her in Hand paid by the Right Honourable G. H. Earl of L. the Receipt whereof is hereby acknowledged; and for divers other good Causes and Considerations, she the said A. G. hereunto moving, she the said A. G. (at the Request, and by the Direction of the said J. Lord W. testified by his being Party to, and Signing and Sealing these Presents) hath assigned, set over, and transferred, and by these Presents doth assign, set over, and transfer unto the said G. H. Earl of L. his Executors, Administrators and Assigns, all and singular the within mentioned Manors, Lands, Messuages, Tenements and Hereditaments, with their and every of their Rights, Members and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises,

misses, and all the Estate, Right, Title, Interest, Term and Terms for Years, Property, Claim, and Demand of her the said A. G. of, in, and to the same, to have and to hold the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, with their and every of their Appurtenances, unto the said G. H. Earl of L. his Executors, Administrators and Assigns, from henceforth, for and during all the Rest, Residue and Remainder of the said Term of 1000 Years now to come and unexpired, without Impeachment of Waste, upon Trust for the Right Honourable H. Lord T. and H. C. of, &c. to whom the Inheritance of the Manors, Lands, Tenements and Hereditaments in the within written Indenture comprised, are conveyed, or intended to be conveyed, by Indentures of Lease and Release; the Lease bearing Date the Day next before the Date of these Presents; and the Release being tripartite, bearing equal Date herewith, and made or mentioned to be made between the said J. Lord W. of the first Part, the Right Honourable G. H. Earl of L. the said H. Lord T. the said H. C. and J. H. of, &c. of the second Part, and F. C. of, &c. of the third Part. *In Witness, &c.*

An Assignment of a Mortgage Term to attend the Inheritance.

(6.) **T**HIS Indenture tripartite made, &c. between *Executor of the Mortgagee of the first Part, the Person who has purchased the Inheritance of the second Part, and his Trustee of the third Part.* W. H. of, &c. sole Executor of the Last Will and Testament of W. H. late of, &c. his late Uncle deceased, and also Residuary Legatee named in the said Will of the first Part, Sir J. S. of, &c. of the second Part, and J. W. of, &c. (being a Person nominated and appointed, by and in Trust for the said Sir J. S.) of the third Part: Whereas by Indentures of Demise or Mortgage, bearing Date, &c. and made or mentioned to be made, between C. G. (since Sir C. G. of, &c. A. G. of, &c. and W. G. of, &c. the Sons and Daugh-

ter

ter of Sir M. G. late of, *ſc.* Bart. deceased, of the one Part, and W. H. of, *ſc.* since deceased, of the other Part; it is by the said Indenture witnessed, That the said C. G. since Sir C. G. and A. G. for and in Consideration of the Sum of, *ſc.* in Hand to the said Sir C. G. and A. G. by the said W. H. at, and before the Ensealing and Delivery of the said Indenture, the Receipt whereof is thereby acknowledged, they and each of them did grant, bargain and sell unto the said W. H. his Executors, Administrators, and Assigns, all that, *ſc.* and the Reversion and Reversions, *ſc.* and all the full and whole Estate, *ſc.* of them the said C. G. (since Sir C. G.) A. G. and W. G. or either of them, of, in, and to the Premises aforesaid, or any Part thereof; and all Rent and Rents, and other yearly Profits due, or payable for the said Premises, or any Part thereof, and all Deeds, *ſc.* to hold all and singular the said granted Premises, with the Appurtenances whatsoever, unto the said W. H. his Executors, Administrators and Assigns, without Impeachment of Waste, from the Feast of, *ſc.* for and during, *ſc.* fully to be compleat and ended, at and under the yearly Rent of, *ſc.* payable upon the Feast-Day of, *ſc.* during the said Term thereby demised, and under a Proviso or Condition nevertheless, That if the said C. G. (afterwards Sir C. G.) and A. G. or either of them, their or either of their Heirs, Executors, Administrators or Assigns, should and did well and truly pay, or cause to be paid unto, *ſc.* the full Sum of, *ſc.* at the Days and Times, and in Manner and Form, in and by the said Proviso appointed, That then and in such Case, he the said W. H. deceased, *ſc.* as in and by the said recited Indenture, Relation, *ſc.* may appear; and whereas by one other Indenture bearing Date, *ſc.* and made, *ſc.* between the said C. G. by the Name and Addition of Sir C. G. of, *ſc.* Knt. A. G. and W. G. of the one Part, and the said W. H. (since deceased) of the other Part, reciting as is herein before recited; and reciting further, that the

Note; The Mortgagors were both dead before the Assignment, but had first conveyed the Inheritance to the said Sir J. S.

Days and Times in and by the aforesaid Proviso appointed for Payment of the aforesaid Sum of, &c. was then long since past, and further also reciting that the said *W. H.* (since deceased) had agreed, That they the said *Sir C. G.* and *A. G.* should and might continue in their Hands, at Interest, the aforesaid Sum of ——— Principal Money before expressed, for and during the Term of one whole Year, from the Day of the Date of the said last Indenture; and further reciting that over and above the said Sum of ——— Principal Money, he the said *W. H.* (since deceased) at the Instance and Request of the said *Sir C. G.* and *A. G.* the further Sum of 300*l.* upon the Security of the before recited Premises, all Interest being paid to the Day of the Date of the said last Indenture, the Receipt and Payment whereof is thereby acknowledged, the said Principal Money then amounting to the Sum of ——— It is by the said last Indenture witnessed, That they the said *Sir C. G.* and *A. G.* in Consideration of the Premises, and for divers other good Causes and Considerations them thereunto moving, they the said *Sir C. G.* and *A. G.* and each of them, did ratify and confirm unto the said *W. H.* since deceased, his Executors, Administrators and Assigns, all the aforesaid Messuages or Tenements, Lands and Premises, with the Appurtenances whatsoever, in the before recited Indenture mentioned and contained, for and during the Rest and Residue of the aforesaid Term of 1000 Years then to come and unexpired; and the said *Sir C. G.* and *A. G.* for the Consideration aforesaid, they and each of them did remise, release, and for ever quit-claim unto the said *W. H.* since deceased, his Executors, Administrators and Assigns, the Proviso or Condition in the afore recited Indenture contained, or otherwise howsoever; and all and all Manner of Actions and Suits, both at Law and in Equity, and Demands whatsoever, touching or concerning the same, under a Proviso nevertheless in the said last Indenture contained; and it was thereby concluded and

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agreed, by and between the Parties to the same; and the said *W. H.* (since deceased) for himself, his Executors, Administrators and Assigns, and for every of them, did covenant, promise and grant, to and with the said Sir *C. G.* and *A. G.* their Heirs and Assigns, That if they the said Sir *C. G.* and *A. G.* their Heirs, Executors, Administrators or Assigns, did and should well and truly pay, or cause to be paid unto the said *W. H.* (since deceased) his Executors, Administrators or Assigns, the full Sum of, *£c.* at the Days and Times, and in Manner and Form, in and by the said Proviso appointed for the Payment thereof, that then the said *W. H.* his Executors, Administrators and Assigns, should and would, after full Payment and Satisfaction of the said Sum of, *£c.* should be made to him or them, in Case the same should be paid according to the true Intent and Meaning before expressed, at and upon the reasonable Request, and at the proper Costs and Charges of them the said Sir *C. G.* and *A. G.* their Heirs and Assigns, surrender to them the said Sir *C. G.* and *A. G.* their Heirs and Assigns, or otherwise assign and convey to such Person and Persons as they should name or appoint, the said Term and Estate of and in the Premises aforesaid, with the Appurtenances, discharged of all Incumbrances then before had, made, committed or done by the said *W. H.* (since deceased) his Executors, Administrators or Assigns, as in and by the said last recited Indenture, Relation, *£c.* may appear; and whereas Default was made in Payment of the said Sum of, *£c.* contrary to and in Breach of the said last recited Proviso, whereby the Estate and Interest of the said *W. H.* of and in the aforesaid recited Premises became absolute in Law, for and during the Rest and Residue of the said Term therein then to come and unexpired; and whereas the said *W. H.* Party to the said recited Indentures, is since deceased, having first made his Last Will and Testament in Writing, bearing Date, *£c.* and thereof made and appointed the said *W. H.* his Nephew, Party to
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these Presents, sole Executor and Residuary Legatee, who hath since proved the same in the proper Ecclesiastical Court, and taken upon himself the Burthen and Execution thereof, as in and by the said Will and Probate thereof, Relation being thereunto had, may appear; by Virtue whereof the Estate and Interest of the said *W. H.* deceased, of and in the afore recited Premises, is legally come to and vested in the said *W. H.* Party to these Presents, his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of 1000 Years, in and by the said first recited Indenture of Demise granted, and in and by the said last recited Indenture ratified and confirmed, therein now to come and unexpired; and whereas there is now due and owing on the afore recited Securities for Principal and Interest, the Sum of ——— And whereas the said Sir *C. G.* and *A. G.* are both also deceased, having first conveyed and assured the Fee-simple and Inheritance (*inter alia*) of all and singular the afore recited Premises, unto the said Sir *J. S.* his Heirs and Assigns: Now this Indenture witnesseth, That the said *W. H.* Party to these Presents, for and in Consideration of the Sum of, *£c.* of lawful Money of *Great Britain*, to him the said *W. H.* in Hand paid by the said Sir *J. S.* at or before the Ensealing and Delivery of these Presents, in full of all Principal and Interest Monies due on the said recited Security, the Receipt and Payment whereof the said *W. H.* doth hereby acknowledge, and thereof, and of every Part and Parcel thereof, acquit and discharge the said Sir *J. S.* his Heirs, Executors, Administrators, and Assigns, and every of them by these Presents, and also for and in Consideration of the Sum of five Shillings of like lawful Money to him the said *W. H.* Party to these Presents, in Hand also paid by the said ——— by the Direction and Appointment of the said Sir *J. S.* testified by his being Party to and executing these Presents, at or before the Ensealing and Delivery of these Presents, the Receipt whereof the said *W. H.* doth hereby

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acknowledge, he the said *W. H.* Party hereto, at the Nomination of the said Sir *J. S.* testified, as aforesaid, hath bargained, sold, assigned, transferred, and set over; and the said Sir *J. S.* hath ratified and confirmed, and by these Presents the said *W. H.* (Party, &c.) doth bargain, sell, assign, transfer, and set over, and the said Sir *J. S.* doth ratify and confirm unto the said — his Executors, Administrators and Assigns, all and singular the said Messuage or Tenement, &c. and all and singular other the Premises in and by the said recited Indenture of Demise mentioned to be demised and granted, and in and by the said last recited Indenture ratified and confirmed unto the said *W. H.* deceased, his Executors; Administrators and Assigns, with their and every of their Appurtenances; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises; and all the Estate, Right, Title, Interest, Use, Trust, Property, Claim and Demand whatsoever, either in Law or Equity of him the said *W. H.* Party to these Presents, by Virtue of the Last Will and Testament of the said *W. H.* his said late Uncle deceased, and the aforesaid several recited Indentures of Demise or Mortgage and Ratification thereof, together with the said recited Indenture of Demise, or Mortgage, and recited Indenture of Ratification thereof themselves, and together also with all other Deeds, Writings, and Evidences whatsoever, touching and concerning the afore recited Premises, which he the said *W. H.* Party to these Presents hath in his Custody or Power, as Executor to the said *W. H.* his late Uncle; deceased, or otherwise, or can come by, without Suit in Law or Equity, to have and to hold the said Messuage or Tenement, &c. and all and singular other the Premises in and by the said recited Indenture of Demise mentioned to be granted, bargained and sold, and in and by the said last recited Indenture ratified and confirmed unto the said — his Executors, Administrators and Assigns, from hence-

forth, for and during all the Rest, Residue and Remainder of the said Term of 1000 Years, in and by the said recited Indenture of Demise granted, bargained and sold, and by the last recited Indenture ratified and confirmed, and which are therein yet to come and unexpired, in as full and ample Manner and Form, to all Intents and Purposes, as he the said *W. H.* Party hereto might, could, should, or ought to have held and enjoyed the same Premises, by Virtue of the Last Will and Testament of the said *W. H.* his said late Uncle deceased, or otherwise howsoever: In Trust nevertheless for the said Sir *J. S.* his Heirs and Assigns, and to be conveyed and disposed of as he the said Sir *J. S.* his Heirs and Assigns shall direct or appoint, and in the mean Time, and until such Direction and Appointment to attend and wait upon the Freehold and Inheritance of the said Premises (*inter alia*) so conveyed and assured to the said Sir *J. S.* his Heirs and Assigns, by the said Sir *O. G.* and *A. G.* as aforesaid, and to protect the same from *mesne* Incumbrances; and the said *W. H.* (Party, &c.) for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and agree, to and with the said ——— his Executors, Administrators and Assigns, by these Presents, That neither he the said *W. H.* deceased, in his Life-time, or he the said *W. H.* (Party, &c.) since his Decease, have or hath done, committed, or wittingly or willingly suffered any Act, Matter, or Thing whatsoever, whereby, or by Means whereof the said several recited Indentures of Demise or Mortgage, and the Ratification thereof, or either of them, or the said Messuage or Tenement, &c. and all and singular other the Premises herein before recited, or any Part or Parcel thereof, or their or any of their Rights, Members, and Appurtenances thereby granted, bargained, sold, ratified and confirmed as aforesaid, are, shall, or may be impeached, charged, or incumbered in Title, Charge, Estate, or otherwise howsoever. *In Witness, &c.*

An Assignment of a Term of 500 Years to attend the Inheritance, where the Estate is sold in Parcels.

THIS Indenture quadripartite, made the 20th (7.) Day of *November* in the tenth Year of the Reign of our Sovereign Lord *George*, by the Grace of GOD, of *Great Britain, France, and Ireland* King, Defender of the Faith, &c. And in the Year of our Lord GOD One thousand seven hundred twenty and three, between Sir G. C. of, &c. of the first Part, H. E. of the second Part, J. H. of, &c. and J. B. of, &c. of the third Part, and J. G. of, &c. of the fourth Part: Whereas by Indenture bearing Date on or about the — Day of — which was in the Year of our Lord One thousand seven hundred and — and made or mentioned to be made between the said Sir J. C. of the one Part, and Sir J. H. Knt. late Lord Chief Justice of the Court of King's Bench, deceased, of the other Part, he the said Sir J. C. for the Considerations therein mentioned and expressed, did grant, bargain, sell and demise unto the said Sir J. H. his Executors, Administrators and Assigns, all that, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of the said Premises, and all the Estate, Right, Title, Interest, Use, Trust, Benefit, Possession, Property, Claim and Demand whatsoever, of him the said Sir J. C. in and to the same, to hold the said Manor, Messuages, Granges, Farms, Lands, Tenements, Hereditaments, and Premises, unto the said Sir J. H. his Executors, Administrators and Assigns, for and during the Term of Five hundred Years, from the Day before the Date of the said Indenture, for securing the Payment of, &c. and Interest to the said Sir J. H. And whereas the said Manor, Messuages, Granges, Farms, Lands, Tenements, Hereditaments and Premises, are by several *mesne* Assignments, legally come to, and vested

ed in the said *H. E.* for the Remainder of the said Term of Five hundred Years, for securing the Payment of, *℥c.* and Interest to the said *H. E.* And whereas all Interest for the said Sum of, *℥c.* hath been fully paid and satisfied to the Day of the Date of these Presents: Now this Indenture witnesseth, That for and in Consideration of the Sum of, *℥c.* to the said *H. E.* by the Direction of the said Sir *J. C.* well and truly in Hand paid by the said *J. H.* at and before the Ensealing and Delivery hereof, and of the Sum of Five Shillings of like lawful Money of *Great Britain*, to the said *H. E.* well and truly in Hand paid by the said *J. G.* the respective Receipts of which said respective Sums of — and five Shillings are hereby respectively acknowledged, he the said *H. E.* by the Direction and Appointment of the said *J. H.* and *J. B.* testified by their being made Parties to, and Signing and Sealing these Presents, hath bargained and sold, assigned and set over, and by these Presents doth bargain, sell, assign and set over unto the said *J. G.* his Executors, Administrators and Assigns, all that the said Manor, Messuages, Grange, Farms, Lands, Tenements, Hereditaments and Premises herein before-mentioned, and so by *mesne* Assignments come to, and vested in the said *H. E.* and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Property, Claim and Demand whatsoever, of him the said Premises, and every Part and Parcel thereof, to have and to hold the said Manor, Messuages, Grange, Farms, Lands, Tenements, Hereditaments, and Premises, with their and every of their Appurtenances, unto the said *J. G.*— his Executors, Administrators and Assigns, for and during all the Rest, Residue of the said Term of 500 Years yet to come and unexpired, on the Trusts and Confidences, and to the Ends, Intents and Purposes herein after mentioned, expressed and declared, (that is to say) as for and concerning

cerning all those eleven Pieces or Parcels of Marsh Land, being Part of the said mortgaged Premisses, lying in the said Parish of, &c. containing 110 Acres, now in the Tenure of, &c. and, &c. or one of them, their or one of their Assigns, or Undertenants; in Trust for the said J. B. his Heirs and Assigns, who hath purchased the said Reversion and Inheritance of the said one Hundred and ten Acres of Marsh Land of the said Sir J. C. And to the Intent the said Term of 500 Years, as to the said Premisses so purchased by the said J. B. may not be merged, but may be kept on Foot to wait on the Reversion of the said Premisses by him so purchased, as aforesaid; and as for, touching and concerning the Manor of L. the said Farm called G. and all other the Lands, Tenements, and Hereditaments hereby granted or assigned, or intended so to be, except the said one Hundred and ten Acres purchased by the said J. B. as aforesaid; in Trust for the sole Use and Benefit of the said J. H. his Heirs and Assigns, who hath purchased the Freehold and Inheritance of the said Manor and other the Premisses, except the said one hundred and ten Acres; and to the Intent and Purpose that the said Term of five Hundred Years may not be merged and drowned, but may wait and attend on the same, and such Disposition as the said J. H. his Heirs and Assigns shall make thereof; and the said H. E. for himself, his Heirs, Executors and Administrators, and every of them doth covenant, promise and grant, to and with the said J. G. his Executors, Administrators, and Assigns, by these Presents, that he the said H. E. hath not at any Time heretofore done, committed, or suffered any Act, Matter or Thing whatsoever, whereby, or by Means whereof the said hereby assigned Premisses, or any Part or Parcel thereof, is, are, or may be impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever. *In Witness* whereof the said Parties first above-named have to these present In-

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dentures interchangeably set their Hands and Seals, the Day and Year first above written.

Assignment of a Mortgage-Term to attend the Inheritance. By Indorsement.

- (8.) **T**O all to whom these Presents shall come, the within named *W. J.* and *W. D.* and *W. B.* of, *Uc.* send Greeting: Whereas the Inheritance and Equity of Redemption of the within mentioned Premises, is now vested in the said *W. B.* or some other Person, in Trust for him, and there is now due and owing to the said *W. J.* on the within mentioned Bond, for Principal and Interest, the Sum of, *Uc.* and whereas the said *W. B.* hath agreed to pay off the said Bond-Debt; and 'tis likewise agreed, that the said Bond and the within written Indenture of Assignment shall be assigned to *R. W.* of, *Uc.* for the Residue of the within mentioned Term of 500 Years, for the better securing the Repayment of the said Sum of, *Uc.* to the said *W. B.* his Executors, Administrators and Assigns: Now know ye, That for and in Consideration of the said Sum of, *Uc.* to the said *W. J.* in Hand well and truly paid by the said *W. B.* in full for Principal and Interest due and owing on the said Bond; and also in Consideration of the Sum of 5 s. of, *Uc.* to the said *W. D.* and *W. J.* in Hand likewise paid by the said *R. W.* the respective Receipts whereof are hereby respectively acknowledged, they the said *W. J.* and *W. D.* by the Direction of the said *W. B.* have, and each of them hath bargained, sold, assigned, and set over, and by these Presents do, and each of them doth bargain, sell, assign, and set over unto the said *R. W.* his Executors, Administrators and Assigns, the within mentioned Capital Messuage, Messuages, Lands, Tenements, Hereditaments and Premises, with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and

and Profits of the said Premises, and all the Estate, Right, Title, Interest, Term and Terms for Years, Claim and Demand whatsoever of the said *W. J.* and *W. D.* in and to the same, together with the said Bond and Indenture of Assignment, to have and to hold the said Capital Messuage, Messuages, Lands, Tenements and Premises, with the Appurtenances to the said *R. W.* his Executors, Administrators and Assigns, from henceforth for and during the Residue and Remainder of the within mentioned Term of 500 Years, in Trust nevertheless for the said *W. B.* his Executors, Administrators and Assigns; and the said *W. J.* and *W. D.* for themselves severally, and not jointly, nor the one for the other, or for the Act, Heirs, Executors, or Administrators of the other, doth covenant, promise and grant, to and with the said *W. B.* his Heirs and Assigns, that they the said *W. J.* and *W. D.* have not, nor hath at any Time heretofore done, committed, or suffered any Act, Matter, or Thing whatsoever, whereby the said Capital Messuage, Messuages, Lands, Tenements, Hereditaments, and Premises, or any of them, are or may be impeached or incumbered, in Title, Charge, Estate, or otherwise howsoever. *In Witness* whereof the said *W. J.* *W. D.* and *W. B.* have hereunto set their Hands and Seals, the, &c.

Assignment of a Term of twenty Years granted by Lease to attend the Inheritance, by a Representative and her Husband, by the Direction of the Vendor, and at the Nomination of the Purchaser.

WHEREAS *T. B.* of, &c. Esq; and *J. J.* of, &c. (9.)
Gent. have with the Consent and Approbation,
and by the express Direction of *S. B.* of, &c. Esq; and *S. B.* the Younger, of, &c. Esq; and *M.* his Wife, and *J. C.* of, &c. Esq; purchased of the within named *W. P.* and *J. P.* Esq; Son and Heir apparent of the said *W. P.*

Lease granted of a House belonging to the Premises before the same were sold.

Release.

*Recited in the
Purchase-
Deed.*

W. P. the Fee-simple and Inheritance of the within mentioned Piece or Parcel of Ground, Messuage, or Tenement and Premisses with their Appurtenances, in and by the within written Indenture assigned to the within named *C. P.* his Executors, Administrators and Assigns, for the Remainder of the within mentioned Term of sixty Years, for the Sum of 1300*l.* of lawful Money of *Great Britain*, and the said Premisses by Indentures of Lease and Release, the Lease bearing Date the Day next before the Day of the Date of these Presents, and the Release being *quincupartite*, and bearing even Date herewith, and made or mentioned to be made between the said *S. B.* the Elder, and *S. B.* the Younger, and the said *Mary* his Wife, of the first Part, the said *W. P.* and *J. P.* of the second Part, *J. J.* of, *&c.* Gent. of the third Part, the said *J. C.* of the fourth Part, and the said *T. B.* and *J. J.* of the fifth Part, and for the Consideration aforesaid, granted and conveyed to the said *T. B.* and *J. J.* and their Heirs, to the several Uses, Intents and Purposes, and subject to the several Trusts, Powers, Provisoos, Limitations and Agreements limited, declared and expressed in a certain Indenture tripartite of Settlement in the said Indenture of Release first recited, as in and by the said Indentures of Lease and Release, Relation being thereunto had, may more fully appear; and whereas the said *C. P.* is dead, having in his Life-time made his Last Will and Testament, and thereof constituted and appointed his three Daughters, *viz.* *S.* Wife of *T. C.* of, *&c.* Doctor in Physick, *J.* the Wife of *R. K.* Esq; and *A. P.* Spinster, his Executrixes, and the said *J. K.* hath solely proved the said Will in the Prerogative Court of *Canterbury*, whereby the said *J.* and in her Right the said *R. K.* is become possessed of, or intitled unto the Remainder of the within mentioned Term of sixty Years: Know ye, that for and in Consideration of the Sum of 5*s.* of, *&c.* to the said *R. H.* and *J.* his Wife, by *R. M.* of, *&c.* Esq; in Hand paid, at or before the Enfealing and Delivery

livery of these Presents, the Receipt whereof is hereby acknowledged, they the said R. K. and J. his Wife, by the Direction and Appointment of the said W. P. and J. P. and at the Nomination of the said T. B. and J. J. testified by their being Parties to, and Signing and Sealing these Presents, have, and each of them hath bargained, sold, assigned, set over and transferred; and the said W. P. and J. P. have, and each of them hath ratified and confirmed; and by these Presents the said R. K. and J. his Wife do, and each of them doth fully, clearly, and absolutely bargain, sell, assign, set over and transfer; and the said W. P. and J. P. do, and each of them doth ratify and confirm unto the said R. M. his Executors, Administrators and Assigns, all that the said Piece or Parcel of Ground, Messuage, or Tenement and Premises in the within written Indenture mentioned and described, with their Appurtenances, together with the within written original Indenture of Lease, and the several *mesne* Assignments thereof, and all and singular other the Premises within mentioned to be assigned to the said C. P. his Executors, Administrators and Assigns; and all the Estate, Right, Title, Interest, Term and Terms for Years, Benefit, Trust, Property, Profit, Claim and Demand whatsoever, both in Law and Equity, of the said R. H. and J. his Wife, W. P. and J. P. and of every of them, of, in, and to the same, and every Part and Parcel, to have and to hold the said Piece or Parcel of Ground, Messuage or Tenement, and all and singular other the Premises herein before-mentioned, or intended to be hereby bargained, sold and assigned, with their and every of their Appurtenances, unto the said R. M. his Executors, Administrators and Assigns, from henceforth for and during all the Rest, Residue, and Remainder of the within mentioned Term of sixty Years yet to come and unexpired: In Trust for the several and respective Persons, to whom the said hereby assigned Premises are limited in and by the said herein before recited Indenture of Release, and to attend

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Only J. proved the Will, so no further Notice is necessary to be taken of the other Sisters who did not join.

and wait upon the Freehold and Inheritance of the same Premises; and the said R. H. for himself, his Executors and Administrators, and the said J. his Wife, doth covenant, promise and agree to and with the said R. M. his Executors, Administrators, and Assigns, by these Presents, that neither he the said R. K. or the said J. his Wife, have, or either of them hath at any Time heretofore wittingly or willingly done, committed or suffered any Act, Matter or Thing, whereby or by Means whereof the said hereby assigned Premises are or may be impeached or incumbred, in Title, Charge, Estate, or otherwise howsoever. *In Witness* whereof the said R. H. and J. his Wife, W. P. J. P. T. B. and J. J. have hereunto set their Hands and Seals, &c.

Assignment by Indorsement of a Term of Years being kept on Foot for securing and keeping of meine Incumbrances, if any be.

(10.) **T**O all to whom these Presents shall come, the within named C. K. the Son, C. S. Son and Heir, and also Executor of the Last Will and Testament of the within named J. S. deceased, the within named Sir J. R. F. M. of, &c. Esq; and A. B. of, &c. Gent. send Greeting: Whereas the said F. M. hath, at the Request and Desire of the said C. K. the Son, testified by his being Party to, and Signing and Sealing these Presents, paid to the said C. S. Executor of the within named J. S. the within mentioned Principal Sum of 1300*l.* and all Interest due for the same to the Day of the Date of these Presents, being paid by the said C. K. Party to these Presents: Now know ye, that for the Consideration aforesaid, and for and in Consideration of the Sum of 5*s.* a-piece to the said C. K. Party to these Presents, C. S. and Sir J. R. in Hand respectively paid by the said A. B. at or before the Ensealing and Delivery of these Presents, the respective Receipts whereof

There is a Transfer of the Mortgage in Fee, and three Assignments by Indorsement on the several Terms. One of the Indorsements.

are hereby respectively acknowledged, and for other good Causes and Considerations hereunto especially moving, he the said Sir J. R. at the Request of the said C. K. Party to these Presents, and by the Direction of the said C. S. and at the Nomination of the said F. M. testified by their Signing and Sealing these Presents, hath bargained, sold, assigned, set over, and transferred; and the said C. K. Party to these Presents, hath ratified and confirmed; and by these Presents the said Sir J. K. doth bargain, sell, assign, set over, and transfer; and the said C. K. Party to these Presents, doth ratify and confirm unto the said A. B. his Executors, Administrators and Assigns, all and every the Messuages or Tenements, Lands, Hereditaments, and Premises, in and by the within written Indenture assigned, to the said Sir J. R. for the Residue of the within mentioned Term of 500 Years, and all the Estate, Right, Title, Interest, Trust, Term and Terms for Years, Property, Claim and Demand of the said Sir J. R. in and to the same; To have and to hold the said Messuages or Tenements, Lands, Hereditaments, and all and singular other the Premises, with their Appurtenances, unto the said A. B. his Administrators and Assigns, from henceforth for and during all the Rest, Residue, and Remainder of the within mentioned Term of 500 Years yet to come and unexpired; in Trust for the said F. M. his Executors, Administrators and Assigns, subject nevertheless to the Redemption of the said C. K. Party to the said Presents, on Payment of such Sum or Sums of Money, at such Times, Place, and in Manner, as in a certain Indenture of Release, bearing equal Date herewith, and made or mentioned to be made between A. B. is mentioned and expressed; and the said Sir J. R. for himself, his Executors and Administrators, covenant, promise and agree, to and with the said A. B. his Executors, Administrators and Assigns, that he the said Sir J. R. hath not at any Time heretofore wittingly or willingly done, committed or suffered, any Act, Mat-
ter

ter or Thing whatsoever, whereby, or by Means where-
of the said Premises hereby assigned are, or may be
impeached or incumbered in Title, Charge, Estate, or
otherwise howsoever. *In Witness, &c.*

Assignment of Rents as a further Security.

(i i .)
*Collateral Se-
curity.*

*If the Tenants
sold Brandy,
they were to
pay further
Rents.*

THIS Indenture made, &c. between T. E. of the
one Part, and the Reverend F. A. one of the Ca-
nons of the Cathedral Church of *Sarum*, of the other
Part: Whereas, (recite three Leases over the *Redden-*
dums) as by the said several Leases, Relation, &c. and
whereas (recite a Mortgage made of other Things, for
securing the Sum of 1000 *l.* Relation, &c. Now this
Indenture witnesseth, That for and in Consideration of
the Sum of 5 *s.* of, &c. to the said T. C. in Hand paid
by the said F. A. at, or, &c. the Receipt, &c. and for
the further and better securing the Payment of the said
Sum of 1000 *l.* and Interest, lent to the said T. E. by
the said F. A. as aforesaid, and for divers other good
Causes and Considerations the said T. E. hereunto espe-
cially moving, he the said T. E. hath granted, bargain-
ed, sold, assigned, set over and transferred, and by
these Presents doth grant, &c. unto the said F. A. his
Executors, Administrators and Assigns, the said several
yearly Rents of 5 *l.* 5 *l.* and 5 *l.* amounting together
to the yearly Sum of 15 *l.* and all and every other the
Rent and Rents, Sum and Sums of Money whatsoever,
in and by the said several Indentures of Lease, refer-
ved and payable to the said T. E. his Executors, Admin-
istrators and Assigns, and all his the said T. E.'s Right,
Title, Interest, Use, Trust, Property, Claim and De-
mand, of, in, and to the same; and all and every the
Remedies, Clauses, Provisoos and Agreements in the
said Indentures of Lease contained for the Recovering
thereof, or any Part thereof, together with the Coun-
terparts of the said several Indentures of Lease; To have,
hold, receive, perceive, and enjoy the said yearly Sums

or Rents, and every Part and Parcel thereof hereby assigned, or intended so to be, unto the said *F. A.* his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during the Continuance of the said several and respective Indentures of Lease before recited, in as large, ample and beneficial Manner, to all Intents and Purposes, as the said *T. E.* or his Assigns might or could do, by Force and Virtue of the said recited Indentures of Lease, or otherwise howsoever; and the said *T. E.* for himself, his Executors and Administrators, doth covenant, promise and grant, to and with the said *F. A.* his Executors, Administrators and Assigns, and to and with every of them, by these Presents, in Manner and Form following, that is *Covenants.* to say, That he the said *T. E.* hath not at any Time heretofore assigned, incumbred, or by any Ways or Means whatsoever discharged the said yearly Rents, or Sums of 5 *l.* 5 *l.* and 5 *l.* or any or either of them, or any Part, &c. so due, reserved, and payable to the said *T. E.* as aforesaid; and further, That after Default shall happen to be made in Payment of the said Sum of 1000 *l.* and Interest, or any Part thereof, contrary to the Proviso and Covenant in the said recited Indenture of Mortgage, that then it shall and may be lawful to and for the said *F. A.* his Executors, Administrators or Assigns; and the said *T. E.* doth by these Presents empower the said *F. A.* his Executors, Administrators and Assigns, to receive and take the said yearly Rents or Sums of 5 *l.* 5 *l.* and 5 *l.* and every of them, and every Part and Parcel of them, and all other Rents whatsoever, reserved and payable to the said *T. E.* his Executors, Administrators and Assigns, by Virtue of the said recited Indentures of Lease, without the Let or Disturbance of the said *T. E.* his Executors and Administrators, or of or by any other Person or Persons whatsoever; provided always and upon Condition nevertheless, That if the said *T. E.* his Executors, Administrators or Assigns, shall and do well and truly pay, or cause to be

N paid

*Make it a
Covenant in
Form.*

paid unto the said *F. A.* his Executors, Administrators or Assigns, the said Sum of 1050*l.* of, &c. at such Times and Place, and in Manner as the same is made payable, by the Proviso and Covenant in the said recited Indenture of Mortgage made payable, That then this present Grant and Assignment to be void and of no Effect; any Thing herein contained to the contrary notwithstanding; And lastly, That until there shall be a Failure in Payment of the said Sum of 1050*l.* or some Part thereof, contrary to the Proviso and Covenant in the said recited Indenture of Mortgage contained in that Behalf, it shall and may be lawful to and for the said *T. E.* his Executors and Administrators, to have, take and receive to his and their own Use, the said annual Rents of 5*l.* 5*l.* and 5*l.* to him reserved, and payable by the said recited Indenture of Lease, as aforesaid, without any Account to be had or given for the same. *In Witness, &c.*

An Assignment of a Term by Indorsement by a surviving Trustee, by the Direction of the Person whose Estate it is, and at the Nomination of the Purchaser, to a Trustee, to protect the same from mesne Incumbrances.

(12.) **T**O all, &c. the within named *J. S.* and *T. C.* and Sir *T. W.* of, &c. send Greeting: Whereas the within-named *S. B.* is departed this Life, and thereby the Site, Manor, or Lordship, Messuages, Farms, Lands, Tenements and Hereditaments within mentioned, are come to and solely vested in the said *T. C.* by Survivorship, for the Residue of the within mentioned Term of 500 Years: Now the said *T. C.* in Consideration of the Sum of 5*s.* to him in Hand paid by *J. J.* of, &c. hath, at the expresse Desire and Request of the said *J. S.* and by his Direction, and at the Nomination of the said Sir *T. W.* bargained, sold, assigned, set over, and transfer'd, and the said *J. S.* hath ratified and confirmed,

and, by these Presents the said T. C. doth bargain, sell, assign, set over, and transfer, and the said J. S. doth ratify and confirm unto the said J. J. his Executors, Administrators and Assigns, all that the within mentioned Site, Messuage or Lands, &c. by the within written Indenture assigned to the said S. B. and T. C. for the Residue of the Term of 500 Years; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises; and all the Estate, Right, Title, Interest, Term and Terms for Years, Property, Claim and Demand whatsoever of the said T. C. in and to the same; To have and to hold the said Site, Manor, or Lordship, Messuages, Farms, Lands, Tenements, Hereditaments and Premises unto the said J. J. his Executors, Administrators and Assigns, from henceforth for and during all the Rest, Residue, and Remainder of the said Term of 500 Years within mentioned yet to come and unexpired: In Trust for the said Sir T. W. his Heirs and Assigns, who hath purchased the Fee-simple and Inheritance of the said Premises; to the Intent the said Term may not be merged, but may wait upon and attend the Freehold and Inheritance of the said Premises, and protect the same from mean Incumbrances. Covenant from C. to J. that he hath done no Act to incumber the Premises hereby assigned. *In Witness, &c. J. S. T. C. T. W. &c.*

Assignment of Stock.

THIS Indenture tripartite, made, &c. between (13.)
N. P. of, &c. Esq; of the first Part, M. B. of,
&c. Spinster, of the second Part, and F. B. Spinster,
Sister of the said M. B. of the third Part: Whereas
G. W. late of London, Gent. in and by his Last Will and
Testament, bearing Date the sixth Day of December,
which was in the Year of our Lord 1729, after Pay-
ment of his Funerals, Debts and Legacies therein parti-
cularly mentioned, did give and devise all the Rest and
Residue

Residue of his Estate, both real and personal, to the said M. B. her Heirs, Executors and Administrators; and of his said Will did make T—— G—— of C. in the County of H. Esq; T. P. and N. P. of L. Goldsmiths, and the said N. P——t, and J. M. of L. Gent. his Executors, and sometime after making his said Will, departed this Life, as in and by the said Will duly proved by the said T. P. in his Life-time, and since his Death by the said N. P——t, in the Prerogative Court of *Canterbury*, Relation being thereunto had, may more fully and at large appear; and whereas all the Debts of the said G. W. and the Legacies given by his said Will are presumed to have been paid and satisfied; and there now remains Personal Estate of the said G. W. in the Publick Funds in the Name of the said N. P. In Trust for the said M. B. as followeth, *viz.* In the Books of the Governor and Company of Merchants of *Great Britain* trading to the *South-Sea*, and other Parts of *America*, and for encouraging the Fishery, &c. 517 *l.* 5 *s.* 4 *d.* Capital and Principal Stock in the Joint Stock of the said Company, *South-Sea* Annuities 2666 *l.* 6 *s.* 1 *d.* and in the New Joint-Stock of the said Company, *South-Sea* Annuities 1551 *l.* 15 *s.* 11 *d.* and the said M. B. hath requested the said N. P——t, to assign and transfer all the said Stock and Annuities, (200 *l.* in the said Joint-Stock of *South-Sea* Annuities, which the said M. B. doth hereby agree shall remain in the Name of the said N. P——t in the said Company's Books, to indemnify him against all Claims or Demands that may at any Time hereafter be brought against him by any Creditors or Legatees of the said G. W. and against all such Costs, Charges and Expences, as he hath, or shall be put unto in the Execution of the Trust in him reposed by the said Will of the said G. W. only excepted) unto the said F. B. her Executors, Administrators and Assigns; in Trust for the said M. B. her Executors, Administrators and Assigns: Now this Indenture witnesseth, That the said N. P——t, at the Request, and by the Direction

of the said *M. B.* testified by her being Party to, and Signing and Sealing these Presents, hath granted, bargained, sold, assigned, set over and transferred, and by these Presents doth grant, bargain, sell, assign, set over and transfer unto the said *F. B.* the said 517 *l.* 5 *s.* 4 *d.* Capital *South-Sea* Stock, the said 1551 *l.* 15 *s.* 11 *d.* new Annuities, and 1866 *l.* 6 *s.* 1 *d.* Part of the said 2066 *l.* 6 *s.* 1 *d.* Joint Stock of *South-Sea* Annuities, together with all the Interest and Dividends now due, or hereafter to grow due for the same; To have, hold, perceive, receive and enjoy, the said Capital Stock and Annuities hereby assigned, as aforesaid, unto the said *F. B.* her Executors, Administrators and Assigns; in Trust nevertheless for the said *M. B.* her Executors, Administrators and Assigns; and the said *M. B.* for herself, her Executors and Administrators, doth covenant, promise and grant, to and with the said *N. P----*, his Executors, Administrators and Assigns, that it shall and may be lawful to and for the said *N. P----*, and the said *M. B.* doth by these Presents fully empower the said *N. P----*, his Executors, Administrators and Assigns, to retain in his and their Hands 200 *l.* Part of the said 2066 *l.* 6 *s.* 1 *d.* Joint Annuity-Stock, in order to indemnify and reimburse himself all such Sum and Sums of Money, Costs, Charges and Expences, as the said *N. P----* shall be put unto, bear, pay, sustain or expend, in or about the Execution of the Trusts in him reposed by the said Will of the said *G. W.* or otherwise relating thereunto: And the said *N. P----*, for himself, his Executors and Administrators, doth covenant, promise and grant, to and with the said *M. B.* her Executors, Administrators and Assigns, that he the said *N. P----* shall and will, as soon as conveniently may be, make and transfer in the said Company's Books of the said Capital Stock and Annuities hereby assigned, or intended so to be, and the Interest and Dividends thereon due and to grow due, unto the said *F. B.* In Trust nevertheless for the said *M. B.*

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her Executors, Administrators and Assigns, pursuant to the true Intent and Meaning of these Presents. *In Witness, &c.*

Assignment. Vide **Covenant 9. Declaration 3. Instructions 1, 2. Release 10.**

Assurance.

Copyhold Estate.

A further Assurance and Conveyance pursuant to a Covenant for further Assurance contained in a former Deed.

(1.) **T**O all, &c. Whereas the said A. C. hath surrendered to H. H. of, &c. Esq; and to his Heirs and Assigns, all that Customary or Copyhold Capital Messuage or Tenement, with the Orchards Gardens and Appurtenances, situate on T. G. in the Parish of C. and County of B. And whereas at a special Court held this Day for the Manor of S. Court in the said County of B. the said H. H. is duly admitted to the said Copyhold Messuages and Premises; To hold to him and his Heirs, according to the Custom of the said Manor: Now know ye, That I the said J. C. as well in Part of Performance of a Covenant for further Assurance comprised in an Indenture, dated the first Day of this Instant *June*, and made between the said J. C. of the one Part, and the said H. H. of the other Part, as in Consideration of the Sum of ten Shillings of, &c. to the said J. C. by the said H. H. in Hand paid, at or before the Ensealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged,

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ledged, and for divers other good Causes and Considerations hereunto especially moving, he the said J. C. hath remised, released, and for ever quit-claimed, and by these Presents doth fully, clearly and absolutely remise, release, and for ever quit-claim unto the said H. H. his Heirs and Assigns, in his actual Seisin now being by Virtue of the said Admittance, all such Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, as the said J. C. hath or claimeth, or can any wife have or claim, in and to the said Copyhold Capital Messuage, Hereditaments, and Premises, so that neither he the said J. C. his Heirs or Assigns, any Estate, Right, Title or Interest, shall or will at any Time hereafter have, claim or challenge, in and to the Premises, or any Part thereof, but of and from all such Right, Title, Interest, and other Demand, shall and will for ever hereafter be barred by these Presents. *In Witness, &c.*

Assurance. Vide Release 2.

Attestation. Vide Will 6.

Attornment.

An Attornment of Tenants to a Mortgagee, the Estate they occupy being in Mortgage.

TO all to whom these Presents shall come, P. G. (1.)
of T. in the County of, &c. Esq; R. N. Yeoman, W. A. J. P. and J. H. Yeomen, send Greeting: Whereas the said R. N. holds of, and rents of the said P. G. a certain Farm called W. Farm, and the said W. A. rents Part of T. Farm, and J. P. other
Part

Part thereof, and the said *J. H.* rents a Farm called *P.* And whereas the said Farms are in Mortgage to *R. R.* of *L.* in the County of *B.* Esq; and his Trustees for 400 *l.* Principal Money, on which Mortgage there is a great Arrear of Interest: And whereas the said *P. G.* is willing and desirous that the said *R. R.* should have the Possession of the said Premises, and receive the Rents thereof; and to that End hath agreed, that the said respective Tenants shall attorn and become Tenants to the said *R. R.* and from henceforth pay their respective Rents to him the said *R. R.* and his Assigns: Now know ye, That the said *R. N. W. A. J. P.* and *J. H.* by the Direction of the said *P. G.* testified by his being Party to, and Signing and Sealing this present Writing, have attorned and become Tenants, and by these Presents do attorn and become Tenants to the said *R. R.* and in Testimony of this Attornment have, and each of them hath paid to the said *R. R.* six Pence; and the said *R. N. W. A. J. P.* and *J. H.* for themselves severally, and each apart for himself, and not jointly, and for their several and not joint Heirs, Acts, Executors, and Administrators, do hereby covenant and agree to and with the said *R. R.* that they will from henceforward respectively pay their respective Rents due and payable for their respective Farms to the said *R. R.* or his Assigns, and shall not, nor will deliver Possession of the said Farms to any other Person, unless thereunto compelled by Law or Equity. *In Witness* whereof the said *P. G. R. N. W. A. J. P.* and *J. H.* have hereunto set their Hands and Seals the first Day of *July*, in the tenth Year of, *Uc.* and in the Year of our Lord, *Uc.*

Bankruptcy. Vide **Bond** 2.

Bargain

Bargain and Sale.

A Bargain and Sale of Goods distrained for Rent.

THIS Indenture made, &c. between N. C. of, (i.)
 &c. (the Landlord) J. R. Constable of the
 Hundred of, &c. D. C. of, &c. and H. R. of,
 &c. of the one Part, and J. S. of, &c. and T. T. of,
 &c. of the other Part, witnesseth, That it is affirmed
 by the said N. C. and testified by D. C. upon his Oath
 sworn before the said Constable, That on the 29th Day
 of May last past before the Date hereof, the said N. C.
 in the Presence of the said D. C. did enter into a Mes-
 suage and Lands called S. Farm in H. within the Hun-
 dred aforesaid, and for 155 l. of Rent at the Feast of
Lady-day, due unto him the said N. C. and did distrain
 there, and found the Goods and Chattels following,
 to wit, [*recite the Particulars;*] and it is further Testi-
 fied by the said D. C. and also by the said J. F. and
 H. R. upon their Oaths sworn before the said Constable,
 That after such Distress taken, (to wit) on the said 29th
 Day of May last past, the said N. C. did, at the chief
 Mansion-House of the said Farm, give publick Notice of
 the said Distress, and the Cause thereof, and a Note
 thereof in Writing, expressing the Particulars of the said
 Goods and Chattels distrained, and of the said Rent for
 which the same were distrained, and then and there de-
 liver unto E. Daughter of the said S. F. and the said
 D. C. J. F. and H. R. upon their Oaths aforesaid, have
 truly appraised all the said Goods and Chattels, accord-
 ing to the best of their Understandings, are not worth
 more than 90 l. And this Indenture further witnesseth,
 That the said Goods and Chattels being yet unreplevied,
 the said N. C. with the Constable aforesaid, for and in
 Consideration of the Sum of 90 l. being the best Price
 P that

that can be gotten for the same Goods and Chattels by the said J. S. and T. S. paid to the said N. C. towards Satisfaction of 155 l. for which the said Goods and Chattels were distrained, have bargained and sold, and by these Presents do bargain and sell unto the said J. S. and T. S. all the said Goods and Chattels before herein mentioned to be distrained, as aforesaid, to hold unto the said J. S. and T. S. as their only Goods and Chattels for ever. *In Witness* whereof the said Parties first above-named to these present Indentures have interchangeably set their Hands and Seals, the Day and Year first above-written.

Note; It is best to make so many Parties for the more easy proving afterwards (if Occasion should be) the Regularity of the Proceedings.

Bargain and Sale of Goods.

(2.) **T**HIS Indenture made, &c. between J. H. of, &c. Esq; of the one Part, and H. M. of, &c. of the other Part: Whereas the said H. M. hath contracted and agreed with the said J. H. for the absolute Purchase of a Piece or Parcel of Ground, and the Messuage or Tenement and Outhouses thereon erected in a Street in the Parish of, &c. (being the Estate and Inheritance of the said J. H.) together with the several Household-Goods and Things in and about the said House, and mentioned and described in the Schedule hereunto annexed, for the Sum of, &c. And the said Piece or Parcel of Ground, Messuage or Tenement and Outhouses with the Appurtenances, have been by Indentures of Lease and Release, bearing Date respectively the 15th and 16th Days of, &c. and made between the same Parties as are Parties to these Presents, in Consideration of the said Sum of, &c. paid to the said J. H. by the said H. M. granted and conveyed unto, and to the Use of the said H. M. his Heirs and Assigns, as by the same Indentures of Lease
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and Release may more fully appear: Now this Indenture witnesseth, That in Consideration of the said Sum of, *℥c.* paid to the said *J. H.* by the said *H. M.* as aforesaid, the Receipt whereof the said *J. H.* doth hereby acknowledge, he the said *J. H.* hath granted, bargained and sold, and by these Presents doth grant, bargain and sell, unto the said *H. M.* his Executors, Administrators and Assigns, all and singular the Household-Goods, Household-Stuff, Furniture and Things mentioned and expressed in the Schedule hereunto annexed, and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, both at Law and in Equity, of him the said *J. H.* of, in, to, or out of the same Premises, and every Part and Parcel thereof; To have and to hold the said several Household-Goods, Household-Stuff, Furniture, and Things mentioned in the said Schedule hereunto annexed from henceforth, unto the said *H. M.* his Executors, Administrators and Assigns, to the Use and Behoof of the said *H. M.* his Executors, Administrators and Assigns for ever, as and for his and their own Goods and Chattels. *In Witness, &c.*

Two Precedents of a Bargain and Sale to be inrolled in two Parts, viz. One where the Fine is levied first before the Conveyance can be executed; and the other where the Fine is, in and by the Release covenanted to be levied.

THIS Indenture made, *℥c.* between the Right Honourable the Lord *D. H.* of, *℥c.* and the Right Honourable the Lady *A. H.* his Wife, Daughter of the most Noble *R.* late Duke of, *℥c.* deceased, of the one Part, and *R. B.* of the City of *W.* Esq; and Recorder thereof, of the other Part, witnesseth, That for and in Consideration of the Sum of, *℥c.* of lawful Money of *Great Britain* to the said *D. H.* in Hand paid by the said *R. B.* at or before the Ensealing and Delivery of these

(3.)

these Presents, being the same Consideration mentioned in a certain Indenture of Release, bearing equal Date herewith, and made between the same Parties as are Parties to these Presents, and being the full Consideration-Money for the absolute Purchase as well of the Rectory, Advowson, Glebe Lands, Tithes, Farms, Lands, and Hereditaments herein after by these Presents mentioned to be bargained and sold, as of certain Copyhold Lands in the said Indenture of Release covenanted to be surrendered; the Receipt and Payment of which said Sum of, &c. the said D. H. doth hereby acknowledge, and thereof, and of and from every Part and Parcel thereof, doth acquit, release, and for ever discharge the said R. B. his Heirs, Executors and Administrators by these Presents; and for divers other good Causes and Considerations him the said D. H. hereunto especially moving, he the said D. H. hath bargained and sold, and by these Presents doth fully, clearly and absolutely bargain and sell unto the said R. B. his Heirs and Assigns, all, &c. [*put in the Release*] To have and to hold the Rectory, Advowson, Glebe Lands, Tithes, Farms, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby bargained and sold, or intended so to be, with their Appurtenances unto the said R. B. his Heirs and Assigns, to the only Use and Behoof of the said R. B. his Heirs and Assigns for ever; and to and for no other Use, Intent or Purpose whatsoever, or otherwise howsoever; and it is hereby declared and agreed by and between the said Parties to these Presents, That one Fine *Sur Cognizance de droit come ceo*, &c. in the said Indenture of Release, recited to have been levied of the said Rectory, Advowson, Glebe Lands, Tenements, Farms, Lands, Hereditaments and Premises, by the said D. H. and the said Lady A. his Wife, to the said R. B. and his Heirs, and all and every other Fine or Fines, Conveyances and Assurances whatsoever, heretofore had, made, levied, suffered and executed, or hereafter to be had, made, levied,

vied, suffered and executed of the said Premisses, by or between the said Parties to these Presents, or any of them alone or together, with any other Person or Persons, shall be and enure to the only proper Use and Behoof of the said R. B. his Heirs and Assigns for ever; and to and for no other Use, Intent or Purpose whatsoever, or otherwise howsoever. *In Witness, &c.*

When the Fine covenanted to be levied.

Second Part.

THIS Indenture tripartite, made, &c. between (4.)
S. P. of, &c. Gent. and E. his Wife, of the first Part, J. S. of, &c. Gent. and R. his Wife of the second Part, and M. W. of, &c. Esq; and J. R. of, &c. Esq; of the third Part, witnesseth, That for and in Consideration of the Sum of 800*l.* of, &c. paid into his Majesty's High Court of Chancery, pursuant to an Order of the said Court, bearing Date on, or about the 27th Day of *June* last, by and with the Direction of the said S. P. and T. S. and R. his Wife, testified by their Signing and Sealing these Presents; and of the further Sum of 960*l.* of like lawful Money in Hand paid by the said M. W. to the said S. P. at and before the Enfealing and Delivery of these Presents; which said Sums of 800*l.* and 960*l.* amount together to the Sum of 1760*l.* the Receipt whereof, as the full Consideration-Money, for the absolute Purchase of the Messuages, Farms, Lands, Tenements, and Hereditaments herein after mentioned to be granted, bargained and sold; and being the same Consideration mentioned in a certain Indenture tripartite of Release, bearing equal Date herewith, and made between the same Parties as are Parties to these Presents, the said S. P. doth hereby acknowledge, and thereof and of and from every Part and Parcel thereof, doth hereby acquit, release, and for ever discharge the said M. W. his Heirs, Executors and Administrators, and every of them for ever by these Presents; and of the Sum of 10*s.* of like lawful Money

J. R. is joined with M. W. the Purchaser, to prevent M. W.'s Wife of her Dower.

Q

to

to the said S. P. T. S. and R. his Wife, in Hand also paid by the said M. W. and J. R. at or before the Enfealing and Delivery hereof, the respective Receipts of which said several Sums of 10*l.* a-piece, are hereby also acknowledged; and for divers other good Causes and Considerations them hereunto moving, they the said S. P. and E. his Wife, and T. S. and R. his Wife, have, and each and every of them hath bargained and sold, and by these Presents do, and each and every of them doth fully, clearly, and absolutely bargain and sell unto the said M. W. and J. R. their Heirs and Assigns, all (as in the Release), To have and to hold the said Messuage, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby bargained and sold, or intended so to be, with their and every of their Appurtenances, (except before excepted) unto the said M. W. and J. R. their Heirs and Assigns, to the Use of them the said M. W. and J. R. their Heirs and Assigns; in Trust nevertheless for the said M. W. his Heirs and Assigns for ever; and it is hereby declared and agreed, by and between all the said Parties to these Presents, That one or more Fine or Fines *Sur Cognizance de droit come ceo, &c.* in and by the said Indenture of Release, covenanted and agreed to be levied by the said S. P. and E. his Wife, and the said T. S. and R. his Wife, to the said M. W. and J. R. and the Heirs of one of them, this present *Michaelmas-Term*, of the said Messuage or Tenement and Farm, Lands, Hereditaments and Premises hereby bargained and sold, and all other Fine and Fines, Common Recovery and Common Recoveries, Conveyances and Assurances in the Law whatsoever heretofore had, made, done, levied, suffered and executed, or hereafter to be had, made, done, levied, suffered and executed of the said Messuage or Tenement, and Farm, Lands, Hereditaments and Premises, or any Part of them (except before excepted) between the said Parties to these Presents, or any of them, or whereunto they or any of them

2

shall

shall be Parties or Privy; shall be and enure, and shall be construed, deemed and taken to be and enure, and by all the said Parties to these Presents declared to be and enure, to the only proper Use and Behoof of the said *M. W.* and *J. R.* their Heirs and Assigns; in Trust nevertheless for the said *M. W.* his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever, or otherwise howsoever. *In Witness, &c.*

Bargain and Sale. Vide Conveyances 22.

Bill of Sale.

Bill of Sale of *Household-Goods, and Stock of Cattle, Corn, Hay, &c.*

TO all to whom these Presents shall come, *R. J.* (1.)
of, *Esq.* sendeth Greeting: Know ye,
That the said *R. J.* in Consideration of the Sum
of 100 *l.* of, *Esq.* to him in Hand paid by *J. J.* of,
Esq. aforesaid, Gent. at and before the Ensealing and
Delivery of these Presents, the Receipt whereof is here-
by acknowledged, he the said *R. J.* hath granted, bar-
gained, sold, and in plain and open Market delivered,
and by these Presents doth grant, bargain, sell, and in
plain and open Market deliver unto the said *J. J.* all
those Beds, Bedding and Furniture, Pictures, Chairs,
Stools, Tables, Looking-Glasses, Ranges, Grates, Fire-
shovel, Tongs, Linen, Woollen, Pewter, Brasses, and
all other Kitchen Furniture, Plates, Dishes, Pots, Ket-
tles, Brewing Vessels, and all other Furniture, Goods
and Chattels, and Things whatsoever, being in or a-
bout the Capital Messuage, called *C. H.* or the Out-
Houses

Houses thereof; and all those eight Oxen, two Cows, six Mares, two Geldings, four young Colts or Foals, four Calves, and other Cattle at S. in the said County of T. And all those Ricks, Stacks or Parcels of Wheat, Barley, Oats and Pease threshed or unthreshed in the Barns, Grounds, or Out-Houses of S. aforesaid; and also all Hay in the said Barns or in Ricks, at S. aforesaid; and all Carts, Wains, Plows, Harrows, and other Geer of Husbandry at S. aforesaid, and all his the said R. J.'s Furniture, Bedding, Linen, Woollen, and other Chattels in W. H. in the said County of, &c. and all Plate and other Moveables, Scrutores, Tables, Chairs, Looking-Glasses, China Ware, and other Things in W. H. aforesaid; To hold the said Goods and Premises to the said J. J. his Executors, Administrators and Assigns, as his and their own Goods and Chattels. *In Witness* whereof the said R. J. hath hereunto set his Hand and Seal, this - - - Day of, &c.

Bond.

Bond to pay Money at different Payments.

Know all Men, &c.

- (1.) **T**HE Condition of this Obligation is such, That if the above-bound E. A. her Heirs, Executors or Administrators, or any of them, do and shall well and truly pay, or cause to be paid, unto the above-named J. S. his Executors, Administrators or Assigns, the Sum of thirty-four Pounds of lawful Money of *Great Britain*, in Manner and Form following, (that is to say) the Sum of four Pounds, Part thereof on the
- 2
- sixteenth

sixteenth Day of *September* next ensuing the Date of these Presents; and from thenceforth five Pounds yearly, and every Year, on every sixteenth Day of *September*, till the said Sum of 34 *l.* shall be wholly paid and satisfied; then this Obligation to be void and of none Effect, or else to remain in full Force and Virtue.

*Sealed and delivered (being
first duly stamped) in the
Presence of*

J. W.

R. W.
W. T.

Know all Men, &c.

WHEREAS Sir T. W. of, &c. Bart. hath purchased of the Right Honourable A. L. V. the Manor of, &c. and several other Manors, Lands, Tenements and Hereditaments in the County of W. And whereas the Right Honourable B. L. V. at the special Instance and Request of the said A. L. V. and for his only Benefit, joined in the Sale thereof, and thereby relinquished the annual Sum of 500 *l.* for her Life, with the Payment whereof the said Manor of, &c. stood charged: Now the Condition of this Obligation is such, That if the said A. L. V. his Heirs, Executors or Administrators, shall and do well and truly pay or cause to be paid unto the said B. L. V. or her Assigns, during the natural Life of the said B. L. V. the annual Sum of 500 *l.* of, &c. in Manner and Form following, (that is to say) the Sum of 250 *l.* on the 25th Day of *June*, and the further Sum of 250 *l.* on the 25th Day of *December* then next, and which will be in the Year of our Lord, &c. and so the Sum of 250 *l.* upon every 25th Day of *June*, and 25th Day of *December* in every Year, during the natural Life of the said B. L. V. then this present Obligation to be void and of none Effect;

R

but

but if Default shall happen to be made in any of the Payments in any Year, then to be and remain in full Force and Virtue.

A Bond to the Lord Chancellor of Great Britain, on suing out a Commission of Bankruptcy.

Know all Men by these Presents, that I A. B. of, &c. am held and firmly bound to the Right Honourable P. Lord H. Baron of H. in the County of G. Lord High Chancellor of Great Britain, in 200 l. &c. to be paid to the said Chancellor, his Executors, Administrators, &c.

- (3.) **T**HE Condition of this Obligation is such, That if the above-bound *A. B.* do and shall, before the major Part of the Commissioners to be appointed in a Commission of Bankruptcy against *C. D.* of, &c. Evidence and prove, that the said *C. D.* is justly indebted to the said *A. B.* in the Sum of 100 l. and in like Manner prove that the said *C. D.* is become a Bankrupt within some or one of the Statutes made against Bankrupts; then this Obligation to be void and of none Effect; or else to remain in full Force and Virtue.

A Counter-Bond.

A Bond to indemnify one that is bound for another to the Judge of the Prerogative Court of Canterbury, touching the Distributing Intestates Estates.

Know all Men, &c.

- (4.) **W**HEREAS the above-named *J. G.* at the Request of the above-bound *E. B.* and together with her and *R. A.* of, &c. became bound to the Judge of the Prerogative Court of *Canterbury*, in the Penal Sum of 15000 l. with such Condition as is mentioned in the
- 2
- Statute

Statute, for the better Distributing Intestates Estates, as by the said Bond and Condition may more fully appear: Now the Condition of this Obligation is such, That if the above-bound E. B. her Heirs, Executors and Administrators, shall and do from Time to Time, and at all Times hereafter, well and sufficiently save, keep harmless and indemnified the above-named J. G. his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, of, from, and against all Damages, Costs, Charges, and Expences which shall be occasioned by the said J. G. entering into the said Bond, or otherwise relating thereunto; then this Obligation to be void; or else to remain in full Force and Virtue.

A *Bond* to keep down Interest, entred into by Mr. R. P. to his Son's Trustees.

Know all Men, &c.

WHEREAS the Sum of, £c. is by Mortgage (5.) charged on Part of the Estate of the above-bound R. P. the Elder; and whereas a Marriage is, by GOD's Permission, intended to be shortly had and solemnized between R. P. the Younger, eldest Son and Heir apparent of the above-named R. P. the Elder, and it is agreed that the Sum of, £c. shall continue charged on the Lands limited, or intended by Settlement on the said Marriage to be limited to the above-bound R. P. the Elder for his Life; but the above-bound R. P. the Elder hath agreed to pay the Interest of the said Sum of, £c. so long as he lives, and to keep the same down; so that the said R. P. the Younger be not charged with any Interest that shall grow due during his Father's Life: Now the Condition of this Obligation is such, That if the above-bound R. P. the Elder, shall and do, during the Term of his natural Life, pay the Interest of the said

faid Sum of, &c. as the same shall grow due; then this present Obligation to be void; or else to remain in full Force and Virtue.

Bond from L. F. of L. to A. B. for the Payment of 2000 l. within three Months after the Reversal of a Decree, or else to procure the Person, to whom Sir L. A. hath conveyed his Estate, to secure the said Sum to the Good-liking of A. B.

- (6.) **T**HE Condition of this Obligation is such, That whereas Sir L. A. of, &c. Bart. has an Appeal now depending before the Delegates, from a Decree made by the Commissioners of the forfeited Estates, touching an Estate of the said Sir L. A. in the County of N. Now if the said Delegates shall reverse the said Decree on which the said Appeal is grounded, and the said Sir L. A.'s Estate shall be decreed to him; then and in such Case, if he the said L. F. his Heirs, Executors and Administrators, shall and will within three Months after the said Reversal, either pay or cause to be paid to the said A. B. his Executors, Administrators or Assigns, the Sum of 2000 l. or otherwise procure the Persons, to whom the said Sir L. A. has conveyed his Estate, by Mortgage, or otherwise, to secure the said Sum of 2000 l. to the said A. B. to his Good-liking; then this Obligation to be void; or else to be and remain in full Force and Virtue.

Noverint, &c. Obligari Cur' Dom' Reginae de
Scaccario in, &c.

WHEREAS *J. P.* one of the Children of *M. P.* (7.)
 Daughter of *R. B.* late of, *Essex*. Gent. deceased, *To procure another Person, who was under Age when he executed, to confirm the same to the Purchaser.*
 did, on or about the 22d Day of *June* last, convey and
 assign unto the above-named *J. C.* all such Part, Share
 and Proportion which he the said *J. P.* then was, or af-
 ter the Decease of his Mother, the said *M. P.* should be
 intitled to, of, and in certain Messuages or Tenements
 and Ground-rents in *Gravel-Lane* in the Parish of *S.* in
 the County of *Middlesex*, and the Reversion and Rever-
 sions thereof, which were by the said *R. B.* by Will
 dated, *Essex*. given to the said *M. P.* for Life, and of and
 in the Monies for which the said Premisses should be
 sold; and whereas it hath been reported, That the said
J. P. was not of Age at the Time of executing the
 Conveyance to the said *J. C.* And whereas the said *J. C.*
 hath, at the Request of the said *P. B.* agreed to pur-
 chase the Part and Share of *H. P.* one of the Brothers of
 the said *J. P.* of and in the said Messuages or Tene-
 ments; and Ground-rents and Monies for which the
 same shall be sold, upon the said *P. B.* agreeing to enter
 into the above-written Bond or Obligation: Now the
 Condition of the above-written Obligation is such, That
 if the said *J. P.* shall and do, at any Time within two
 Years from the Date of the above-written Obligation,
 confirm to the said *J. C.* and his Heirs, the Conveyance
 and Assignment made to him by the said *J. P.* as afore-
 said; and also if the said *J. C.* his Heirs, Executors,
 Administrators and Assigns, shall and do from Time to
 Time, and at all Times for ever after the Decease of the
 said

saïd M. P. peaceably and quietly have, hold, occupy, possess and enjoy, all such Part, Share, and Proportion and Parts, Shares and Proportions of, in, and to the saïd Messuages or Tenements, and Ground-rents in *Gravel-Lane* aforesaid, and the Monies for which the same shall be sold, which they the saïd J. P. and H. P. and S. the Wife of him the saïd P. B. or any of them, have conveyed or assigned to the saïd J. C. without the Let or Interruption of or by any Person or Persons whatsoever, then the above-written Obligation to be void; but if Default be made in any of the Conditions aforesaid, then it is to be and remain in full Force and Virtue.

Bond. Vide **Assignment** 1, 2, 3. **Condition** 1. **Conveyance** 7. **Release** 7.

Charge.

A further Charge on a Mortgage.

(1.) **W**HEREAS the above-named G. L. is departed this Life, whereby B. L. Esq; eldest Son and Heir, and also Executor of the saïd G. L. is become legally intituled to the Equity of Redemption of the within mentioned mortgaged Premises; and whereas the above-named D. E. is also dead, having in his Life-time made his Last Will and Testament, dated, &c. and therein reciting, that there was due to him from M. L. the Principal Sum of 2500 l. secured by a Mortgage of his Share or Interest in the River of G— did by his saïd Will direct, that so soon as a convenient Purchase could be found or had, his Executors therein after

first Mortgagor and first Mortgagee both dead.

Heir of Mortgagor borrows of the Heir and Debtee of the Mortgagee.

named

named should, with the Approbation of his second Son, now Earl of — lay out the said Sum of 2500 *l.* owing to him from the said Mr. *L.* in the Purchase of Lands, Tenements or Hereditaments, to be conveyed to the several Uses therein after mentioned; and the said Testator's further Will and Meaning was, That until such Purchase should be made, as aforesaid, his Executors, and the Survivor of them, and the Executors or Administrators of such Survivor, should in the mean Time permit his said Son C. C. now — to receive to his own Use, the Interest of the said 2500 *l.* owing to the said Testator from the said Mr. *L.* as by the said in Part recited Will, Relation, &c. appears; and whereas no convenient Purchase hath yet been found; and whereas all Interest due for the said Sum of 2500 *l.* to the Day of the Date hereof, is paid off and discharged by the said B. *L.* And whereas the said B. *L.* hath this Day taken up and borrowed of the said Earl of — the further Sum of 500 *l.* of lawful Money of *Great Britain*, (which together with the before-mentioned Sum of 2500 *l.* amounts in the Whole to the Sum of 3000 *l.* Principal Money), the Receipt whereof the said B. *L.* doth hereby acknowledge, and thereof doth acquit, release and discharge the said Earl of — his Heirs, Executors, and Administrators, by these Presents: Now know ye, That for the Consideration aforesaid, he the said B. *L.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said Earl of —, his Heirs, Executors, Administrators and Assigns, by these Presents, That all and every the Premises in the within written Indentures mentioned, and thereby granted and released, shall from henceforth stand charged and chargeable, and be a Security for the Payment of the Sum of 3000 *l.* and Interest; and that the within mentioned mortgaged Premises shall not be redeemed or redeemable until the said Sum of 3000 *l.* and all Interest to grow due for the same, shall be fully paid and satisfied:

satisfied: Provided always, *Uc.* and the said Earl of ——— for himself, his Heirs and Administrators, doth covenant, promise and agree to and with the said *B. L.* his Heirs, Executors, Administrators and Assigns, by these Presents, That if the said *B. L.* his Heirs, Executors or Administrators, or any of them, shall and do well and truly pay, or cause to be paid unto the said Earl of ——— his Executors, Administrators or Assigns, the said Sum of 500 *l.* Part of the said Sum of 3000 *l.* together with Interest for the said whole principal Sum of 3000 *l.* after the Rate of 5 *l. per Cent. per Ann.* And also shall and do well and truly pay, or cause to be paid the said Sum of 2500 *l.* Remainder of the said premised Sum of 3000 *l.* to the several Persons, in and by the said in Part recited Will of the said Earl of ——— intituled to receive the same on the Day of next ensuing the Date of these Presents, without any Deduction, *Uc.* that then he the said Earl of ——— his Heirs, Executors or Administrators, shall and will, at the Request, Costs and Charges of the said *B. L.* his Heirs, Executors, Administrators and Assigns, convey the within mentioned Premises to the said *B. L.* his Heirs, Executors, Administrators or Assigns, or to such Person or Persons as he or they shall direct or appoint; and the said *B. L.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, and with the said Earl of ——— his Heirs, Executors, Administrators and Assigns, by these Presents, that they, and in such Case, the said *B. L.* his Heirs, Executors, Administrators or Assigns, shall and will well and truly pay the Sum of 3000 *l.* with Interest for the same after the Rate of 5 *l. per Cent. per Ann.* in manner aforesaid, according to the true Intent and Meaning of the above-written Proviso. *In Witness, &c.*

B. L.

P.

Clause.

Clause in a Deed relating to Lease and Renewal thereof.

AND that as for and concerning those two Mes- (1.)
 suages, Out-houses, Lands and Tenements,
 with their Appurtenances holden of the said
E. H. of the above-mentioned Hospital and Governors
 thereof, for the Residue of the said Term of twenty-one
 Years yet to come and unexpired, and out of this pre-
 sent Grant and Release excepted, as aforesaid, he the
 said *E. H.* doth hereby for himself, his Executors and
 Administrators, covenant, promise and grant, to and
 with the said *M. D.* and *H. G.* their Executors and ^{Trustees,}
 Administrators, that he the said *E. H.* shall and will ^{Settlements.}
 from Time to Time during his Life, and before the
 Expiration or other Determination of the said or of the
 like Term of twenty-one Years, if Occasion be, procure
 and obtain unto himself a new Grant and Lease of the
 said excepted Lands, Tenements and Hereditaments,
 with and under the same or the like Covenants, Pro-
 visoos, Reservations and Agreements, and for the like
 Time and Term as are comprised and contained in the
 said present Grant and Term of twenty-one Years, from
 and of the said Hospital and Governors thereof, so that
 there may be the same or like Term, Estate of twenty-
 one Years of and in the said excepted Premises in *Esse*
 and unexpired in him the said *E. H.* at the Time of his
 Decease, or when he shall assign or convey the same in
 Manner herein after expressed; and also that he the said
E. H. shall and will, some Time before his Decease,
 grant, assign, or well and sufficiently convey and trans-
 fer the said or the like Term and Estate of twenty-one
 Years, of and in the said mentioned to be excepted Te-
 T nements

nements and Premisses, to the said R. H. if he be then living, and also to such Person or Persons, to whom the Freehold and Inheritance of such of the before granted and released Premisses, among which the said excepted Tenements and Premisses do disperfedly lie, as aforesaid, shall at that Time, by and according to the Limitations herein before contained, belong and appertain. *In Witness, &c.*

Clause. Vide Declaration 2.

Codicil. Vide Will 5.

Condition.

Condition of a Bond for Payment of Money to Trustees, to be applied according to the Directions in a Will.

- (1.) **T**HE Condition of this Obligation is such, That if the above-bound E. L. and J. A. or either of them, their or either of their Heirs, Executors or Administrators, do well and truly pay, or cause to be paid unto the above-named J. C. W. H. and J. E. their Executors, Administrators or Assigns, the full Sum of, £c. to be paid and applied according to the Direction and Intention of the Last Will and Testament of J. C. late of, £c. deceased; then this Obligation, £c.

Condition for Payment of an Annuity to a Woman ^{Annuity for Life.}
till she marries, and from and after her Inter-
marriage to another in Trust for her.

WHEREAS the above-bounden *A. B.* hath out (2.)
of her great Goodness and Generosity agreed to
settle on *C. B.* Spinster, for her Life, the annual Sum
of 30 *l.* as a Recompence for her faithful Service: Now
the Condition of the above-written Obligation is such,
That if the said *A. B.* her Heirs, Executors and Admini-
strators shall and do from henceforth yearly and every
Year, during the natural Life of the said *C. D.* well and
truly pay or cause to be paid unto the said *C. D.* the an-
nual Sum of 30 *l.* of, &c. if she shall continue sole and
unmarried, or in Case the said *C. D.* shall happen to
marry, then and in such Case, and after such Marriage
of the said *C. D.* as aforesaid, if the said *A. B.* her Heirs,
Executors or Administrators, shall and do yearly and
every Year, during the Life of the said *C. D.* well and
truly pay, or cause to be paid unto the above-named *T. S.*
his Executors, Administrators and Assigns, the said annual
Sum of 30 *l.* in Trust, and for the sole, separate Use
and Disposal of the said *C. D.* and wherewithal no Per-
son, with whom the said *C. D.* shall intermarry, shall
intermeddle, or have any Power to dispose of, forfeit,
or incumber the same, the said annual Sum of 30 *l.* to
be paid to the said *C. D.* or her Assigns, until she shall
happen to marry; and in case she shall happen to mar-
ry, as aforesaid, then to be paid to the said *T. T.* in
Trust for the separate Use and Disposal of the said *C. D.*
by four equal quarterly Payments in the Year, that is
to say, at *Midsummer, Michaelmas, Christmas, and Lady-*
day; the first Payment thereof to be made on such of
the said Days of Payment, as shall first and next hap-
pen after the Date of these Presents, the said Payments
to be made in the T. Hall of L. and continue and
be

be made yearly and every Year, during the natural Life of the said C. D. without any Deduction or Abatement, for or by Reason of any Taxes, or other Matter, Cause or Thing whatsoever; then the above-written Obligation to be void, and of none Effect; but if there shall happen to be a Failure in Payment of the said annual Sum of 30 l. or any Part thereof, on any the said Days whereon the same ought to be paid, as aforesaid; then and in such Case the said Obligation to be and remain in full Force and Virtue.

In a Condition to indemnify against Bonds. Last of all (Jay)

- (3.) **A**ND shall save harmless and keep indemnified the said E. P. his Heirs, Executors and Administrators, his and their Goods and Chattels, Lands and Tenements, of, from, and against the said two several recited Obligations, and all Costs, Charges, Damages and Expences that shall happen to, or be sustained by him or them, by Means of the same Obligations respectively, and the Non-performance of any the said several Conditions to the same annexed, or any Ways relating thereunto; then this Obligation to be void, or else to be and remain in full Force and Virtue.

A Condition where A. having assigned to B. the Lease of the House where he now dwelleth, B. gives Bond to A. to indemnify him against the Rent, and Covenants contained in the Lease.

- (4.) **W**HEREAS the said W. R. hath assigned and made over unto the above-bound J. C. the Lease of the House wherein he now dwelleth, being the *Castle Tavern* in D. L. for the Remainder of a Term of seven Years, subject nevertheless to the Rent, Covenants and Agreements on the Lessee's Part to be paid, performed and kept: Now the Condition of this Obligation

gation is such, That if the above-bound *J. C.* shall and do from Time to Time save, keep harmless and indemnified the said *W. R.* his Executors and Administrators, his and their Goods and Chattels, of, from, and against all Costs, Charges, Damages and Expences whatsoever, which may any wise accrue or happen to him or them, by Reason of his making such Assignment; then this Obligation to be void, or else to be and remain in full Force and Virtue.

A Condition for the honest accounting of a Collector or Receiver of Rents by Virtue of a Letter of Attorney; with the Letter of Attorney annexed.

WHEREAS the above-named *P. T.* hath by a Letter (5.)
of Attorney, bearing equal Date herewith, constituted and appointed the above-bound *T. B.* Collector or Receiver of all Debts, Duties, Rent and Rents, Arrearages of Rents, Sum and Sums of Money due or hereafter to be due to the said *P. T.* from all and every the Tenants, Farmers and Occupiers of the several Manors, Messuages, Farms, Lands, Tenements and Hereditaments of the said *P. T.* in the County of — during the said *P. T.*'s Pleasure, as by the said Letter of Attorney, Relation being thereunto had, may more fully appear: Now therefore the Condition of the above-written Obligation is such, That if the above-bound *T. B.* shall and do, during his Continuance in the said Office, behave himself justly and faithfully in the Execution thereof, and shall and do account for and pay to *R. P.* of *London* — All Sum and Sums of Money, and other Matters and Things he shall receive by Virtue of the said Letter of Attorney, and shall also do all other Matters and Things that are most beneficial for the said *P. T.* or for his Profit and Advantage during his Continuance in the said Office; then this Obligation to be void, or else to be and remain in full Force and Virtue.

The Letter of Attorney follows :

KNOW all Men by these Presents, That I the said P. T. have made, ordained, constituted, appointed, and in my Place and Stead put, and by these Presents do make, ordain, constitute, appoint, and in my Place and Stead put T. B. of, &c. Gent. my true and lawful Attorney, during my Pleasure only, for me, and in my Name, and to my Use, to ask, sue for, levy, require, recover and receive, of and from all and every the Tenants, Farmers and Occupiers of my several Manors, Messuages, Farms, Lands, Tenements and Hereditaments, situate, lying and being in the County of — All such Debts, Duties, Rent and Rents, Arrearages of Rents, Sum and Sums of Money due, or hereafter to be due to me the said P. T. and upon Receipt or Receipts thereof in my Name, or in his own Name to make and give Acquittance, and other legal Discharges for the same; and also for me and in my Name and Stead, to make Entry or Entries into any Lands, Tenements or Hereditaments of me the said P. T. and thereupon to take or cause to be taken any Distress or Distresses out of which any Rent or Rents, or other Duty or Thing is or shall be due, reserved or payable unto me, and into any other Lands, Tenements and Hereditaments, that do or may belong unto me, by Reason of the Non-payment of any Rent or Rents, Sum or Sums of Money due, or to be due unto me by Virtue of any Lease or otherwise howsoever, and for me, and in my Name to receive and take all or any the Rents, Issues and Profits of all or any such Lands, Tenements and Hereditaments; and whatsoever my said Attorney shall do or cause to be done in or about the Premises, I the said P. T. do hereby ratify and confirm, as fully as if I in my own Person had done the same. *In Witness, &c.*

Consent.

A Consent to a Grant, and that they will not obstruct the Enjoyment of the same.

WHEREAS the Advowson within mentioned, (1.)
is (amongst other Things in Mortgage to us
whose Names are under-written: Now we
do hereby, at the Request of the within-named C. E.
consent to the within-mentioned Grant; and do hereby
agree, that we will not obstruct or hinder the within-
named T. H. in the full and quiet Enjoyment of the
Premises within granted, according to the true Intent
and Meaning of the within written Deed Poll.

Consent. Vide **Conveyances** 17. **Release** 1.

Conveyances.

*A Conveyance by Lease and Release from a Man
and his Wife and Trustees, to two joint Purchasers
of a Manor and Lands, wherein are divers Ex-
ceptions of other Lands adjoining to the Premises
sold; and likewise several Mortgages by Demise,
which were paid off out of the Purchase-Money,
with a Covenant for a Fine.*

[Vide the Covenants between the two Persons, that
each may enjoy a Moiety].

The

The Lease for a Year.

(1.)
*Perused and
settled by Mr.
Webb for the
Purchasers,
and by Mr.
Chauncey
and others, for
the Vendor's
Consideration.*

Grant.

THIS Indenture tripartite, made, &c. between A. &c. of the first Part, B. and C. &c. of the second Part, and D. and E. &c. of the third Part, witnesseth, That for and in Consideration of 5 s. a-piece of lawful, &c. to the said A. B. and C. in Hand, &c. by the said D. and E. well and truly paid, the Receipt whereof the said A. B. and C. do hereby acknowledge, and thereof and of every Part thereof do, and each and every of them doth clearly acquit and discharge the said D. and E. their Executors, Administrators and Assigns, and every of them for ever by these Presents; the said A. and likewise the said B. and C. (at the Request, and by and with the Consent, Direction and Appointment of the said A. testified by his Signing and Sealing these Presents) have, and each and every of them hath granted, bargained and sold, and by these Presents do, &c. unto the said D. and E. their Executors, Administrators and Assigns, all that the Manor of — with the Rights, Members and Appurtenances thereof in the said County of — (except as is herein after excepted) and all and singular Messuages, Lands, Tenements, Meadows, Closes, Wastes, Waste-Grounds, Rents, Services, Royalties, Privileges, Franchises, Liberties, Courts, Perquisites and Profits of Courts and Hereditaments whatsoever to the same Manor belonging, or in any wise appertaining (except as is herein after excepted) all that Messuage or Tenement, with the Backsides, Orchards, Gardens, Homestall Closes and Appurtenances thereunto adjoining and belonging, or therewith now or late used, occupied or enjoyed, situate, standing, lying, and being in the Town Precincts, Territories and Parish of B. aforesaid, and now, or late in the Tenure or Occupation of — his Assigns, or under Tenants, all that Messuage, &c. (and so describe the Rest of the Parcels which is to be taken

from the Vendor's Purchase-Deed) together with all and singular Houses, Out-houses, Edifices, Buildings, Barns, Stables, Dove-houses, Yards, Orchards, Gardens, Back-fides, Curtilages, Home-Stalls, Home-Closets, Lands, Leys, Hades, Baulks, Meadows, Pastures, Feedings, Closets, inclosed Grounds, Commons and Common of Pasture, Common of Furze, Turffs and Estovers, Sheep-walks, Trees, Woods, Underwoods, Wastes, Waste-Ground, Rents, Quit-Rents, Heaths, Furzes, Wares, Waters, Fishings, Fisheries, Courts-Leet, Views of Frankpledge, Courts-Baron, Warrens, Goods and Chattels of Felons, Estrays, Liberties, Rights, Royalties, Privileges, Jurisdictions, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, to the said Manor, Messuages, Mill, Closets, Meadows, Lands, Tenements, Hereditaments and Premises belonging, or in any wise appertaining, or therewith now, or late used, occupied or enjoyed, or accepted, reputed, taken thereunto, except and out of these Presents always reserved, all that the Site, &c. (describe the Premises adjoining in the same Manner as the Parcels before, and also others) and also except and out of these Presents reserved the Advowson, Donation and Right of Presentation of and to the Church of B. aforesaid; and except and out of these Presents reserved all those Messuages, Closets, Lands and Hereditaments, with their Appurtenances herein after mentioned, viz. All those Messuages, Cottages or Tenements, with their respective Home-Stalls, Home-Steads and Home-Closets, Commons and Appurtenances thereunto belonging, or therewith now or late severally used, occupied or enjoyed, now or late in the several Tenures or Occupations of — (several Tenants Names) or of their respective Under-Tenants or Assigns, and all Messuages, &c. (and so others particularly described); all which said excepted Messuages, Lands, Meadows, Hereditaments and Premises, are situate, standing, lying and being in the Town, Fields and Parish of B. aforesaid, and the Re-

These Exceptions were made for fear the General Words should comprehend the Lands.

X

version

version and Reversions, Remainder and Remainders,
 Rents, Issues and Profits of all and singular the said
 Premises, and of every or any Part or Parcel thereof;
 Habend'. To have and to hold the said Manor, Messuages, Mill,
 Closes, Meadows, Lands, Tenements, Hereditaments,
 and all and singular other the Premises herein before-
 mentioned or intended to be hereby granted, bargained
 and sold, with their and every of their Appurtenances,
 and every Part and Parcel thereof (except before ex-
 cepted) unto the said D. and E. their Executors, Admi-
 nistrators and Assigns, from the first Day, &c. Reddend'
 Reddend'. unto the said A. B. and C. and the Heirs and Assigns of
 To the Intent, &c. the said A. the Rent, &c. to the Intent, that by Virtue
 &c. of these Presents and of the Statute for transferring
 Uses into Possession made and provided, the said D. and
 E. may be in the actual Possession of the said Manor,
 Messuages, Mill, Closes, Meadows, Lands, Tenements,
 Hereditaments, and all and singular other the Premises
 herein before-mentioned, or intended to be hereby
 granted, bargained and sold, with their and every of
 their Appurtenances, and every Part and Parcel thereof,
 and may be enabled to accept and take a Grant and Re-
 lease of the Reversion and Inheritance thereof to them
 and their Heirs, to and for the only proper Use and
 Behoof of them the said D. and E. and of their Heirs
 and Assigns for ever. *In Witness, &c.*

The Release.

*Consideration
 of Money paid
 to several
 Mortgages.*

THIS Indenture tripartite, &c. between A. &c.
 and F. his Wife, of the first Part, B. and C. &c.
 of the second Part, and D. and E. &c. of the third
 Part, witnesseth, that for and in Consideration of several
 Sums of Money, amounting in the Whole to the
 Sum of — of lawful, &c. paid by the said D. and E.
 at the Request, and by the Direction of the said A. B.
 and C. to several Persons herein after named and men-
 tioned, being in full of the several Principal Sums and
 Interest

Interest due on the respective Indentures of Mortgage herein after mentioned and excepted, made of several Parts or Parcels of the Messuages, Clofes, Lands, and Hereditaments hereafter in, and by these Presents granted and conveyed for several Terms of Years, the Residue of which said respective Terms of Years are assigned, or intended to be assigned in Trust for the said *D.* and *E.* their Heirs and Assigns. And in Consideration of the further Sum of ——— of like Money to the said *A.* in Hand, &c. by the said *D.* and *E.* likewise truly paid (which said several Sums of ——— and ——— make up and amount together to the Sum of ——— of lawful, &c. being the full Sum of Money agreed to be paid by the said *D.* and *E.* for the absolute Purchase of the Manor, Messuages, Mill, Clofes, Lands, Tenements and Hereditaments herein after mentioned, or intended to be granted, released and confirm'd, and the Fee-simple and Inheritance thereof); the Receipt and Payment of which said several Sums of ——— and ——— the said *A.* doth hereby acknowledge, and of and from the same, and either of them, and every Part thereof, doth clearly acquit, release and discharge the said *D.* and *E.* and either of them, their and either of their Heirs, Executors, Administrators and Assigns for ever, by these Presents; and in Consideration of 5*s.* a-piece of like Money to the said *B.* and *C.* in Hand, &c. by the said *D.* and *E.* well and truly paid, the Receipt whereof they do also acknowledge, the said *A.* and likewise the said *B.* and *C.* (at the Request, and by and with the Consent, Direction and Appointment of the said *A.* testified by his being a Party to, and Signing and Sealing these Presents) have, and each and every of them hath granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these Presents do, &c. doth fully and absolutely grant, &c. unto the said *D.* and *E.* (in the actual Possession now being, of the Manor, Messuages, Mill, Clofes, Meadow Lands, Tenements, and Hereditaments herein after mentioned, or intended to be

And of a further Sum to the Vendor, &c.

be granted, released and confirmed, by Virtue of a Bargain and Sale to them thereof made by the said *A. B.* and *C.* in Consideration of 5*s.* a-piece, by Indenture bearing Date the Day next before the Day of the Date of these Presents for one Year, commencing from the first Day of this instant Month of ——— and by Force of the Statute for transferring Uses into Possession made and provided) and to the Heirs and Assigns of the said *D.* and *E.* for ever, all that the Manor, &c. (as in the Lease for a Year, with the Exceptions) and the Reversion and Reversions, Remainder and Remainders, and all and singular the yearly and other Rents, Issues and Profits whatsoever, of all and singular the said Premises, and of every Part and Parcel thereof (except before excepted); and also all the Estate, Right, Title, Interest, Inheritance, Use, Trust, Possession, Reversion, Property, Claim and Demand whatsoever, in Law and Equity, of them the said *A. B.* and *C.* and either or any of them, or of any other Person or Persons in Trust for them, or any of them, or for their or any of their Use and Uses of, in, to and out of the said Manor, Messuages, Mill, Clofes, Meadows, Lands, Tenements, Hereditaments, and all and singular other the Premises herein before mentioned, or intended to be hereby granted, released and confirmed, with their and every of their Appurtenances, and every Part and Parcel thereof, by any Ways or Means whatsoever and howsoever, together with all and singular Deeds, Evidences, Muniments, Counterparts of Leases, and other Writings whatsoever touching or concerning the said Premises only, or only any Part thereof, which now are in the Hands, Custody or Possession of the said *A. B.* and *C.* or any of them, or of any other Person or Persons in Trust for them, or any of them, or for their or any of their Use or Uses, or which they or any of them can come by without Suit at Law, or in Equity, and likewise true Copies at the Charges of the said *D.* and *E.* their Heirs and Assigns, of all such other Deeds and Writings which concern the

said

faid Premiffes, or any Part thereof jointly with any other Meffuages, Lands and Tenements; To have and ^{Habend.} to hold the faid Manor, Meffuages, Mill, Clofes, Meadows, Lands, Tenements, Hereditaments, and all and fingular other the Premiffes herein before-mentioned, or intended to be hereby granted, releafed and confirmed, with their and every of their Appurtenances, and every Part and Parcel thereof, unto the faid D. and E. their Heirs and Affigns for ever, to and for the only proper Ufe and Behoof of the faid D. and E. and of their Heirs and Affigns for ever. And the faid A. for himfelf, and the faid F. his Wife, and their Heirs, and each of them the faid B. and C. for himfelf and his Heirs only and feveral-ly, and not jointly nor one for the other, do feveral-ly and refpectively covenant, promife, and grant to and with the faid D. and E. their Heirs and Affigns, jointly and feverally by thefe Presents, that they the faid A. and F. his Wife, B. and C. and their Heirs, fhall and will, at the Cofts and Charges of the faid D. and E. their Heirs and Affigns, before the End of ——— Term next enfuing the Date hereof, acknowledge and levy before the Juftices of his Majefty's Court of Common Pleas at *Westminfter*, unto the faid D. and E. and their Heirs, or the Heirs of one of them, one or more Fine or Fines *Sur conuizance de droit come ceo, &c.* with Proclamations to be thereupon had and made, according to the Form of the Statute or Statutes in that Behalf made and provided, and according to the ufual Courfe of, or for Fines with Proclamations for Affurance of Lands and Tenements in fuch Cafes ufed of the faid Manor, Meffuages, Mill, Clofes, Meadows, Lands, Tenements, Hereditaments, and all and fingular other the Premiffes herein before-mentioned or intended to be hereby granted, releafed and confirmed, with their and every of their Appurtenances, by fuch Name or Names, Descriptions, Quantities, Qualities, Contents and Certainties, as by the faid D. and E. their Heirs, Affigns, or their or any of their Counfel learned in the Law, *Covenant to levy a Fine from the Vendor and Wife, and Trustees.*

Y fhall

*Covenant, that
the Vendors
are seised in
Fee.*

shall be reasonably devised, or advised and required, which said Fine or Fines so as aforesaid, or in any other Manner or Sort to be levied or executed, and all and every other Fine and Fines whatsoever heretofore acknowledged and levied, or hereafter to be acknowledged and levied by or between the said Parties to these Presents, or any of them, of the said Manor, Messuages, &c. Hereditaments and Premises, or any of them, or any Part thereof, (except before excepted) shall be and enure, and so were at the Time of Levying thereof, meant and intended to be and enure, and are intended and hereby declar'd by all the said Parties to these Presents, to be and enure, and to have been and enured to and for the only proper Use and Behoof of the said D. and E. and of their Heirs and Assigns for ever, and to or for no other Use, Intent, or Purpose whatsoever, and the said A. for himself, his Heirs, Executors, Administrators, doth covenant, promise, grant, and agree to and with the said D. and E. their Heirs and Assigns, by these Presents, in Manner and Form following, (that is to say) That (for notwithstanding any Act, Matter or Thing whatsoever by him the said A. or any of his Ancestors, committed, done, or suffered to the contrary,) he the said A. and the said B. and C. or some of them, now at the Time of Sealing and Delivery of these Presents are, stand, or one of them is, and standeth lawfully and rightfully seised of and in the said Manor, &c. Hereditaments, and all and singular other the Premises herein before-mentioned or intended to be hereby granted, released and confirmed, with their and every of their Appurtenances, and every Part and Parcel thereof, of a good, sure, perfect, lawful, absolute and indefeasible Estate of Inheritance in Fee-simple, to the Use of them the said A. B. and C. and of the Heirs of the said A. or the Heirs of some or one of them, without any Remainder or Remainders over, Condition, Power of Revocation, Trust, Limitation of any Use or Uses, or any other Restraint, Act, Matter or Thing what-

whatsoever, to alter, change, charge, determine, incumber, defeat, evict, or make void the same Estate in any Manner of wise: And that (for and notwithstanding any such Act, Matter or Thing committed, done, ^{And have Power to grant.} or suffered, as aforesaid) they the said A. B. and C. or some of them, now at the Time of the Sealing and Delivery of these Presents, have in themselves, or one of them hath in himself, full Power, good Right, true Title, and lawful and absolute Authority to grant, bargain, sell, release and confirm the said Manor, &c. Hereditaments, and all and singular other the Premises herein before-mentioned, or intended to be hereby granted, released and confirmed, and every Part and Parcel thereof, with their and every of their Appurtenances unto the said D. and E. their Heirs and Assigns for ever, in Manner as aforesaid, and according to the true Meaning of these Presents. And further, that the said D. and E. their Heirs and Assigns, shall or lawfully may from henceforth from Time to Time, and at all Times for ever hereafter, peaceably and quietly enter ^{And that the Purchasers shall quietly enjoy.} into, have, hold, occupy, possess and enjoy the said Manor, &c. Hereditaments, and all and singular other the Premises herein before-mentioned, or intended to be hereby granted, released and confirmed, with their and every of their Appurtenances, and every Part and Parcel thereof, and receive, take and enjoy all and singular the Rents, Issues and Profits thereof, to their own Uses, without any lawful Let, Suit, Trouble, Denial, Molestation, Eviction, Interruption, Recovery, Claim or Demand of, from, or by the said A. B. and C. their Heirs or Assigns, or any of them, or any other Person or Persons whatsoever lawfully claiming, or to claim, by, from, under, or in Trust for them, or any of them or any of the Ancestors of the said A. and that free and clear, and freely and clearly acquitted and discharged of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Feoffments, Forfeitures, Rents, Duties, Annuities, ^{Free from Incumbrances.}

*Except a
Mortgage
Term.*

Another.

*Others, all
which are as-
signed to at-
tend the Inhe-
ritance for the
Purchaser.*

*Covenant to
make further
Assuran. e.*

ties, Jointures, Dowers and Titles of Dower, and Thirds, Uses, Trusts, Wills, Entails, Statutes Merchant and of the Staple, Recognizances, Judgments, Extents, Executions, and of and from all other Charges, Debts, Estates, Titles, Troubles, and Incumbrances whatsoever, had, made, committed, done or suffered by the said *A. B. and C.* or any of them, or any of the Ancestors of the said *A.* except a Term of 1000 Years of and in Part of the said Premises vested and settled in *G.* and *H.* by an Act of Parliament passed in the — Year of the Reign, *Œc.* intituled, (An Act for enabling *R.* and *A.* Son and Heir apparent of the said *R.* to raise Money to pay the Debts of the said *R.* and to make a Settlement for the Benefit of themselves and Family); the Residue of which said Term of — Years was by Indenture tripartite, bearing Date, *Œc.* assigned by the said *G.* and *H.* by the Direction of the said *R.* unto *L.* of, *Œc.* subject to a Proviso for re-assigning thereof, upon Payment of the several Sums of, *Œc.* at the respective Times therein mentioned, and long since passed; and except a certain Term of — Years of and in other Part of the said Premises granted by the said *D.* and *A.* unto *M.* of, *Œc.* by Indenture bearing Date, *Œc.* subject to a Proviso for making void thereof, upon Payment of the several Sums of, *Œc.* at the several Times therein mentioned and since past; and except, *Œc.* (and so others the same Manner, then say) the Residue of all which said several Terms of Years before-mentioned are assigned or intended to be assigned by the Direction of the said *A. B. and C.* at the Nomination of the said *D.* and *E.* unto *N.* and *O.* and *P.* *Œc.* or some or one of them, in Trust, to be disposed of as the said *D.* and *E.* their Heirs or Assigns shall direct and appoint; and in the mean Time, and until such Direction and Appointment, in Trust, to attend and wait upon the Freehold and Inheritance of the said Premises hereby conveyed or intended to be conveyed. And lastly, That he the said *A.* his Heirs, Executors and Administrators, and

all and every other Person or Persons lawfully claiming, or which shall or may lawfully claim any Estate, Right, Title, or Interest of, in, to, or out of the said Manor, &c. Hereditaments, and all or any other the Premises herein before-mentioned, or intended to be hereby granted, released and confirmed, or any Part or Parcel thereof, by, from, under, or in Trust for him, or by, from, or under any of the Ancestors of the said A. shall and will from Time to Time, and at all Times within the Space of ten Years next ensuing the Date hereof, at, and upon the Request, Costs and Charges in the Law of the said D. and E. their Heirs or Assigns, or any of them, make, do, acknowledge, levy, suffer and execute, or cause and procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable Act and Acts, Deed and Deeds, Thing and Things, Devises, Conveyances and Assurances in the Law whatsoever, for the further, better, and more perfect assuring, conveying, vesting, sure making and confirming the said Manor, &c. Hereditaments, and all and singular other the Premises herein before-mentioned, or intended to be hereby granted, released and confirmed, with their and every of their Appurtenances, and every Part and Parcel thereof, unto and in the said D. and E. their Heirs and Assigns for ever, in manner as aforesaid, and according to the true Meaning of these Presents, be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds inrolled or not inrolled, the Inrollment of these Presents, Recovery or Recoveries, with single, double or treble Voucher or Vouchers, Release and Confirmation, with Warranty, or otherwise, or without or by all or any, and such and so many of the aforesaid Ways or Means, or by any other Ways or Means whatsoever, as by the said D. and E. their Heirs or Assigns, or their or any of their Counsel learned in the Law shall be reasonably devised or advised and required, so as such further Assurance or Assurances contain

Z

therein

*Limitation of
the Warranty.*

*And that all
further Assu-
rance to enure
to the Pur-
chaser.*

*Covenant from
the Trustee,
that he has
not incumbered.*

therein no further or greater Warranty or Covenants, than are in these Presents contained, and so as the Party or Parties, required to make and execute the same; be not compelled or compellable to go or travel (more than twenty Miles from their respective Places of Abode) or further than the Cities of *London* and *Westminster*, for the doing thereof; and it is covenanted, declared and agreed, by and between all the said Parties to these Presents, for themselves, their Heirs and Assigns, that all and every such further and other Assurance and Assurances, which shall or may, at any Time or Times hereafter be made, levied, suffered or executed by or between the said Parties to these Presents, or any of them of the said Manor, &c. Hereditaments, and all or any other the Premises herein before-mentioned, or intended to be hereby granted, released and confirmed, or any Part or Parcel thereof, shall be and enure, and are intended and shall be construed and taken, and are hereby declared by all the said Parties to these Presents, to be and enure to and for the only proper Use and Behoof of the said *D.* and *E.* and of their Heirs and Assigns for ever, and to or for none other Use, Intent or Purpose whatsoever; and the said *B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said *D.* and *E.* their Heirs and Assigns severally, by these Presents, That he the said *B.* hath not at any Time heretofore made, done, or committed any Act, Matter, or Thing whatsoever, whereby, wherewith, or by Means whereof the said Manor, &c. Hereditaments, and all or any other the Premises herein before-mentioned or intended to be hereby granted, released and confirmed, or any Part or Parcel thereof now are, or is or at any Time hereafter shall or may be impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever. The same Covenant for *C.* *In Witness, &c.*

The Receipt.

I the within named *A.* do acknowledge to have received on the Day of the Date within written, of and from the within-named *D.* and *E.* the Sum of ——— which with the Sum of ——— paid by them in Discharge of the several Mortgages within mentioned, amounts together to the Sum of ——— in full for the absolute Purchase of the Manor, Messuages, Lands, and Hereditaments by the within written Indenture granted and conveyed.
Witness my Hand the Date within——

Conveyance from a Man and his Wife and Trustee, to one Purchaser of Land wherein two Mortgages by Demise are excepted, which had been before assigned.

The usual Form.

THIS Indenture tripartite, made, &c. between *A.* (2.) of the first Part, *B.* of the second Part, and *C.* of the third Part, witnesseth, &c. ^{*A. is the Trustee.*} [as the preceding to the Reddend' mutatis mutandis, and leaving out the Exceptions] Reddend' unto the said *A.* and *B.* their Heirs or Assigns, or some of them, the Rent, &c. to the Intent, &c. the said *C.* may be in the actual Possession of all and singular the said Premises, and may be enabled to accept, &c. — This Indenture tripartite, &c. between *A.* of the first Part, and *B.* and *D.* his Wife of the second Part, and *C.* of the third Part, witnesseth, That for and in Consideration of the Sum of — *l.* of lawful, &c. to the said *B.* in Hand, &c. by the said *C.* well and truly paid (being the full Sum of Money agreed to be paid by the said *C.* for the absolute Purchase of the Messuage, Lands, and Hereditaments, herein after mentioned, or intended to be hereby granted, sold, released and confirmed, and the Fee-simple and Inheritance thereof) the Receipt of which said Sum of — *l.* the said *B.*

*Perused by
Mr. Mynshall.*

B. doth hereby acknowledge, and thereof, *Uc.* doth, *Uc.* discharge the said C. his Heirs, Executors, Administrators and Assigns for ever, by these Presents; and in Consideration of 5 s. of like Money to the said A. in Hand, *Uc.* by the said C. likewise truly paid, the Receipt, *Uc.* the said A. (at the Request, and by and with the Consent, Direction and Appointment of the said B. testified by his being a Party to and Signing and Sealing Presents) and likewise the said B. and D. his Wife have, and each and every of them hath granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by, *Uc.* do, *Uc.* doth fully and absolutely grant, *Uc.* (as the preceding to) and the Reversion, *Uc.* And also all the Estate, *Uc.* whatsoever, either in Law or Equity of them the said A. B. and D. his Wife, or any of them, or of any other Person, *Uc.* together with all and singular Deeds, *Uc.* *Habend'*, *Uc.* and the said A. for himself and his Heirs only and severally; and the said B. *Uc.* for himself, and the said D. his Wife, and their Heirs, do severally and respectively covenant, *Uc.* that they the said A. B. and D. his Wife, or their Heirs, shall and will, at the Costs, *Uc.* levy a Fine, and the said A. for himself, his Heirs, Executors and Administrators, doth covenant, *Uc.* that he has not incumbered. And the said B. for himself, his Heirs, Executors and Administrators, doth covenant, *Uc.* that (for and notwithstanding any Act, Matter or Thing whatsoever by him the said B. or by E. of, *Uc.* deceased, or any other Person or Persons whatsoever lawfully claiming, or which shall or may claim by, from, under, or in Trust for them, or either of them, committed, done or suffered to the contrary) he the said B. and the said A. now, *Uc.* are and stand, or one of them is and standeth lawfully and rightfully seised of and in the said Messuage, *Uc.* and all and singular, *Uc.* in Fee-simple, to the Use of themselves and their Heirs, or one of them and his Heirs, without any Remainder, *Uc.* And that (for and notwithstanding, *Uc.*) they the

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said

faid B. and A. now, &c. have in themselves, or one of them, hath in himself full Power, &c. And further, that the faid C. his Heirs and Assigns, shall, &c. (enjoy without Interruption) whatsoever, of, from, or by the faid B. and A. or either of them, or any other Person or Persons lawfully claiming, or which shall or may claim, by, from, under, or in Trust for them, or either of them, or by, from, under, or in Trust for the aforesaid E. deceased, and that free and clear, &c. (from Incumbrances) suffered by them the faid B. and A. or either of them, or by the aforesaid E. deceased, or any other Person or Persons lawfully claiming, or which shall or may claim, by, from, under, or in Trust for them, or any of them, or by or through their or any of their Means, Act, Right, Title, Default, Privilege or Procurement, except a certain Term of — Years Except a Term. granted of and in the faid Premises by — unto — by Indenture bearing Date, &c. subject to a Proviso for making void the faid Term, upon Payment of the Sum of — at the several Times in the faid Indenture mentioned; the Residue of which faid Term was afterwards legally assigned, and came unto — in Trust for the faid — and B. and the Heirs and Assigns of the faid B. according to their several Interests in the faid Premises, and to wait upon the Inheritance thereof: And the now Residue of which faid Term is by Indenture bearing even Date with these Presents, assigned by the faid — by the Direction of the faid B. and at the Nomination of the faid C. unto — in Trust, to be disposed of, &c. and in the mean Time, &c. And also except one other Term of — Years limited of and in the faid Premises, to — by Indentures of Lease and Release, the Lease bearing Date the — and the Release being Quadripartite of — Days, &c. made between, &c. upon the Trusts, and for the Purposes in the faid Indenture of Release mentioned, the Residue of which faid Term of — Years by Indenture quadripartite, bearing Date, &c. made, or, &c. between, &c.

And except a Term limited by Indenture of Release.

A a

was

was assigned unto the ——— in Trust for the said B. his Heirs and Assigns, and attend and wait upon the Inheritance of the said Premises, and by Indorsement on the last mentioned Indenture bearing even Date with these Presents, is assigned by the said ——— by the Direction of the said B. and at the Nomination, &c. (*as the other*): And lastly, That he the said B. his Heirs, Executors and Administrators, and all and every other Person, &c. claiming, &c. by, from, under, or in Trust for him or them, or by, from, under, or in Trust for the aforesaid E. deceased, or any of them, shall and will, &c. (make further Assurance, *as the preceding*) which Assurance to enure to the Purchaser. In Witness, &c.

Conveyance from a Man and his Wife, and their Children, and Trustee, of Part of Lands that were settled to Uses.

With Warranty against the Father and Uncle of the Vendor.

(3.) Perused by Mr. Mynshall. N. the Vendor, had Power to sell according to the Settlement, D. is the Trustee. THIS Indenture, made, &c. between A. of, &c. Son and Heir of B. late, &c. deceased, and also Nephew and Heir of C. late, &c. deceased, and D. of, &c. of the one Part, and E. of, &c. of the other Part, witnesseth, &c. [*All as the first, leaving out the Exceptions.*]

This Indenture tripartite, made, &c. between A. &c. (*as before*) and F. the Wife of the said A. and D. &c. of the first Part, G. of, &c. Son and Heir apparent of the said A. H. of, &c. J. &c. K. &c. L. &c. M. &c. (which said G. H. J. K. L. and M. are the Children of the said A. by the said H. his Wife) of the second Part, and E. &c. of the third Part, witnesseth, that for and in

Consideration of the Sum of — of lawful, &c. to the said A. and H. his Wife, in Hand, &c. by the said E. well and truly paid (being the Sum agreed, &c.) and in Consideration of 10*s.* a-piece of like Money to the said D. G. H. &c. in Hand, &c. by the said E. likewise truly paid, the Receipt of which said several Sums of — *l.* and 10*s.* the said A. and F. his Wife, D. G. H. &c. do hereby respectively acknowledge, and thereof, &c. the said A. and H. his Wife, and likewise the said D. G. H. &c. have and each and every of them hath granted, &c. and by these Presents do, &c. fully and absolutely grant, &c. unto the said E. (in the actual Possession, &c. *as usual*) and the Reversion, &c. and also the Estate, &c. whatsoever in Law and Equity of them the said A. and H. his Wife, D. G. H. &c. or any of them, or of any other Person, &c. together with all and singular Deeds, &c. which are in the Hands, Custody or Possession of the said A. and H. his Wife, D. G. H. &c. or any of them, or of any other Person, &c. *habend'*. And the said A. for himself, and the said H. his Wife, and each of them the said D. G. H. &c. for him and herself, and his and her Heirs only and severally, and not jointly, nor one for the other, do severally and respectively covenant, &c. that they the said A. and H. his Wife, D. G. H. &c. or their Heirs, shall and will, at the Costs, &c. levy a Fine as usual. And the said A. for himself, his Heirs, Executors and Administrators, doth covenant, &c. that (for and notwithstanding any Act, Matter or Thing whatsoever by him the said A. or by the aforesaid B. the late Father, and C. the late Uncle of the said A. or either of them, or any other Person or Persons lawfully claiming by, from, under, or in Trust, or any of them committed, done, or suffered to the contrary) he the said A. and the said D. now, &c. are and stand, or one of them is and standeth lawfully, &c. seised, &c. in Fee-simple to the Use of them the said A. and D. or one of them, and of the Heirs of the said A. without, any Remainder, &c.

And

*Except a
Term limited
by a Settle-
ment to Tru-
stees, which is
assigned.*

And that (for and notwithstanding, &c.) they the said *A.* and *F.* his Wife, *D. G. H.* &c. or some of them, now, &c. have in themselves, or one of them hath in him or herself, full Power, &c. And further that the said *E.* his Heirs and Assigns shall, &c. (enjoy without Interruption) whatsoever, of, from, or by the said *A. D. G. H.* &c. or any of them, or any other Person or Persons lawfully claiming, or which shall or may claim, by, from, under, or in Trust for them, or any of them, or by, from, under, or in Trust for the aforesaid *B.* the late Father, or *C.* the late Uncle of the said *A.* or any of them, and that free, &c. (from Incumbrances) suffered by them the said *A. D. G. H.* &c. or any of them, or any other Person or Persons lawfully claiming, or which shall or may claim by, from, under, or in Trust for them, or any of them, or by, from, under, or in Trust for the aforesaid *B.* the late Father, or *C.* the late Uncle of the said *A.* or any of them, or by or through their or any of their Means, Act, Right, Title, Privy, Defaults or Procurement, except a Term or Estate for 500 Years, of and in the said Premises, by certain Indentures of Lease and Release, the Lease bearing Date the ——— and the Release tripartite bearing Date the ——— made between, &c. limited unto the said ——— and *P.* their Heirs, Administrators and Assigns, upon and subject to the Trust therein mentioned of and concerning the same, the Residue of which said Term is assigned, or intended to be assigned, by the Direction of the said *A. D. G. H.* &c. and at the Nomination of the said *E.* unto ——— in Trust, to be disposed of, &c. And lastly, that he the said *A.* his Heirs, Executors and Administrators, and all and every other Person, &c. claiming, &c. by, from, under, or in Trust for him or them, or by, from, under, or in Trust for the aforesaid *B.* the late Father, or *C.* the late Uncle of the said *A.* or any of them, shall and will from Time to Time, &c. (make further Assurance, *as the preceding*) which Assurance, and all others, to enure

to the Purchaser, and add a Covenant from D. that he has not incumbered. *In Witnesses, &c.*

From a Father and his eldest Son of several Messuages, wherein Part of the Purchase-Money is mentioned to be paid to a Mortgage by Demise, which is excepted and assigned, (and also a Quit-rent and several Leases,) and a Judgment, which is likewise assigned for the Benefit of the Purchaser.

With a Covenant for a general Warranty from the Vendor.

THIS Indenture made, &c. between A. &c. and (4.)
 B. eldest Son and Heir apparent of the said A. by ^{Perused by}
 C. his Wife, deceased, of the one Part, and D. &c. of ^{Mr. Myn-}
 the other Part, witnesseth, that the said A. and B. for ^{shall.}
 and in Consideration of 5 s. a-piece, of lawful, &c. to
 them in Hand, &c. by the said D. the Receipt, &c.
 and thereof, &c. do, and either of them doth clearly
 acquit, &c. have, and either of them hath granted,
 bargained, and sold, and by, &c. do, &c. unto the
 said D. all, &c. [*describe Ground on which Messuages*
are built, and the Messuages whose Tenure they are in
then] and which said Ground, on which the said Mes-
 suages, Tenements and Hereditaments are now stand-
 ing, were (with other Ground) purchased by — and his
 Heirs for ever, of — as by Indenture bearing Date,
 &c. inrolled in the High Court of Chancery, may ap-
 pear, and all Rooms, Cellars, Sollars, Yards, Ways,
 Passages, Lights, Easements, Waters, Water-courses,
 Common, Emoluments and Hereditaments whatsoever to
 the said Messuages or Tenements, Ground and Pre-
 mises, and every or any Part thereof belonging or ap-
 pertaining, or used, occupied, or enjoyed therewith, or
 with any of them, or any Part thereof; and all other
 B b the

the Messuages or Tenements, Ground and Hereditaments whatsoever, of, or belonging to the said A. and B. and either of them within the said Parish, &c. and the Reversion, &c. *habend'*, *reddend'* unto the said A. and B. their Heirs and Assigns, the Rent, &c. to the Intent, &c. [*as common to*] to accept and take a Grant and Release of the Reversion and Inheritance thereof to, and to the Use of him and his Heirs and Assigns. *In Witnesses, &c.*

Consideration. This Indenture made, &c. between the same Parties, witnesseth, that for and in Consideration of the Sum of ——— *l.* of lawful, &c. to F. of, &c. in Hand paid by the said D. at or before Sealing, &c. at the Request and by the Direction of the said A. and B. testified by their Signing and Sealing these Presents in full Payment and Satisfaction of all Monies to him due and owing on a Mortgage of the Messuages or Tenements and Premises herein after mentioned by Demise for 500 Years, and herein after excepted in the Covenants of the said A. and B. herein after contained. And in Consideration of the Sum of ——— of like Money to the said A. and B. in Hand also paid by the said D. at or before, &c. the Receipt and Payment of which said Sums of ——— and ——— the said A. and B. do hereby acknowledge, and thereof and of either of them, and every Part thereof do, and either of them doth clearly acquit, &c. which said several Sums of ——— and ——— make in all the Sum of ——— and are so paid, as aforesaid, for the absolute Purchase of the Freehold and Inheritance of the Messuages or Tenements and Premises herein after mentioned, they the said A. and B. have, and either of them hath granted, &c. and by, &c. do, &c. fully and absolutely grant, &c. unto the said D. (in his actual Possession, &c. and to the Heirs and Assigns of the said D. for ever, all that, &c. *prout* Bargain and Sale) and the Reversion and Reversions, &c. and also all the Estate, &c. whatsoever in Law and Equity of them the

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said

faid *A.* and *B.* or either of them, or any other Person or Persons in Trust for them, or either of them, &c. together with all and singular Deeds, Evidences, Counterparts of Leases, Escripts, Muniments and Writings whatsoever, touching or concerning the said Premises only, or only any Part or Parcel thereof, which are in the Hands, Custody, or Possession of the said *A.* and *B.* or either of them, or any Person or Persons in Trust for them, or either of them, &c. and true Copies, &c. To have and to hold the said several Messuages or Tenements, Pieces or Parcels of Ground, Hereditaments, and all and singular other the Premises herein before, &c. [*as common*]. And the said *A.* and *B.* do hereby for *Warranty.* themselves and their Heirs jointly and severally grant, that they the said *A.* and *B.* and their and either of their Heirs, the said several Messuages or Tenements, Pieces or Parcels of Ground, and all and singular other the Premises herein before-mentioned or intended to be granted, bargained, sold, released and confirmed, and every Part and Parcel thereof, with the Appurtenances, unto the said *D.* his Heirs and Assigns, against them the said *A.* and *B.* and either of them, their and either of their Heirs, and against all other Persons whatsoever, lawfully claiming, or that shall claim, by, from, or under, or in Trust for them, or either of them, or by, from, or under ——— deceased Grandfather, or ——— Great Grandfather of the said *B.* or any of them, shall and will warrant and for ever defend by these Presents; and the said *A.* and *B.* for themselves, their Heirs, Executors, Administrators and Assigns, jointly and severally do, and either of them doth covenant, promise, grant and agree to and with the said *D.* his Heirs and Assigns by these Presents in Manner and Form following (that is to say) That for and notwithstanding any Act, Matter, or Thing committed, done or suffered by the said *A.* and *B.* or either of them, or by the said ——— deceased, the Grandfather, or the said ——— deceased Great Grandfather of the said *B.* or by any other Person

Covenant, that the Vendors are seised in Fee.

*And have
Power to
grant.*

*And that the
Purchaser
shall quietly
enjoy.*

*Free from In-
cumbances.*

*Except a
Quit-rent
and a Lease,
and a Mort-
gage by De-
m. se.*

son or Persons lawfully claiming or to claim by, from, under, or in Trust for them, or any of them, to the contrary (other than and except as herein after is mentioned to be excepted) they the said *A.* and *B.* now, &c. are and stand, or one of them is and standeth lawfully, &c. seised, &c. in Fee-simple, to the Use of themselves and their Heirs, or one of them and his Heirs, without any Remainder, &c. and that (for and notwithstanding any such Act, &c.) they the said *A.* and *B.* have in themselves, or one of them hath in himself, now, &c. good Right, &c. (to grant) and also that he the said *D.* his Heirs and Assigns, shall or lawfully may, &c. (enjoy without Interruption) whatsoever, of, from, or by the said *A.* and *B.* or either of them, their or either of Heirs, Executors, Administrators or Assigns, or any of them, or of, from, or by any other Person or Persons whatsoever lawfully claiming, or to claim, by, from, under, or in Trust for them, or either of them, or by, from, under or in Trust for the said — deceased Grandfather, or — deceased Great Grandfather of the said *B.* or any of them (other than and except as herein after is mentioned to be) and that free, &c. (from Incumbrance) suffered by the said *A.* and *B.* or either of them, or by any other Person or Persons whatsoever lawfully claiming, or to claim, by, from, under, or in Trust for them, or either of them, or by, from, or under the said — deceased, the Grandfather, or — deceased, the Great Grandfather of the said *B.* or any of them, or by or through their or any of their Means, Act, Right, Title, Default, Privity, Consent or Procurement, except the yearly Rent or Sum of — s. which from and after the Feast of, &c. shall grow due and payable to our Sovereign Lady the Queen, for and in Respect of the said Premises, and except one Lease by Indenture, &c. and also except the said Mortgage made by the said *A.* and *B.* unto the said *F.* of all or the greatest Part of the said Premises herein before granted, bargained, sold and released by Indenture of Demise,

bear-

bearing Date, &c. for and during and unto the full End and Term of 500 Years, thereby, and by the Fine therein mentioned, granted from thence next ensuing and fully to be compleat and ending, for securing the Payment of the Sum of ——— with Interest, unto the said F. his Executors, Administrators or Assigns, as therein is mentioned; which said Mortgage is, or is to be assigned by the said F. unto ——— for the Residue of the said Term, in Trust, and to attend and wait upon the Reversion, Freehold and Inheritance of the said Premises therein comprised, and herein before granted, bargained and sold; and also except one other Lease, &c. And also except one Judgment obtained against the said A. by L. for — l. Debt, and — s. Costs of Suit, besides — l. for Damages sustained by the said L. by Reason of Delay of Execution by a Writ of Error prosecuted by the said A. which said Judgment is assigned, or to be assigned unto, or in Trust for the said D. his Heirs or Assigns. And lastly, That they the said A. and B. and their Heirs, Executors and Administrators, and every of them, and all other Person and Persons, now having or claiming, &c. by, from, or under, or in Trust for them, or either of them, or by, from, or under the afore said — and — or any of them, other than and except the Persons before excepted, for and in Respect of their Estates and Interests before excepted only, shall and will from Time to Time, &c. (make further Assurance, which Assurance, and all others to enure to the Purchaser, *as common.*) *In Witness, &c.* [The Receipt the same as to the first].

Vide this Assignment.

*And except another Lease :
And also a Judgment.
Vide this Assignment.*

From a Man and his Wife, and their eldest Son, to a Father and his Son, and to the Heirs of the Father, with a Covenant for a Fine, and Declaration from the Son, that his Name is used in Trust, and that he will convey, &c. upon the Father's Request.

(5.) **T**HIS Indenture, &c. between A. of, &c. of the one Part, and D. &c. and E. Son of the said D. of the other Part, witnesseth, that for and in Consideration of 5 s. a-piece of lawful, &c. to the said A. in Hand, &c. by the said D. and E. truly paid, the Receipt, &c. and thereof doth acquit and discharge the said D. and E. their Executors, Administrators and Assigns for ever, by these Presents, the said A. hath bargained and sold, and by, &c. doth, &c. unto the said D. and E. all, &c. *Habend'* unto the said D. and E. their Executors, Administrators and Assigns, from the first Day, &c. *Reddend'* to the Intent, that by Virtue of these Presents, &c. the said D. and E. may be in the actual Possession of all and singular the said Premises, and may be enabled to accept and take a Grant and Release of the Reversion and Inheritance of all and singular the said Premises, to them and their Heirs, to and for the Use of him the said D. and of his Heirs and Assigns for ever. *In Witness, &c.*

This Indenture made, &c. between A. &c. and B. his Wife, and C. &c. Son and Heir apparent of the said A. of the one Part, and D. &c. and E. Son of the said D. of the other Part, witnesseth, that for and in Consideration of the Sum of — *l.* of lawful, &c. to the said A. and B. his Wife, and C. in Hand, &c. by the said D. well and truly paid, and in Consideration of 5 s. of like Money to the said A. and B. his Wife, and C. in Hand likewise paid, at, or, &c. by the said E. the Receipt of which said several Sums of — *l.* and 5 s. the said A.

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and

and B. his Wife, and C. do hereby severally acknowledge, and themselves to be therewith, &c. and thereof, &c. do respectively, clearly, acquit, &c. the said D. and E. their Heirs, Executors and Assigns for ever by these Presents. They the said A. and B. his Wife, and C. have, and either and every of them hath granted, &c. and by, &c. do, &c. fully and absolutely grant, &c. unto the said D. and E. (in the actual Possession, &c. by Force and Virtue of a Bargain and Sale to them thereof made by the said A. in Consideration of 5 s. &c.) and to the Heirs and Assigns of the said D. and E. for ever, all, &c. and the Reversion, &c. And also all the Estate, &c. whatsoever, in Law and Equity of them the said A. and C. either or any of them, or of any other Person or Persons in Trust for them, or any of them, or for their or either of their Use or Uses, of, in, to, or out, &c. together with all and singular Deeds, &c. which are in the Hands, Custody, or Possession of the said A. and C. or either of them, or any other Person, &c. And likewise true Copies, &c. to have and to hold, &c. unto the said D. and E. their Heirs and Assigns for ever, to and for the only proper Use and Behoof of the said D. and of his Heirs and Assigns for ever. And the said A. and C. for themselves and their Heirs, jointly and severally do covenant, promise, grant and agree, to and with the said D. his Heirs and Assigns by these Presents, that they the said A. and B. his Wife, and C. and their Heirs, shall and will before the End of — Term next ensuing the Date of these Presents before the Justices of his Majesty's Court of Common Pleas at *Westminster*, at their own Costs and Charges in the Law, acknowledge and levy unto the said D. and E. and their Heirs, one or more Fine, &c. by such Name or Names, &c. as by the said D. his Heirs or Assigns, or his or their Counsel, &c. which Fine, &c. shall be and enure, &c. to and for the only proper Use and Behoof of the said D. and of his Heirs and Assigns for ever, and to and for none other Use,

Intent,

*Covenant to
levy a Fine,
and at the
Charge of the
Vendors.*

*Covenant, that
the Vendors
are seised in
Fee simple or
Fee-tail.*

Intent or Purpose whatsoever. And the said *A.* for himself, his Heirs and Assigns, doth covenant, promise, grant, and agree to and with the said *D.* his Heirs and Assigns by these Presents, in Manner and Form following, (that is to say) that (for and notwithstanding any Act, Matter or Thing committed, done, or suffered by the said *A. C.* or by *F.* deceased, the Father, or by *G.* deceased, the Brother of the said *A.* or either or any of them, or any lawfully claiming or to claim, by, from, or under them, either or any of them) the said *A.* and *C.* now, &c. are and stand, or one of them is and standeth lawfully and rightfully seised, &c. in Fee-simple or Fee-tail, to the Use of himself and his Heirs, without any Remainder, &c. and that (for and notwithstanding, &c.) they the said *A.* and *C.* have in themselves, or one of them hath in himself, good Right, &c. (to grant) unto the said *D.* and *E.* and to the Heirs and Assigns of the said *D.* for ever, in Manner as aforesaid, according to the true Meaning of these Presents. And also, That he the said *D.* and *E.* and the Heirs and Assigns of the said *D.* shall or lawfully may, &c. (enjoy without Interruption) whatsoever, of, from, or by the said *A.* and *C.* their Heirs or Assigns, or any of them, or of, or by any other Person or Persons whatsoever lawfully claiming, or to claim by, from, or under, or in Trust for them, either, or any of them, or by, from, or under the said *F.* deceased, the Father, and *G.* deceased, Brother of the said *A.* or either of them, and that free, &c. (from Incumbrances) suffered by them the said *A.* and *C.* or either of them, or by any other Person or Persons whatsoever, lawfully claiming or to claim, by, from, under, or in Trust for them, or either of them, or by, from, or under the said *A.* &c. [*as before*] or by, or through their, either, or any of their Act, Means, Right, Title, Default, Privity, Consent or Procurements. And that the said *A.* and *C.* and their Heirs, and all and every other Person or Persons now having or claiming, &c. by, from, under, or in Trust for

them,

them, either, or any of them, or by, from, or under the said *F.* deceased, &c. [*as before*] shall and will from Time to Time, &c. upon the reasonable Request, &c. of the said *D.* and *E.* their Heirs and Assigns, or of either or any of them, make, do, acknowledge, &c. [*to the Words*] or any Part thereof, unto the said *D.* and *E.* and their Heirs, or either or any of them, to and for the Use and Behoof of the said *D.* his Heirs and Assigns for ever, according to the true Meaning of these Presents, be it by Fine, &c. as by the said *D.* his Heirs or Assigns, &c. so as such further Assurance, &c. and it is covenanted, granted, concluded and agreed, &c. that all and every such Fine and Fines, Recovery and Recoveries, Conveyance and Assurances, which shall or may hereafter be made, levied, suffered and executed by or between the said Parties to these Presents of the said Premises, or any Part thereof, shall be and enure, and are intended and are hereby declared by all the said Parties to these Presents to be and enure to and for the only proper Use and Behoof of the said *D.* and of his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever; and the said *E.* doth hereby for himself, his Heirs and Assigns, acknowledge and declare, that his Name is used in these Presents, and in the before-mentioned Bargain and Sale, bearing Date the Day before the Day of the Date of these Presents, in Trust and for the only proper Use and Behoof of the said *D.* his Heirs and Assigns, and that the said Sum of — the Consideration Money herein before-mentioned to be paid by the said *D.* for the Purchase of the said Premises was the proper Monies of, and was paid by the said *D.* and that he the said *E.* his Heirs and Assigns, will at any Time hereafter, at the Request of the said *D.* his Heirs and Assigns, convey and assure the said Premises herein before granted, sold and conveyed, and every or any Part thereof, and all his or their Right, Title, Claim and Demand of, in, and to the same, by Virtue of these Presents, unto the said *D.* his

That all Assurances shall enure to the Purchaser.

Declaration from the Son, that his Name is used in Trust.

And that he will convey upon Request.

Heirs and Assigns, or unto such other Person or Persons, and for such Use and Uses as he or they shall direct and appoint. *In Witness, &c.*

From three several Men and their Wives, each of them of a third Part of several Messuages, Consideration-Money accordingly, with Warranty and Covenants, according as they are differently entitled. With a Covenant to levy a Fine.

(6.)
*Perused by
Mr. Myn-
shall.*

*General Words
to Messuages.*

THIS Indenture quadripartite, &c. between A. of, &c. of the first Part, B. of, &c. of the second Part, C. of, &c. of the third Part, and D. of, &c. of the fourth Part, witnesseth, That for and in Consideration of 5 s. a-piece, of lawful, &c. to the said A. and B. in Hand, &c. by the said D. well and truly paid, the Receipt whereof they do hereby respectively acknowledge, and thereof, &c. they the said A. B. and C. have, and either and every of them hath bargained and sold, and by, &c. do, &c. unto the said D. all those Messuages, and also all and singular Shops, Cellars, Sollars, Rooms, Chambers, Yards, Gardens, Entries, void Grounds, Waters, Water-courses, Lights, Easements, Commons, Profits, Emoluments, Hereditaments, and Appurtenances whatsoever to the said Messuages or Tenements, or any of them, belonging, or in any wise appertaining, or accepted, reputed, taken, demised, used, occupied or enjoyed as Part, Parcel or Member thereof, or of any of them, or any Part thereof. And the Reversion, &c. *Habend'*, &c. *Reddend'* unto the said A. B. and C. their Heirs and Assigns, the Rent, &c. to the Intent, &c. *In Witness, &c.*

This Indenture quadripartite, &c. between A. &c. (who formerly married E. one of the Daughters of F. late

late of, &c. since deceased) and G. now the Wife of the said A. of the first Part, B. of, &c. and H. his Wife (which said H. is the only Daughter and Heir of J. deceased, who was the Son and Heir of the aforesaid F. also deceased) of the second Part, C. of, &c. and K. his Wife, of the third Part, and D. &c. of the fourth Part, witnesseth, That for and in Consideration of the Sum of ——— l. of lawful, &c. to him the said A. and G. his Wife, and of the Sum of ——— of like Money to the said B. and H. his Wife, and of the Sum of ——— of like Money to the said C. and K. his Wife, in Hand, &c. by the said D. well and truly paid, the Receipt of which said several Sums of —, — and — the said A. and G. his Wife, B. and H. his Wife, and C. and K. his Wife do respectively acknowledge, and of and from the said Sums, and every Part thereof do respectively acquit, release and discharge the said D. &c. they the said A. and G. his Wife, B. and H. his Wife, and C. and K. his Wife, have, and each and every of them hath granted, &c. and by, &c. do, &c. fully and absolutely grant, &c. unto the said D. (in the actual Possession, &c. by Force and Virtue of a Bargain and Sale to him thereof made by the said A. B. and C. for the Consideration of 5 s. a-piece, by Indenture bearing Date, &c.) and to the Heirs and Assigns of the said D. for ever, all those Messuages, &c. (*prout* in the Bargain and Sale,) and the Reversion, &c. And also all the Estate, Right, Title, Interest, Parts, Shares and Purparts, Inheritance, Use, Trust, Possession, Reversion, Claim and Demand whatsoever, in Law and Equity, of them the said A. and G. his Wife, B. and H. his Wife, C. and K. his Wife, and either and every of them, of, in, to or out of the said Messuages, or Tenements, and singular other the Premises, and every or any Part or Parcel thereof, by any Ways or Means, Right or Title whatsoever or howsoever, together with all and singular Deeds, &c. which are in the Hands, Custody, or Possession of the said A. B. and C. or any of them respectively, or any others in Trust for
them,

Covenant to
levy a Fine.

Two of the
Vendors, &c.
covenant that
they are seised
in Fee of Two
third Parts.

them, or any of them, or which they or any of them can come by without Suit in Law or Equity, and true Copies, &c. *Habend' [as common]*. And the said A. for himself, and the said G. his Wife, and the said B. for himself, and the said H. his Wife, and the said C. for himself, and the said K. his Wife, and for their Heirs, Executors and Administrators respectively, do severally covenant, promise and grant, to and with the said D. his Heirs and Assigns by these Presents, that they the said A. and G. his Wife, B. and H. his Wife, and C. and K. his Wife, and their Heirs respectively, shall and will before the End of — Term next, &c. [*to levy a Fine, as usual*] of all the said Messuages or Tenements, Hereditaments, and all and singular the Premisses herein before-mentioned, &c. which Fine, &c. and all and every other Fine, &c. heretofore had, &c. or hereafter to be had, &c. by or between the said Parties to these Presents, or any of them, is, are, or shall be Party or Parties of the said several Messuages or Tenements and Premisses, or any Part or Parcel thereof alone or together, with any other Thing, shall be and enure, &c. [*as usual*] and the said A. for himself, and the said G. his Wife, and the said B. for himself, and the said H. his Wife, and for either and every of them, their and either and every of their Heirs, Executors and Administrators, do covenant, promise and grant, to and with the said D. his Heirs and Assigns by these Presents, in Manner following (that is to say) That (for and notwithstanding any Act, Matter or Thing, Acts, Matters or Things by them the said A. and G. his Wife, B. and H. his Wife, or by F. deceased, Father of the said E. late Wife of the said A. and Grandfather of the said H. or either or any of them, or any other Person or Persons claiming by, from, or under them, either, or any of them committed, done, or suffered to the contrary) they the said A. and G. his Wife, B. and H. his Wife, at the Time, &c. are, or some or one of them is, the true and lawful Owner or Owners

of, and are and stand, or some or one of them is, are, or do, or doth stand lawfully and rightfully seised of, and in two full third Parts, the Whole into three equal Parts divided, of the said Messuages or Tenements, and all and singular other the Premises herein before-mentioned, &c. in Fee-simple, without any Remainder or Remainders, &c. And that (for and notwithstanding ^{And have Power to grant} any such Act, &c.) they the said A. and G. his Wife, B. and H. his Wife, now have in themselves, or some or one of them have, or hath in him, herself, or themselves, or in some of them, good Right, full Power, &c. to grant and sell, release and confirm two full third Parts (the Whole into three equal Parts divided) of and in the said several Messuages or Tenements, and all and singular, &c. and also that he the said D. his Heirs and Assigns, shall or lawfully may from henceforth, at ^{And that the Vendee should peaceably enjoy.} all Times for ever hereafter, peaceably and quietly enter into, have, hold, occupy, possess and enjoy two full and equal third Parts of the said Messuages or Tenements, and all and singular other the Premises herein before, &c. (without Interruption) whatsoever, of, from, or by the said A. and G. his Wife, B. and H. his Wife, or either or any of them, or either or any of their Heirs or Assigns, or of or by any other Person or Persons whatsoever, lawfully claiming or to claim, by, from, or under, or in Trust for them, either or any of them, or by, from, or under the aforesaid F. deceased, or any of them, and that free, &c. (from Incumbrances) whatsoever, at any Time heretofore in any wise had, made, committed, done, or suffered by the said A. and G. his Wife, B. and H. his Wife, or any other Person or Persons claiming or to claim, by, from, or under, or in Trust for them, either, or any of them, or by, from, or under the aforesaid F. deceased, or any of them, or by or through their, or any of their Means, Act, Estate, Right, Title, Privy or Procurement, except one Indenture of ^{Except a Mortgage by De-} Demise or Mortgage made by the said A. (by the Name ^{mise.} of A. &c.) to L. &c. by Indenture bearing Date, &c.

E e

for

*And to make
further Affur-
vance.*

*The other Ven-
dor covenants
that he is
seised of the
other third in
Fee.*

*And, have
Power to
grant.*

*And that the
Vendee shall
quietly enjoy.*

for 500 Years, for Security of — *l.* Principal Money with Interest, which is, or is to be assigned by the Direction of the said *D.* and in Trust for him; and also except one Lease by Indenture, &c. (from the said *A.*) of one of the said Messuages. And lastly, That they the said *A.* and *G.* his Wife, *B.* and *H.* his Wife, and their Heirs, and all and every other Person and Persons now having or claiming, or which shall or may at any Time have or claim any Manner of Estate, Right, Title or Interest of, in, to or out of the said two full and equal third Parts of the said several Messuages or Tenements and Premises herein before-mentioned, &c. by, from, or under them, either or any of them, or by, from, or under the aforesaid *F.* deceased (except as aforesaid) shall and will from Time, &c. [*make further Assurance, as common, to the Declaration about such further Assurance, then*] and the said *C.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *D.* his Heirs and Assigns by these Presents, in Manner following, (that is to say) That (for and notwithstanding any Act, Matter or Thing, Acts, Matters or Things by him the said *C.* or any other Person or Persons lawfully claiming, by, from, or under him committed, done, or suffered to the contrary,) he the said *C.* at the Time, &c. is the true and lawful Owner of, and stands lawfully and rightfully seised of and in one full third Part, the Whole into three equal Parts divided, of and in the said Messuages or Tenements, and all and singular, &c. in Fee-simple, without any Remainder or Remainders, &c. and that (for and notwithstanding any such Act, &c.) the said *B.* and *C.* his Wife now have in themselves good Right, &c. to grant, release and confirm one full third Part, the Whole into three equal Parts divided, of and in the said several Messuages, &c. and also that he the said *D.* his Heirs and Assigns, shall or lawfully may from henceforth, at all Times for ever hereafter, peaceably, &c. enjoy one full and equal third Part of the
said

said Messuages, &c. (without Interruption) whatsoever, of, from, or by the said C. and K. his Wife, or either of them, or either or any of their Heirs or Assigns, or of, or by any other Person or Persons whatsoever, lawfully claiming or to claim, by, from, or under, or in Trust for them, either or any of them, and that free, &c. (from Incumbrances) suffered by the said C. or any other Person or Persons claiming, or to claim, by, from, or under, or in Trust for him, or by or through his or their Means, Act, Estate, Right, Title, Privy or Procurement. And lastly, That they the said C. and K. his Wife, and their Heirs, and all and every other Person and Persons, now having or claiming, or which shall, &c. any Manner of Estate, Right, Title or Interest of, in, to or out of the said one full and equal third Part of the said several Messuages, &c. by, from, or under them, or either or any of them, shall and will from Time, &c. (make further Assurance). And lastly, It is covenanted, granted, concluded and agreed upon, by and between all and every the said Parties to these Presents, for themselves, their Heirs and Assigns, that all and every Fine and Fines, Feoffment and Feoffments, Recovery and Recoveries, Conveyance, Assurance, Acts, Deeds and Things whatsoever hereafter to be had, made, levied, suffered and executed, by or between the said Parties to these Presents, or any of them, or whereunto they or any of them shall be Party or Parties of the said several Messuages or Tenements and Premises, or any Part or Parcel thereof, shall be and enure, and are intended, construed, deemed and taken, and hereby declared by all the said Parties to these Presents, to be and enure to and for the only and proper Use and Benefit of the said D. and of his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. *In Witness, &c.*

*And will
make further
Assurance.*

*And further
Assurances to
enure to the
Vendee.*

The

The Receipts.

I, the within-named C. do acknowledge to have received the Date within, of the within named D. the within mentioned Sum of —— being in full of the Consideration-Money mentioned to be paid me by the within written Indenture, for the Purchase of one third Part of the Messuages and Premises within granted and fold.

I, the within named B. and H. my Wife, acknowledge to have received, &c. the within mentioned Sum of —— being in full of the Consideration-Money mentioned to be paid me and my said Wife, for the Purchase of the Premises within granted and fold.

From three several Persons and their Wives, viz. one of them of a Moiety, and the other two of a Quarter-part, each of a Messuage, &c. Consideration-Money mentioned to be paid accordingly.

With a Bond from the Husbands, that their Wives shall not claim Dower, &c. there being no Fine to be levied.

(7.) **T**HIS Indenture made, &c. between A. and B. of, &c. and C. &c. of the one Part, and D. &c. of the other Part, witnesseth, That for and in Consideration of 5 s. a-piece of lawful, &c. to them the said A. B. and C. at, &c. by the said D. well and truly paid, the Receipt whereof they the said A. B. and C. do hereby respectively acknowledge they the said A. B. and C. have, and each of them hath bargained and fold, and by, &c. do, &c. bargain, &c. unto the said D. their several

I
Parts,

Parts, Purparts and Proportions herein after expressed, of and in the Messuage or Tenement and Premises herein after mentioned, (that is to say) the said *A.* one full and equal Moiety or half Part, the said *B.* one full and equal Quarter or fourth Part, and the said *C.* one other full and equal Quarter or fourth Part of and in all that Messuage, &c. [*Description, &c. as usual*] To have and to hold the said several Parts, Purparts and Proportions of and in the said Messuage or Tenement, and all and singular, &c. *Reddend'* unto the said *A. B.* and *C.* and their Heirs and Assigns, or some of them, the Rent, &c. to the Intent, &c.

This Indenture made, &c. between *A.* &c. and *E.* *Consideration* his Wife, *B.* &c. and *F.* his Wife, *C.* &c. and *G.* his Wife of the one Part, and *D.* of the other Part, witnesseth, that for and in Consideration of the Sum of 50*l.* of lawful, &c. to the said *A.* and *E.* his Wife, and of the Sum of 25*l.* of like Money to the said *B.* and *F.* his Wife, and of the Sum of 25*l.* of like Money to the said *C.* and *G.* his Wife, severally in Hand, at or before, &c. by the said *D.* well and truly paid, the Receipt of which said several Sums of 50*l.* 25*l.* and 25*l.* the said *A.* and *E.* his Wife, *B.* and *F.* his Wife, and the said *C.* and *G.* his Wife, do hereby severally and respectively acknowledge, and themselves to be therewith fully satisfied and paid, and thereof, &c. they the said *A.* and *E.* his Wife, *B.* and *F.* his Wife, and *C.* and *G.* his Wife, have, and each of them hath granted, and by, &c. do, &c. grant, &c. unto the said *D.* (in the actual Possession, now being of the Messuage or Tenement and Premises herein after mentioned, by Force and Virtue of one Bargain and Sale to him thereof made by the said *A. B.* and *C.* by Indenture bearing Date, &c.) and to the Heirs and Assigns of the said *D.* for ever, their several Parts, Purparts and Proportions herein after expressed, of and in the Messuage or Tenement and Premises hereafter mentioned and granted, (that is to say) the said *A.*
F f and

and B. his Wife, one full and equal Moiety or half Part, the said B. and F. his Wife, one full and equal Quarter or fourth Part, and the said C. and G. his Wife, one other full and equal Quarter or fourth Part, of and in all that Messuage or Tenement, &c. (*prout* in the Bargain and Sale) and the Reversion, &c. and all and singular the Rents, &c. reserved due and payable upon any Demise or Lease made or granted of the said Premises, or any Part thereof; and also all the Estate, &c. whatsoever of them the said A. and E. his Wife, B. and F. his Wife, C. and G. his Wife, or either or any of them in Law and Equity, of, in and to, &c. together with all and singular Deeds, &c. which are in the Hands or Custody of them the said A. B. and C. or either or any of them, or of any others in Trust, &c. together with true Copies, &c. To have and to hold the said several Parts, Purparts and Proportions of and in the said Messuage or Tenement, and all and singular, &c. [*add a Covenant from them and their Wives, that they and their Wives, and their Heirs, shall and will levy a Fine of the said Messuage or Tenement, and Premises herein before-mentioned, as usual.*] And the said A. B. and C. for themselves, their Heirs, Executors and Administrators severally and respectively and not jointly, nor one, &c. doth covenant, promise and grant to and with the said D. his Heirs and Assigns by these Presents, in Manner and Form following, (that is to say) That (for and notwithstanding any Act, Matter or Thing done, committed or suffered by them the said A. B. and C. or by L. their Grandfather deceased, or any claiming under them, or either or any of them to the contrary,) they the said A. B. and C. now, &c. are, and each of them is and standeth lawfully seised of and in the several Parts, Purparts and Proportions of and in the said Messuage or Tenement, and all and singular other the Premises herein before by them respectively mentioned or intended, &c. in Fee-simple, to the Use of themselves, and their Heirs and Assigns, without any Remainder, &c.

I believe the Bond was not used, if the Covenant for a Fine stood.

and that they the said *A. B. and C.* (notwithstanding any such Act, &c.) now have in themselves, good Right, &c. to grant, bargain, sell, release and confirm the several Parts, Purparts and Proportions herein before by them respectively granted and sold of and in the said Messuage, &c. and that the said *D.* his Heirs and Assigns shall, or lawfully may from Time, &c. peaceably, &c. enjoy the said several Parts, Purparts and Proportions, of and in the said Messuage, &c. (and receive the Rents without Interruption) whatsoever, of or by them the said *A. and E.* his Wife, *B. and F.* his Wife, and *C. and G.* his Wife, or either or any of them, their or either, or any of their Heirs or Assigns, or of or by any other Person or Persons claiming, or that shall claim by, from or under, or in Trust for them, or either, or any of them, or by, from or under the aforesaid *L.* their Grandfather deceased, and that free (from Incumbrances) suffered by them the said *A. B. and C.* or either or any of them, or the said *L.* their Grandfather deceased, or by any other Person or Persons lawfully claiming, or to claim by, from or under, or in Trust for them, or either or any of them the aforesaid *L.* deceased, or by or through their or either or any of their Means, Act, Right, Title, Privy or Procurement. And further, that they the said *A. and E.* his Wife, *B. and F.* his Wife, and *C. and G.* his Wife, and their Heirs, and all other Person or Persons now having or claiming, or which shall or may at any Time hereafter have, or claim any Estate, Right, Title or Interest of, in or to the said several Parts, Purparts and Proportions of and in the said Messuage or Tenement and Premises herein before-mentioned, or intended to be hereby by them severally granted, sold, released and confirmed, or any Part thereof, by, from, or under them, either or any of them, or by, from or under the aforesaid *L.* deceased, shall and will from Time, &c. (make further Assurance for) confirming of the said several Parts, Purparts and Proportions of and

in

in the said Messuage or Tenement, and all and singular other the Premises herein before-mentioned or intended to be hereby by them severally granted, &c. unto the said D. his Heirs and Assigns for ever, to his and their own Use and Uses, be it by Fine, &c. (which Assurance to enure to the Purchaser). *In Witness, &c.*

*Bond from the
Husband, that
his Wife shall
not claim
Dower, &c.
out of the Pre-
mises pur-
chased.*

Whereas the said above-bound A. and E. his Wife have by Indentures of Lease and Release, the Lease bearing Date the — Day of this Instant — and the Release bearing Date above-written, (with others in the said Indentures mentioned,) granted, bargained, sold, released and confirmed unto the above-named D. and his Heirs and Assigns for ever, one full and equal Moiety or half Part of and in all that Messuage or Tenement, with the Barn, Stable, Garden, Backside and Appurtenances thereunto belonging, situate, &c. therein particularly mentioned, as thereby Relation, &c. now the Condition, &c. is such, that if the said D. his Heirs and Assigns shall and do at all Times hereafter peaceably and quietly have, hold, occupy, possess and enjoy the said one full and equal Moiety or half Part of the said Messuage and Premises so conveyed, as aforesaid, and receive and take the Rents, Issues and Profits thereof, without any Let, Suit, Trouble, Claim or Demand of, or by the said E. Wife of the said A. or any other Person or Persons, by or through her Means, Act, Privity, Right or Procurement of, for, or in Respect of the Dower or Thirds, Right or Title of Dower, or Thirds, by the Common Law of *England*, or other Right, Claim or Demand whatsoever, which the said E. his Wife, shall or may have or claim of, in, to or out of all and singular the said Premises conveyed, as aforesaid, then, &c.

The Receipt.

I, the within named *A.* and *E.* my Wife, do acknowledge to have received the Date within, of the within named *D.* the Sum of 50 *l.* being in full of the Consideration mentioned to be paid us by the within written Deed. We say received.

Or thus:

We the within named *A.* and *E.* my Wife, *B.* and *F.* my Wife, and *C.* and *G.* my Wife, do severally acknowledge to have received the Date within, of the within-named *D.* the within mentioned Sums of 50 *l.* 25 *l.* and 25 *l.* in Proportion, and according as the same is mentioned to be paid to us severally by the within written Deed, being in full thereof, and for the within conveyed Premises. We say received

From an Aunt and her several Nieces (as Coheirs expectant on her Death) of Lands in Kent, with a Covenant to levy a Fine.

THIS Indenture tripartite, made, &c. between *A.* (8.)
&c. Widow, of the first Part, *B.* &c. *C.* &c.
D. &c. and *E.* his Wife, and *F.* &c. which said *B. C. E.*
Wife of the said *D.* and *F.* are Daughters of *G.* late
of, &c. and *H.* his Wife, deceased, which said *H.*
Wife of the said *G.* was one of the Daughters of *J.*
late, &c. deceased, and Sister of the said *A.* of the se-
cond Part, and *K.* &c. of the third Part, witnesseth,
that for and in Consideration of 5 *l.* a-piece of lawful,
&c. to the said *A. B. C. D.* and *E.* his Wife, and *F.* in
G g Hand,

Hand, &c. by the said K. well and truly paid, the Receipt whereof they do hereby severally acknowledge, and thereof, &c. they the said A. B. C. D. and E. his Wife and F. have bargained and sold, and by, &c. do, and either of them doth bargain and sell unto the said K. all that Capital Messuage, &c. *Habend'*, *Reddend'* unto the said A. her Heirs or Assigns, the Rent, &c. to the Intent, &c.

This Indenture tripartite, &c. between the same Parties, witnesseth, That for and in Consideration of the Sum of ——— *l.* of lawful, &c. to the said A. in Hand, &c. by the said K. well and truly paid, the Receipt, &c. and thereof, &c. and of the Sum of 5 *s.* a-piece to them the said B. C. D. and E. his Wife and F. in Hand, &c. by the said K. likewise truly paid, the Receipt whereof they do also respectively acknowledge, and thereof do severally discharge, &c. she the said A. and likewise the said B. C. D. and E. his Wife and F. have granted, &c. and by, &c. do, and each of them doth grant, &c. unto the said K. (in the actual Possession, &c.) and to the Heirs and Assigns of the said K. for ever, all, &c. and the Reversion, &c. Remainders, and all yearly and other Rents, Issues, and Profits whatsoever, reserved, due or payable, or to grow due or payable upon any Demise, or Lease, or otherwise howsoever, of all and singular the said Premises, and every or any Part or Parcel thereof: And also all the Estate, Right, Title, Interest, Use, Possession, Inheritance, Claim and Demand whatsoever in Law and Equity of the said A. and the said B. C. D. and E. his Wife, and F. or either or any of them, or of any other Person or Persons in Trust for them, or either of them, or for their or either of their Use or Uses, of, in, to and out of the said Messuage, &c. together with all and singular Deeds, Evidences and Writings, touching or concerning the Premises which are in the Hands or Custody of the said A. or any other Person or Persons in Trust for her, or

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which

which she can come by without Suit in Law, *Habend'*, and the said *A. B. C.* and *F.* for themselves severally, and their several Heirs, Executors and Administrators do, and each of them doth covenant, *&c.* that they the said *A. B. C.* and *F. D.* and *E.* his Wife, and their Heirs, shall and will, *&c.* (levy a Fine). And the said *A.* for herself, her Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *K.* his Heirs and Assigns by these Presents, in Manner and Form following, (that is to say) That (for and notwithstanding any Act, Matter or Thing done, committed or suffered by her the said *A.* or by the said *J.* the Father, *L.* the Uncle, and *M.* the Grandfather of the said *A.* deceased, or either of them, or any claiming by, from, or under them, or any of them to the contrary,) she the said *A.* is and standeth lawfully seised of the said Messuage, *&c.* in Fee-simple, to the Use of herself and her Heirs, without any Remainder or Remainders, *&c.* and that the said *A.* (notwithstanding any such Act, *&c.*) now hath in herself, good Right, *&c.* (to grant). And that the said *K.* his Heirs or Assigns, shall or lawfully may, from Time, *&c.* (enjoy without Interruption) whatsoever, of or by the said *A. B. C. D.* and *E.* his Wife, and *F.* or either, or any of them, or either or any of their Heirs or Assigns, or of or by any other Person or Persons claiming, or that shall claim by from or under, or in Trust for them, or any of them, or by, from, or under the aforesaid *J. L.* and *M.* deceased, or any of them, and that free, *&c.* (from Incumbrances) suffered by the said *A.* or the said *B. C. D.* and *E.* his Wife, and *F.* or any of them, or any other Person or Persons claiming by, from, or under, or in Trust for them, or any of them, or the aforesaid *J. L.* and *M.* deceased, or any of them, or by or through their or any of their Means, Act, Right, Title, Privity or Procurement. And lastly, That they the said *A. B. C. D.* and *E.* his Wife, and *F.* and their Heirs, and all other Person or Persons now having or claiming,

claiming, or which shall or may at any Time hereafter have or claim any Estate, Right, Title, or Interest, of, in or to the said Messuages, Lands, and Premises herein before-mentioned, or intended to be hereby granted, sold and released, or any Part thereof, by, from, or under them, or any of them, or by, from, or under the aforesaid J. L. and M. deceased, or any of them shall and will from Time, &c. (make further Assurance), all which Assurances to enure to the Purchaser. *In Witness, &c.*

From a Son and Heir and his Mother, of a Messuage, wherein are particularly described the Partitions, Shelves, Locks, Chimney-pieces, &c. with a particular Covenant from the Mother, that the Purchaser shall quietly enjoy.

(9.) **T**HIS Indenture made, &c. between A. &c. and B. &c. Widow, Mother of the said A. of the one Part, and C. &c. of the other Part, witnesseth, that (for and in Consideration of the Sum of — l. lawful, &c. to the said A. and of 5 s. to the said B. in Hand, &c. by the said C. truly paid, the Receipt of which said Sums the said A. and B. do hereby severally acknowledge, and thereof, &c.) he the said A. and the said B. have granted, &c. and by, &c. do grant, &c. unto the said C. (in his actual Possession, &c.) and to the Heirs and Assigns of the said C. for ever, all that Messuage or Tenement, with the Coach-house, Stable, Yards, Gardens, Orchards, and Appurtenances thereunto belonging, sometime being in the Tenure or Occupation of — situate, &c. And also all and every the new Buildings, Barns, Stables, Banqueting-house, Yards, Gardens, Orchards, Backsides, Out-houses, Void
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Grounds,

Grounds, Easements, Common, Wainſcot, painted Cloth, Pavements, Shutters for Windows, Shelves, Drefſers, Boards, Benches, Backs of Chimnies, Doors, Bolts, Locks, Keys, Planks and Racks in the Stable, Trees, Plants, Flowers, Walls, Pales, Partitions, Chimney-pieces, Foot-paces, Hearths, Ways, Paſſages, Lights and Appurtenances whatſoever, to the ſaid Meſſuage or Tenement, and Premiſſes belonging, or in any wiſe appertaining, or therewith now occupied or enjoyed, or accepted, reputed, taken or known as Part or Parcel thereof; And the Reverſion and Reverſions, Remainder and Remainders, Rents, and other Profits, Commons and Advantages whatſoever of all and ſingular the ſaid bargained Premiſſes, and of every Part and Parcel thereof; And all the Eſtate, &c. whatſoever of them the ſaid A. and B. or of any other Perſon or Perſons in Truſt for them, or for their, or either of their Uſe, of, in and to the ſaid Meſſuage or Tenement, Barns, Stables, Yards, Orchards, Gardens, Out-houſes, and all and ſingular other the Premiſſes, with the Appurtenances above, by theſe Preſents bargained, ſold and releaſed, or of, in or to any Part or Parcel thereof, together with all and ſingular Deeds, &c. in the Hands or Cuſtody of the ſaid A. and B. or of any other Perſon, &c. together with true Copies, &c. *Habend'* the ſaid Meſſuage or Tenement, Orchard, Gardens, Backſides, Rents, Reverſions, and all and ſingular, &c. to be holden of the Chief Lord or Lords of the Fee or Fees of the Premiſſes by the Rents and Services thereof formerly due, and of Right accuſtomed. And the ſaid A. for himſelf, his Heirs and Aſſigns, and for every of them doth covenant, &c. That (for and notwithſtanding any Act, Matter or Thing by him the ſaid A. or by his Grandfather D. deceased, or any lawfully claiming or to claim, by, from, or under them, or either of them committed, or done to the contrary,) he the ſaid A. at the Time, &c. is and ſtandeth lawfully and rightfully ſeiſed, &c. in Fee-ſimple, to the Uſe of himſelf and

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*Covenant from
the Mother,
that the Pur-
chaser may
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his Heirs, without any Remainder, &c. and that he the said A. (for and notwithstanding any such Act, &c.) now hath in himself good Right, &c. (to grant) and that he the said C. his Heirs and Assigns shall or lawfully may, &c. (enjoy without Interruption) whatsoever, of or by the said A. his Heirs or Assigns, or the said D. his Grandfather, or any of them, or of or by any other Person or Persons whatsoever lawfully claiming or to claim, from, by, or under him, them, or any of them, and that free, &c. (from Incumbrances) suffered by the said A. or D. or any other Person or Persons claiming or to claim, by, from, or under them, or any of them, or by or through their or any of their Means or Procurement. And lastly, That he the said A. and his Heirs, and all others now having or lawfully claiming, or which shall, &c. by, from, or under them the said A. or D. deceased, shall and will from Time, &c. (make further Assurance) all which Assurance to enure to the Purchaser; and the said B. for herself, her Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said C. his Heirs and Assigns by these Presents, that it shall and may be lawful to and for the said C. his Heirs and Assigns, from Time to Time, and at all Times hereafter peaceably and quietly to have, hold, occupy, possess and enjoy, all and every the said hereby bargained and released Premises, with their Appurtenances, without any Let, Suit, Trouble, Denial, Molestation or Interruption of or by her the said B. or any claiming by, from, or under her, free of all Debts, Titles, Troubles and Incumbrances whatsoever, done or suffered by her, or any lawfully claiming under her. *In Witness, &c.*

From several Persons, as they are differently entitled, with Warranty and Covenants from them accordingly.

THIS Indenture made, &c. between A. &c. Wi- (10.)
 dow (late Wife and Devisee in and by the Last Will and Testament of B. late, &c. deceased,) C. &c. Widow and Relict of D. late, &c. deceased, and E. and F. of, &c. Spinsters, Daughters of the said D. of the one Part, and G. &c. of the other Part, &c. witnesseth, That for and in Consideration of the Sum of — l. of lawful, &c. to the said A. C. E. and F. some or one of them in Hand by the said G. at or before, &c. well and truly paid, the Receipt whereof they the said A. C. E. and F. do, and either of them doth respectively acknowledge by these Presents, and thereof, &c. do, and either of them doth fully acquit, release, and for ever discharge the said G. his Heirs, Executors and Administrators, and every of them by these Presents, they the said A. C. E. and F. have granted, &c. and by, &c. do, and every of them doth grant, &c. unto the said G. (in the actual Possession being of the Manor, Messuages, Lands and Tenements herein after mentioned, by Force and Virtue of one Bargain and Sale for one Year to him thereof made by the said A. C. E. and F. for the Consideration of 5 s. a-piece of lawful, &c. by Indenture, &c.) and to the Heirs and Assigns of the said G. for ever, all that, &c. and the Reversion, &c. and also all the Estate, Right, Title, Interest, Use, Trust, Reversion, Possession, Inheritance, Claim and Demand whatsoever in Law and Equity of them the said A. C. E. and F. or any of them, of, in and to the said Manor, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises aforesaid, or of, in, or to any Part or Parcel thereof, with the Appurtenances, together with all and singular Deeds,

Deeds, &c. which are in the Hands or Custody of the said A. C. E. and F. or any of them, or of any other Person or Persons in Trust for them, or any of them, or for their, &c. or which they, &c. *Habend'*, [as usual] And the said A. C. E. and F. for themselves and every of them severally respectively, and for their and every of their several and respective Heirs, Executors and Administrators, do covenant, promise and grant to and with the said G. his Heirs and Assigns, by these Presents, that they the said A. C. E. and F. and their Heirs, shall and will, &c. (levy a Fine); and the said A. for herself, her Heirs, Executors and Administrators, and for every of them, doth covenant, &c. That (for and notwithstanding any Act, Matter or Thing by her the said A. done, committed or suffered to the contrary,) she the said A. at the Time, &c. is and standeth lawfully and rightfully seised, &c. in Fee-simple, to the Use of her and her Heirs, without any Remainder or Remainders, &c. and that she the said A. (notwithstanding any such Act, &c.) now hath in herself good Right, &c. (to grant); and that he the said G. his Heirs and Assigns, (for and notwithstanding any Act done as aforesaid,) shall or lawfully may from Time, &c. (enjoy and receive the Rents, without Interruption) whatsoever, of, or by the said A. her Heirs or Assigns, or of or by any other Person or Persons claiming, or that shall claim by, from or under, or in Trust for her, and that free, &c. (from Incumbrances) suffered by the said A. or any other Person or Persons claiming or to claim, by, from, or under her, or by or through her Means, Act, Privy or Procurement; and the said C. E. and F. for themselves severally and respectively, and for their several respective Heirs, Executors and Administrators, do covenant, promise and agree to and with the said G. his Heirs and Assigns, and to and with every of them by these Presents, That he the said G. (for and notwithstanding any Act, Matter or Thing done, committed or suffered by the said C. E. and F. or by the said D. and B.

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deceased, or any of them, or any lawfully claiming, by from or under them, or any of them,) shall or lawfully may, from Time, &c. (enjoy and receive the Rents, without Interruption, *as before*,) whatsoever, of or by them the said C. E. and F. or any of them, their or any of their Heirs or Assigns, or of or by any other Person or Persons claiming or to claim, by, from or under, or in Trust for them, or any of them, or by, from or under the aforesaid D. and B. deceased, and that free, &c. (from Incumbrances) whatsoever, at any Time heretofore in any wise had, made, committed, done or suffered by the said C. E. and F. or the said D. and B. deceased, or any of them, or any other Person or Persons claiming or to claim, by, from or under them, or any of them, or by or through their, or any of their Act, Means, Privity or Procurement. And lastly, The said A. C. E. and F. for themselves severally and respectively, and for their several and respective Heirs, Executors and Administrators, do covenant, promise and agree to and with the said G. his Heirs and Assigns, and to and with every of them by these Presents, that they the said A. C. E. and F. and every of them, their and every of their Heirs, and all other Person and Persons now having, or which shall or may at any Time hereafter have or claim any Estate, &c. by, from, or under them, or any of them, or of the said D. and B. deceased, shall and will from Time, &c. (make further Assurance) all which Assurance to enure to the Purchaser. *In Witness, &c.*

From a Devisee of a Messuage, with a Covenant for a General Warranty and Covenant to levy a Fine.

(11.) **T**HIS Indenture made, &c. between A. of, &c. one of the Daughters and Devisee, in and by the Last Will and Testament of B. late, &c. deceased, of the one Part, and C. &c. of the other Part, witnesseth, &c. [*as usual*], all the Messuage, &c. [*describe the Dimensions, &c.*] together with all Out-houses, Edifices, Buildings, Rooms, Yards, Gardens, Backsides, Ways, Passages, Lights, Easements, Waters, Water-couries, Liberties, Privileges, Emoluments, Profits, Commons, Hereditaments and Appurtenances whatsoever to the said Messuage or Tenement and Premises belonging, or in any wise appertaining, or to or with the same used, occupied, letten, or enjoyed or accepted, reputed or taken as Part, Parcel or Member thereof, and the Reversion, &c. *Habend', Reddend', &c. [as usual]*.

This Indenture, &c. between the said Parties, witnesseth, That for and in Consideration, &c. the the said A. hath granted, [*as usual to*] all the Messuages, &c. which said Messuage or Tenement and Premises is one of the three Messuages or Tenements in ————
 . aforesaid, which were bought and purchased by D. late, &c. deceased, Grandfather of the said A. of ———— &c. And whereas by Indenture of Lease and Release, &c. and by Fine and other Assurance, conveyed and assured unto, or to the Use of the said D. the Grandfather; and which said Messuage and Premises herein before
 . granted and sold was by the said D. the Grandfather, in and by his Last Will and Testament, bearing Date, &c. given and bequeathed unto his Son the aforesaid B. and his Heirs and Assigns for ever, and was by the said B. the Son, by his Last Will and Testament, bearing Date, &c. given and bequeathed unto the said A. his
 2 Daughter,

Daughter, her Heirs and Assigns for ever, and the Reversion, &c. And also all the Estate, &c. [*as the first*] by Force, Virtue or Means of the said Last Will and Testament of the said B. her late Father deceased, or by any other Ways or Means, Right or Title whatsoever or howsoever, together with all Deeds, Evidences, the Counterpart of the Lease herein after mentioned and excepted, Muniments and Writings whatsoever, touching or concerning the said Premises only, &c. and likewise true Copies of all such other Deeds, &c. the said Copies to be made and taken at the Costs and Charges of the said C. his Heirs and Assigns; *Habend'*, ^{Warranty.} [*as usual*]; and the said A. doth hereby grant for herself and her Heirs, that she the said A. and her Heirs, the said Messuage or Tenement, and all and singular other the Premises herein before-mentioned or intended to be granted, bargained, sold, released and confirmed, and every Part and Parcel thereof, with the Appurtenances, unto the said C. his Heirs and Assigns, against her the said A. and her Heirs, and against the said B. her late Father deceased, and the said D. her late Grandfather deceased, and all other Person and Persons whatsoever claiming, or that shall claim, by, from or under, or in Trust for her, or the said B. her late Father, or the said D. her late Grandfather deceased, or either of them, shall and will warrant, and for ever defend, by these Presents; [*add a Covenant to levy a Fine.*] And the said A. for herself, &c. covenants, that (for and notwithstanding any Act, Matter, or Thing, Acts, Matters or Things committed, done, or suffered by her the said A. and the said B. her late Father, and the said D. her late Grandfather deceased, either, or any of them, to the contrary,) she the said A. now, &c. is and standeth lawfully and rightfully seised, &c. in Fee-simple, to the Use of herself and her Heirs, without any Remainder, &c. And that (for and notwithstanding any such Act, &c.) she the said A. hath in her self now, &c. good Right, &c. (to grant) and also that he the said C. his
Heirs

Heirs and Assigns, shall or lawfully may from henceforth, from Time, &c. (enjoy) and receive, take and enjoy to his and their own Use and Uses, all the Rents, Issues and Profits thereof, from the Feast, &c. last, &c. without any Let, &c. whatsoever, of, from, or by the said *A.* or any other Person or Persons whatsoever, lawfully claiming or to claim, by, from, or under, or in Trust for her or the said *B.* her late Father, or the said *D.* her late Grandfather deceased, either or any of them, and that free, &c. (from Incumbrances) suffered by the said *A.* or of or by any other Person or Persons whatsoever, lawfully claiming, or to claim, by from or under, or in Trust for her or the said *B.* her late Father, or the said *D.* her late Grandfather deceased, either, or any of them, or by or through her, their, either, or any of their Act, Means, Right, Title, Default, Privity, Consent, or Procurement (one Lease by Indenture, &c. excepted.) And lastly, that she the said *A.* and her Heirs, Executors and Administrators, and all and every other Person and Persons now having or claiming, or which shall, &c. by, from, or under, or in Trust for her or the said *B.* her late Father, or the said *D.* her late Grandfather deceased, either or any of them, shall and will from Time, &c. make further Assurance, which further Assurance to enure to the Purchaser. *In Witness, &c.*

When the Vendor is seised in Fee or Fee-tail.

Covenant, [*as usual*] That he is seised, &c. in Fee-simple or Fee-tail, to the Use of himself and of his Heirs, or the Heirs of his Body, without any Remainder, &c. That he hath Power to grant, &c. [*and the rest as usual*].

From an Heir and the Widow of a Person deceased, of Lands, in Pursuance of a Decree in Chancery, which ordered the Premises to be sold before a Master, wherein a different Sum is mentioned to be paid to each, and further Sums for paying off a Mortgage and a Judgment, which are assigned.

THIS Indenture tripartite, made, &c. between A. (12.)
 &c. Brother and Heir of B. late, &c. deceased, Perused by Sir Edward Northey for the Purchaser, and by Mr. Culpeper for the Widow, who said that she was, or ought not to covenant against her Husband's Act, or any others, but her own, not to give a Warranty.
 of the first Part, C. &c. Widow, Relict of the said B. of the second Part, and D. &c. of the third Part, witnesseth, That for and in Consideration of 5 s. a-piece of lawful, &c. to the said A. and C. in Hand, &c. [as usual] they the said A. and C. have bargained and sold, and by, &c. do, and either of them doth, &c. unto the said D. all that, &c. Habend', &c. Reddend' unto the said A. and C. and the Heirs and Assigns of the said A. the Rent, &c. to the Intent, &c.

This Indenture tripartite, made, &c. between the said Parties ; whereas in a Cause depending in the High Court of Chancery, between the said C. Plaintiff, and the said A. and others Defendants, it is by Decree of the Court made on *Wednesday* the, &c. in the — Year of the Reign, &c. ordered that the Manor, Lands and Premises here under granted, should be sold to the best Purchaser, to be approved of by one of the Masters of the said Court, and that all Persons concerned should join in the Sale thereof, and the said D. is by the Master certified to be the best Purchaser, at and for the Sum or Price of — l. as by the said Master's Certificate may appear, and thereupon the said Premises, and the Fee-simple and Inheritance thereof are in Pursuance of the said Decree of the said Court to be conveyed and assured unto the said D. his Heirs and Assigns: Now Recital of the Decree.
 therefore this Indenture witnesseth, That for and in Now, &c. Consideration.

Consideration of the Sum of 308 *l.* 3 *s.* 6 *d.* of lawful, &c. to the said *A.* and of the Sum of 208 *l.* to the said *C.* in Hand, at, &c. by the said *D.* well and truly paid, the Receipt whereof, &c. and thereof, &c. which said 308 *l.* 3 *s.* 6 *d.* and 280 *l.* and together with the Sum of 831 *l.* 19 *s.* 2 *d.* more, paid by the said *D.* by the Direction of the said *A.* and *C.* unto *E.* and *F.* being the Consideration of an Assignment of one Indenture of Demise or Mortgage of the said Premises made and granted by the said *B.* deceased, and with the Sum of 129 *l.* 17 *s.* 4 *d.* more by the said *D.* also paid, by the like Direction of the said *A.* and *C.* unto *G.* of, &c. being due to her upon a Judgment against the said *B.* makes in all 1550 *l.* being the full Sum to be paid for the absolute Purchase of the said Premises, they the said *A.* and *C.* have granted, &c. and by, &c. do, and each of them doth grant, &c. unto the said *D.* (in the actual Possession, being, &c.) and to the Heirs and Assigns of the said *D.* for ever, all that, &c. and the Reversion, &c. and all yearly and other Rents, Issues and Profits whatsoever reserved due or payable, or to grow due or payable upon, or by Virtue of any Demise, Lease or Grant, Demises, Leases, or Grants of the said Premises, or any Part thereof; and also all the Estate, &c. together with all and singular Deeds, &c. [*as usual*] together with true Copies, &c. *Habend'*, &c. And the said *A.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise, grant and agree to and with the said *D.* his Heirs and Assigns by these Presents, in Manner and Form following, (that is to say) That (for and notwithstanding any Act, Deed, Matter or Thing by him the said *A.* or any claiming, by, from, or under him, done or committed to the contrary,) he the said *A.* at the Time, &c. is and standeth lawfully and rightfully seised, &c. in Fee-simple, to the Use of the said *A.* and his Heirs, without any Remainder, &c. and that the said *A.* (for and notwithstanding any such Act, &c.) now hath in himself

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good Right, &c. (to grant); And that the said D. his Heirs and Assigns, shall or lawfully may from Time to Time, and at all Times for ever hereafter, peaceably, &c. (enjoy without Interruption) whatsoever, of or by him the said A. or of or by any other Person or Persons claiming, or that shall claim by, from, or under, or in Trust for him, except as herein after is excepted, and that free, &c. (from Incumbrances) suffered by the said A. or any Person or Persons claiming or to claim, by, from, or under him, or by or through his Means, Act, Privity or Procurement, except the Indenture of Demise or Mortgage of the said Premises made by the said B. Brother of the said A. bearing Date, &c. and the Judgment confessed by the said B. Brother to the said G. both which are assigned by the Direction of the said D. and in Trust for him, and also except a Lease, &c. and the said C. for herself, her Heirs, Executors and Administrators, doth covenant, promise, grant and agree to and with the said D. his Heirs and Assigns, that he the said D. his Heirs and Assigns, shall or lawfully may, from Time, &c. (enjoy without Interruption) whatsoever, of or by her the said C. or any claiming, or to claim, by, from, or under her (or the said B. her late Husband deceased,) and that free, &c. (from Incumbrances) suffered by the said C. (and B. her late Husband deceased,) or by any others claiming, or to claim, by, from, or under her, them, or either of them, or by or through her Means, Act or Procurement, (except as herein before is excepted). And lastly, the said A. and C. for themselves severally and respectively, and for their several and respective Heirs, Executors and Administrators, and not jointly, nor one, &c. do covenant, promise and agree, to and with the said D. his Heirs and Assigns, by these Presents, that they the said A. and C. and their Heirs, and all others lawfully now having or claiming, or which shall, &c. claim any Estate, &c. by, from, or under him, or her, (or by from or under the said B. Brother of the said A.) shall

Except a Demise and Judgment.

shall and will from Time, &c. (make further Assurance) which Assurance to enure to the Purchaser. *In Witness, &c.*

Counsel said, that if *A.* would covenant but for himself (as to the Covenant for further Assurance) if so, then to draw the Covenants separately.

Of Part of Lands (order'd to be sold before a Master in Chancery, which were charg'd by Will with the Payment of a Testator's Debts and Legacies. From the Heir, Trustees, Legatees and Creditors, and the Consideration-Money mentioned to be paid to one of the Creditors in Part of his Debt, with a General Warranty.

(13.)
Perused by
Mr. Myn-
shall.

THIS Indenture made, &c. between *A.* &c. Widow, Relict of *B.* late, &c. deceased, *C.* &c. eldest Son and Heir of the said *B.* deceased, and *D.* &c. of the one Part, and *E.* &c. of the other Part, witnesseth, That for and in Consideration of 5 s. a-piece of lawful, &c. to the said *A. C.* and *D.* in Hand, &c. by the said *E.* well and truly paid, the Receipt whereof they do hereby severally acknowledge, and thereof, &c. they the said *A. C.* and *D.* have, and each and every of them hath granted, bargained and sold, and by, &c. do, &c. unto the said *E.* all, &c. all which said Messuage, or Tenement and Premises, *O.* of, &c. did formerly purchase to him and his Heirs, of and from *P.* of, &c. and *Q.* his Wife, or his, her, or their Trustees, by Indenture bearing Date the, &c. expressed to be made between, &c. and by other Assurance, and were by Indentures of Lease and Release, bearing Date, &c. conveyed and assured by the said *O.* to the said *B.* (now deceased) and all and singular other the Messuages, Lands,

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Tene-

Tenements, Woods, Underwoods, Commons and Hereditaments whatsoever, with their Appurtenances late of him the said B. deceased, situate, lying and being in ———— afore said, and the Reversion, *&c. Habend', &c. Reddend'* unto the said A. C. and D. their Heirs and Assigns, or some or one of them, the Rent, *&c.* to the Intent, *&c.*

This Indenture quadripartite, made, *&c.* between A. *&c.* Widow, Relict of B. late, *&c.* deceased, C. *&c.* eldest Son and Heir of the said B. deceased, F. *&c.* Son of the said B. deceased, G. *&c.* and H. G. his Wife, Daughter of the said B. deceased, of the first Part, D. *&c.* of the second Part, J. *&c.* and K. *&c.* of the third Part, -and E. *&c.* of the fourth Part: Whereas the said B. deceased, by the Name of B. of, *&c.* did by his Last Will and Testament in Writing, bearing Date, *&c.* devise to the said A. D. and L. (since deceased) and their Heirs, all his Freehold Messuages, Lands, Tenements and Hereditaments, lying and being in the said County of ———— and elsewhere (except a Parcel of Lands called B. in the Island of P. in the Parish of, *&c.* in the said County of ———— and B——— *Marsb,* of the said Parish of, *&c.* and except his Messuages, Lands and Tenements in the Parish of ———— in the said County) upon Trust, that they the said Trustees should stand seised thereof in the first Place, to permit the said A. his Wife to receive thereout for her Life 80*l. per Annum,* by quarterly Payments: And in the next Place, that his said Estate should stand charg'd (in Case his personal Estate should fall short of doing thereof) with the Payment of 1200*l.* to his Son, the said F. and with 600*l.* to his Daughter, then H. S. Widow, and now the said H. G. Wife of the said G. to be paid to them in such Manner as therein is mentioned; and after Payment of his said Childrens Portions, or so much thereof as his personal Estate should fall short of paying, and charg'd therewith, the said B. deceased, did thereby declare the

Recite the Will, whereby the Testator charg'd his Estate with the Payment of Debts and Legacies.

said Trustees should stand seised thereof in Trust for his eldest Son the said C. for his Life, and after his Decease in Trust for the eldest Son of his said Son C. lawfully to be begotten; and the Heirs of his Body lawfully to be begotten; and so to all other the Son and Sons of the said C. lawfully to be begotten, severally and successively, according to Seniority, and the Heirs of their respective Bodies issuing; and for Want of such Issue Male of the said C. then the said Trustees should be seised of the said Premises in Trust for the said F. for his Life, and after his Decease, then in Trust for the first Son of the said F. and the Heirs of his Body; and for Default of such Issue, then in Trust for all other the Son and Sons of the said F. severally and successively, and the Heirs of their respective Bodies issuing, with other Remainders over; And hath therein willed, that notwithstanding any Devise, Trust or Limitation therein above-mentioned, his said Trustees, the Survivors or Survivor of them should and might (in Case the Portions therein above-mentioned should not be raised by or out of his Personal Estate, as the same should become due,) sell and dispose of the Inheritance of so much of the said Lands so devised unto them in Trust, which to them should seem fitting, as, with the Money raised by Sale thereof, should be sufficient to pay and discharge the same, which Lands so sold should be free and clear of and from the Annuity of 80 *l. per Annum*, and from the Trusts and Entails therein above-mentioned, any Thing therein contained to the contrary notwithstanding; and did thereby charge his Personal Estate, not therein specifically disposed of, with the Payment of his just Debts, and the Particulars therein given; and in the next Place with the said 1200 *l.* and 600 *l.* as far as the same would go, and gave the Rest of his Personal Estate, not therein otherwise disposed of, to his said Son the said C. and made the said A. C. F. and H. G. Executors of his said Will; and by a Codicil annexed thereto, dated the, &c. the said Testator charg'd the

the said Estate with a further Sum of 800 *l.* to the said *F.* and 400 *l.* to the said *H. G.* as by the said Will and Codicil, Relation being thereunto respectively had, &c. And whereas the said *G.* and *H.* his Wife, and the said *F.* in order to be paid their respective Legacies, did exhibit their Bill in the High Court of Chancery against the said *C. M.* and *N.* his two Sons, Infants, the said *A. D.* and *R.* unto which Bill all the Defendants answered, and the Court, on or about the — Day, &c. on hearing of the said Cause, did decree, That the said *C.* and the only acting Executor, should come to an Account before Dr. *E.* one of the Masters of the said Court, for the Personal Estate of the said Testator *B.* come to his Hands, or to the Hands of any other Person for his Use; and the said Master was thereby ordered to take an Account what the Debts and Legacies of the said Testator amounted to, and whether the Personal Estate of the said Testator would be sufficient to pay the same; and if it should appear, that the said Personal Estate was not sufficient to satisfy the said Debts and Legacies; then it was thereby further ordered, that the said Master should look into the said Testator's Real Estate, and certify to the said Court what Part thereof was fit to be sold or mortgaged, to raise Money to pay what the Personal Estate should fall short of satisfying; and whereas the said Master by his Report, dated on or about the — in pursuance of the said Order of the — Day — certified to the Court, that the whole Personal Estate of the said Testator then received and come to the Hands of the said *C.* amounted to 3270 *l.* 13 *s.* and 6 *d.* and that the said Defendant *C.* had, since the said Testator's Death, paid several Sums of Money for and on Account of the said Testator's Debts, Legacies, and other Matters relating to the said Executorship, amounting to 2658 *l.* 4 *s.* which being allowed to the said Defendant *C.* and deducted out of the said Personal Estate, come to his Hands, doth reduce the same to the Sum of 612 *l.* 9 *s.* 6 *d.* and that there

Recite the decretal Order.

Recite the Master's Report.

*Recital of the
Order for con-
firming the
said Report.*

*Recital of the
Report for al-
lowing the
Purchaser.*

there then remained unpaid to the said G. the said Legacy of 1000*l.* and a Debt of 500*l.* both amounting to 1500*l.* to the said J. 1300*l.* to the said F. 1300*l.* to the aforesaid K. 300*l.* and to the said A. 200*l.* all amounting to 4600*l.* which is more by 3987*l.* 10*s.* 6*d.* than the said Personal Estate in the Hands of the said C. was sufficient to satisfy, and thereby certified the Particulars of the said Testator's Real Estate, in the said County of — charg'd by his said Will with the Payment of such of his Debts and Legacies, as his Personal Estate should fall short to satisfy, and that the same amounted in the Whole to 325*l.* 10*s.* *per Ann.* and that it would be for the Advantage of the Defendants to mortgage or sell the whole Estate for Payment of the said Testator's Debts and Legacies remaining unsatisfied: And whereas the said — on or about *Thursday* the — Day, *&c.* upon hearing the said Cause upon the said Master's Report, and on reading the said Report, did order and decree that the said 3987*l.* 10*s.* 6*d.* should be raised by Sale or Mortgage of the said Testator's Estate, and it was thereby referred to the said Master to see the same either sold or mortgaged, as he should judge most for the Advantage of the Parties interested therein. And in Case a Sale should be made of the said Estate, or any Part thereof, for raising the said Money it was thereby further ordered, that the said Master should allow of a Purchaser, and see the Overplus of the Money arising by such Sale over and above what should satisfy the said Demands, and pay the Costs of the said Suit, disposed of according to the Intent and Meaning of the Testator's said Will: And whereas T. one of the Masters of the said Court (to whom the former Reference was transfer'd) hath by his Report dated on or about the — Day — allowed of the said E. to be the best Purchaser of the Farm, Lands, Woods, Woodlands and Hereditaments herein after mentioned, and hereby granted and released, or mentioned, or intended so to be (which said Estate is Part of the said Estate

state devised by the said Testator's said Will) at the Rate of 470*l.* which said last mentioned Report hath been since confirmed and made absolute by two several Orders of the said Court, the one dated on or about the ——— and the other on or about the ——— as by the said recited decretal Orders, Reports, and other Orders, Relation being thereunto severally had, &c. Now this Indenture witnesseth, that for and in Consideration of the said Sum of 470*l.* of lawful, &c. by the said E. to the said J. at or before the Ensealing and Delivery of these Presents (by the Direction and Appointment of the said C. and with the Consent of the said A. F. G. and H. his Wife, D. and K. testified by their Signing and Sealing thereof) well and truly paid, for and in Part of the said Debt of 1300*l.* so as aforesaid, due and owing to him the said J. by and from the said B. deceased, or from his Estate, and in Consideration of 5*s.* a-piece of like Money to the said A. C. F. G. and H. his Wife, D. and K. respectively by the said E. likewise well and truly paid, the Receipt of which said several Sums of 470*l.* and 5*s.* a-piece, they the said J. and the said A. C. F. G. and H. his Wife, D. and K. do hereby respectively acknowledge, and thereof do severally acquit, &c. they the said A. C. F. G. and H. his Wife, D. and K. have, and each and every of them hath granted, &c. and by these Presents in Obedience to, and Pursuance of the said recited decretal Order of the said Court of Chancery, dated on or about the said ——— and by and with the Consent, Direction and Appointment of the said J. testified by his being a Party to, and Sealing and Delivering of these Presents, and likewise the said J. doth, and each and every of them doth grant, &c. unto the said E. (in his actual Possession, now being by Virtue of a Bargain and Sale to him thereof made by them the said A. C. and D. and in Consideration of 5*s.* a-piece by Indenture, &c.) and to the Heirs and Assigns of the said E. for ever, all that Messuage, &c. (*prout* as in the Bargain and Sale) and the

And Confirmation of the same now, &c. Consideration.

M m

Rever-

Reversion, &c. [*as in the first Conveyance*] and also all the Estate, &c. [*ditto*] of them the said A. C. F. G. and H. his Wife, D. J. and K. and every or any of them, or any other Person or Persons in Trust for them, or any of them, or for their or any of their Use or Uses, of, in, to, or out, &c. by Force, Virtue, or Means of the said recited Last Will of the said B. deceased, or by any other Ways or Means, Right or Title whatsoever or howsoever, together with all and singular Deeds, &c. which are in the Hands, Custody, or Possession of the said A. C. F. G. and H. his Wife, D. J. and K. or any of them, or any other Person or Persons in Trust for them, or any of them, or for their or any of their Use or Uses, or which they or any of them can come by without Suit in Law or in Equity, and true Copies of all other Muniments and Writings which concern the Premises, or any of them, together with other Lands, Tenements, or Hereditaments, the said Copies to be taken at the Costs and Charges of the said E. his Heirs and Assigns, [*Habend', as usual*]. And the said C. doth hereby grant for himself and his Heirs, that he the said C. and his Heirs, the said Messuage or Tenement, Lands, &c. and all and singular, &c. against him the said C. and his Heirs, and against all other Persons whatsoever, shall and will warrant and for ever defend by these Presents; and the said A. C. F. G. and D. do for themselves respectively, and for their several Heirs, Executors and Administrators, severally and not jointly, covenant, promise and grant to and with the said E. his Heirs and Assigns by these Presents, that they the said A. C. F. G. and H. his Wife, and D. and their Heirs respectively shall and will, before the End of, &c. (levy a Fine) and each of them the said A. and D. for her and himself, her and his Heirs, Executors, Administrators and Assigns severally and not jointly, nor one for the other, nor for the other's Act or Acts, doth covenant, promise and agree to and with the said E. his Heirs and Assigns by these Presents, that they the said A. and D.

Habend'.
Warranty
against all
Persons.

Covenant from
the Widow
and Trustee,
that they have
not incumbered.

respectively, have not at any Time or Times heretofore made, done, committed, or wittingly or willingly suffered to be done, any Act, Deed, Matter, or Thing whatsoever, whereby, wherewith, or by Means whereof the said Messuage, &c. and all and singular other the Premises herein before granted, sold, released, and confirmed or meant, mentioned or intended so to be, with the Appurtenances, or any Part thereof, is, are, or shall, or may be any Ways impeached, charg'd or incumbered in Title, Charge, Estate, or otherwise howsoever, except as appears in these Presents, and the said C. for himself, his Heirs, Executors, Administrators and Assigns; and for every of them doth covenant, promise, grant and agree, to and with the said E. his Heirs and Assigns by these Presents, in Manner and Form following, (that is to say) that he the said C. the said A. and D. now, &c. or some or one of them are and stand, or is and standeth lawfully and rightfully seised, &c. in Fee-simple, to the Use of themselves and their Heirs, or one of them and his or her Heirs, without any Remainder, &c. And that they the said A. C. F. G. and his Wife, D. J. and K. have in themselves, or some or one of them hath in him or her self, now, &c. good Right, true Title, full Power, and lawful and absolute Authority to grant, &c. And also, that he the said E. his Heirs and Assigns shall or lawfully may from henceforth from Time to Time, and at all Times for ever hereafter, peaceably, &c. (enjoy and receive the Rents without Interruption) whatsoever, of, from or by the said A. C. F. G. and H. his Wife, D. J. and K. or any of them, or of, or by any other Person or Persons whatsoever, and that free, &c. (from Incumbrances) suffered by the said A. C. F. G. and H. his Wife, D. J. and K. or any of them, or of any other Person or Persons whatsoever. And lastly, That they the said A. C. F. G. and H. his Wife, D. J. and K. and their Heirs, Executors and Administrators, and all and every other Person and Persons now having or claiming, or which shall or may at any Time or Times

The Heir covenants, that he or the Widow, and Trustees, is seised in Fee.

And that they and Legatees have Power to grant.

And that the Vendee shall quietly enjoy.

And that all the Vendors will make further Assurance.

Times hereafter lawfully have or claim any Manner of Estate, Right, Title or Interest of, in, to or out of the said Messuage, &c. and all and singular other the Premises herein before-mentioned, or intended to be hereby granted, sold, released and confirmed, or any Part thereof, shall and will from Time to Time, &c. (make further Assurance) so as such further Assurance or Assurances do contain no further, &c. *In Witness, &c.*

The Receipt.

I, the within named J. do acknowledge to have had and received the Day of the Date within written, of the within named E. the within mentioned Sum of — the Consideration-Money mentioned to be paid me in and by the within written Indenture, and is in Part of the Debt of 1300 l. due to me from the within-named B. deceased, or his Estate, as within is mentioned. *Witness my Hand the Date within.*

Of Lands devised by Will to Trustees in Trust, to make Sale thereof, and apply the Produce for paying off a Mortgage, and the Residue to divide amongst several Legatees.

From the Trustees and Legatees to the Mortgage.

(14.) **T**HIS Indenture tripartite, made, &c. between A. of, &c. surviving Devisee named in and by the Last Will and Testament of B. late, &c. deceased, of the first Part, C. of, &c. the only Brother of D. late of, &c. formerly the Husband of the said B. also deceased, E. of, &c. F. of, &c. and G. &c. of the second Part, and H. &c. of the third Part, witnesseth, that for and

in Consideration of 5 s. a-piece of lawful, &c. to the said A. C. E. F. and G. in Hand, &c. [*as usual*] they the said A. C. E. F. and G. have bargained and sold, and by these Presents do, and either of them doth bargain and sell unto the said H. all, &c. which said Messuages and Premises, with their Appurtenances, were heretofore bought and purchased by the aforesaid D. and B. of one K. and L. his Wife, together with all Houses, Out-houses, &c. and the Reversion, &c. *Habend'*, &c. *Reddend'* unto the said A. C. E. F. and G. their Heirs or Assigns, or some or one of them, the Rent, &c. to the Intent, &c.

This Indenture tripartite, &c. between A. &c. [*as above*] of the first Part, C. of, &c. the only Brother, &c. [*as above*] E. of, &c. and M. his Wife, F. &c. and N. his Wife, and G. &c. and O. his Wife, which said M. Wife of the said E. N. Wife of the said F. and O. Wife of the said G. are the three Daughters of the said C. of the second Part, and H. of, &c. of the third Part: Whereas the said B. deceased did make her Last Will and Testament in Writing, bearing Date, &c. and did thereby, amongst several other Gifts and Bequests, give, devise and bequeath unto P. &c. and the aforesaid A. (by the Name of A. of, &c.) and their Heirs and Assigns, all those her two Messuages or Tenements, situate and being, &c. then, or late in the Tenure or Occupation of — and — their Assignee or Assigns, to have and to hold the said two Messuages or Tenements, with the Appurtenances, unto the said P. and A. their Heirs and Assigns, upon special Trust and Confidence, nevertheless, that they the said P. and A. their Heirs and Assigns, or some of them, should sell and dispose of the same to the best Advantage; and upon this further Trust and Confidence, that they should by, with, and out of the Money to be raised by Sale of the said Messuages or Tenements, pay or cause to be paid unto H. all and every Sum and Sums of Money, as were

Recital of the Will.

N n

owing

*And that the
Testator is
since dead.
And that a
Purchase was
agreed; now,
&c. Consid-
eration.*

owing unto the said *H.* by her, for which the said Messuages were and are mortgaged unto him the said *H.* and that as touching or concerning the Rest and Residue of the said Money so raised by Sale of the Premises, as aforesaid, that they the said *P.* and *A.* their Heirs and Assigns, should put the same forth at Interest for the sole Benefit and Advantage of *C.* her Brother-in-law, during his natural Life, and from and after his Decease she did devise, order and appoint the said Money so to be raised by Sale of the said Messuages, as aforesaid, to be paid to the three Daughters of the said *C.* equally to be divided among them, share and share alike. And the said *B.* did name and appoint the said *P.* and *A.* Executors of her said Will, as thereby, Relation being thereunto had, amongst other Things, more at large may appear: And whereas the said *P.* is since departed this Life; and whereas the said *H.* hath agreed for the absolute Purchase of the said Messuages and Premises: Now this Indenture witnesseth, That for and in Consideration of 5 s. of lawful, &c. to the said *A.* and of the Sum of 13 l. 5 s. of like Money to the said *C.* and of the Sum of 13 l. 5 s. of like Money to the said *E.* and *M.* his Wife, and of the like Sum of 13 l. 5 s. of like Money to the said *F.* and *N.* his Wife, and of the like Sum of like Money to the said *G.* and *O.* his Wife, by the said *H.* well and truly paid, by the Direction of the said *A.* surviving Executor of the said *B.* as aforesaid, testified by his Signing and Sealing these Presents, making together the Sum of 53 l. which together with the Sum of 52 l. due and owing for Principal and Interest upon the Indenture of Demise or Mortgage of the said Premises made by the said *B.* deceased, makes in all the Sum of 105 l. and is in full for the absolute Purchase of the Messuages and Premises aforesaid, and herein after mentioned to be sold and released; and is also in full of and for all or any Sum or Sums of Money, and other Benefit and Advantage accruing, given or payable to them the said *C.* and his aforesaid three

1

Daughters,

Daughters, or any of them, out of, for, or in Respect of the said Premises, or by Sale thereof, by the said Will of the said B. deceased, or otherwise howsoever; the Receipt of which said several and respective Sums of Money, the said A. C. E. and M. his Wife, F. and N. his Wife, and G. and O. his Wife, do hereby severally and respectively acknowledge, and thereof do severally and respectively acquit and discharge the said H. his Heirs, Executors and Assigns for ever by these Presents; he the said A. in Pursuance of the Trust in him reposed in and by the said Will; and likewise the said C. E. and M. his Wife, F. and N. his Wife, and G. and O. his Wife have, and each and every of them hath granted, &c. and by these Presents do, and each and every of them doth fully and absolutely grant, &c. unto the said H. (in the *Grant*, actual Possession, &c.) and to the Heirs and Assigns of the said H. for ever, all those two Messuages, &c. (*prout* in the Bargain and Sale) and the Reversion and Reversions, Remainder and Remainders, and all yearly and other Rents, Issues and Profits whatsoever reserved, due or payable upon any Demise or Lease, or otherwise howsoever, of all and singular the said Premises, and every or any Part or Parcel thereof; and also all the Estate, Right, Title, Interest, Use, Possession, Reversion, Inheritance, Claim and Demand whatsoever in Law and Equity of them the said A. C. E. and M. his Wife, F. and N. his Wife, and G. and O. his Wife, and every or either, or any of them, or of any other Person or Persons in Trust for them, either, or any of them; or for their, either, or any of their Use or Uses, of, in, and to the said Messuages and Tenements; and all and singular other the Premises with the Appurtenances, before, in, and by these Presents, mentioned or intended to be granted, sold and released, or of, in or to any Part or Parcel thereof, together with all and singular Deeds, Evidences and Writings touching or concerning the Premises, and which are in the Hands or Custody of the said A. C. E. F. and G. or either or any of them;

or

Habend'.

or of any others in Trust for them, either or any of them, or which they or either or any of them can come by without Suit in Law; To have and to hold, *¶* *as usual*. And the said *A.* for himself, his Heirs and Assigns, and the said *C.* for himself his Heirs and Assigns, and the said *E.* for himself, and the said *M.* his Wife, their Heirs and Assigns, and the said *F.* for himself, and the said *N.* his Wife, their Heirs and Assigns, and the said *G.* for himself, and the said *O.* his Wife, their Heirs and Assigns, severally and respectively, and not jointly, *¶* do, and doth covenant, promise and grant to and with the said *H.* his Heirs and Assigns by these Presents, in Manner and Form following, (that is to say) that (for and notwithstanding any Act, Matter or Thing done, committed or suffered by them the said *A. C. E.* and *M.* his Wife, *F. ¶* or by the said *D.* and *B.* deceased, or any lawfully claiming, by, from or under them, or either or any of them to the contrary,) they the said *A. C. E.* and *M.* his Wife, *F. ¶* now, *¶* are, or some or one of them is and standeth lawfully seised, *¶* in Fee-simple, to the Use of them, some, or one of them, their, some, or one of their Heirs and Assigns, without any Remainder, *¶*. And that they the said *A. C. E.* and *M.* his Wife, *F. ¶* (for and notwithstanding any such Act, *¶*.) have in themselves, or some or one of them hath in him or themselves, good Right, full Power, true Title, and lawful and absolute Authority to grant, *¶*. And that the said *H.* his Heirs and Assigns shall, or lawfully may from Time, *¶* (enjoy without Interruption) whatsoever, of or by them the said *A. C. E.* and *M.* his Wife, *F. ¶* or either or any of them, their or either or any of their Heirs or Assigns, or of or by any other Person or Persons lawfully claiming, or that shall claim by, from or under, or in Trust for them, or either or any of them, or by, from or under the aforesaid *D.* or *B.* deceased, and that free, *¶* (from Incumbrances) suffered by them the said *A. C. E.* and *M.* his Wife, *F. ¶*.

or either or any of them, or the said *D. B.* deceased, or by any other Person or Persons lawfully claiming or to claim, by, from, or under, or in Trust for them, or either or any of them, or the aforesaid *D. and B.* deceased, or by or through their or either or any of their Means, Act, Right, Title, Privity or Procurement: And further, that they the said *A. C. E.* and *M.* his Wife, *F. &c.* and their Heirs, and all other Person or Persons now having, or lawfully claiming, or which shall, *&c.* any Estate, *&c.* by, from, or under them, either or any of them, or by, from, or under the said *D. and B.* deceased, shall and will from Time, *&c.* (make further Assurance) so as such further Assurance, *&c.* all which further Assurance, *&c.* (to enure to the Purchaser). *In Witness, &c.*

[*The Warranty to come in next after the Habend'.]*

And the said *A. C. E. F.* and *G.* for themselves and ^{Warrantys} their Heirs severally and respectively, but not jointly, nor one for the other, do covenant and grant to and with the said *H.* his Heirs and Assigns, that they the said *A. C. E. F.* and *G.* and their Heirs respectively, the said Messuage or Tenements and Premises before granted and sold, with the Appurtenances, unto the said *H.* his Heirs and Assigns against them the said *A. C. E. F.* and *G.* and their Heirs respectively, and all others lawfully claiming or to claim, by, from, or under them respectively, or by, from, or under the aforesaid *D. and B.* deceased, shall and will warrant, and for ever defend by these Presents.

The Receipt.

We, the within named *E.* and *M.* my Wife, do acknowledge to have received the Date within, of the within named *H.* the Sum of — within mentioned to be paid us, being in full for all Money and other Advantage accruing, given or payable to the
O o
said

faid M. in Respect of the within conveyed Premises, or by the Sale thereof, by the Will of the within-named B. deceased, or otherwise.

From a Trustee and Executor named in a Will, and the Heir of the Deceased, wherein the Purchase-Money is mentioned to be the same as is mentioned to be the Consideration of an Assignment of a Mortgage Term, which was paid off by the Purchaser, and assigned to a Person in Trust for him:

[The Lease as common, as if from two Vendors, and Reddend' also, and between the same Parties as the Release.]

(15.)
Perused by
Mr. Webb,
E. was Webb
himself.

Consideration
the same as in
Assignment of
a Mortgage
Term.

THIS Indenture tripartite, made between A. of, &c. Executor of the Last Will and Testament, and also Devisee of B. late, &c. deceased, of the first Part, C. &c. Brother and Heir of the said B. deceased, of the second Part, and D. &c. of the third Part, witnesseth, that for and in Consideration of the Sum of ——— l. of lawful, &c. paid by the said D. by the Direction of the said A. unto E. of, &c. the Consideration of one Indenture of Assignment tripartite, bearing Date, &c. and made between the said E. of the first Part, the said A. of the second Part, and the said D. and ——— Trustee of the third Part, being in full of the Sum agreed for the absolute Purchase of the Premises hereunto granted, and for and in Consideration of the Sum of 5 s. a-piece of lawful, &c. to them the said A. and C. in Hand, &c. by the said D. well and truly paid, the Receipt whereof, &c. and thereof, &c. they the said A. and C. have granted, &c. and by these Presents do, and each of them doth grant, &c. unto the said D. (in the actual Possession, &c.) and to the Heirs and Assigns of the said D. for ever, all, &c. and the Reversion,

Uc. and all the Estate, *Uc.* of them the said *A.* and *C.* or either of them, or of any other Person or Persons in Trust, *Uc.* together with all and singular Deeds, *Uc.* which are in the Hands or Custody of the said *A.* and *C.* or either of them, or any other Person, *Uc.* together with true Copies, *Uc.* as they the said *A.* and *C.* or either of them have or hath in their or either of their Custody or Power, [*Habend' as usual*]. And the said *A.* for himself, *Uc.* (covenants) that (for and notwithstanding any Act, Matter or Thing by him the said *A.* or by the said *B.* deceased, or either of them committed, done or suffered to the contrary,) he the said *A.* at the Time, *Uc.* is and standeth lawfully and rightfully seised, *Uc.* in Fee-simple, to the Use of himself and his Heirs, without any Remainder, *Uc.* and that he the said *A.* (for and notwithstanding any such Act, Matter or Thing by him the said *A.* or the said *B.* deceased, or either of them committed or done to the contrary, as aforesaid,) now hath in himself good Right, *Uc.* (to grant) and that he the said *D.* his Heirs and Assigns shall, or lawfully may, *Uc.* (enjoy without Interruption) whatsoever, of, or by the said *A.* his Heirs or Assigns, or any of them, or of or by any other Person or Persons whatsoever, lawfully claiming or to claim, by, from, or under him or them, or by, from or under the said *B.* deceased, and that free, *Uc.* (from Incumbrances) suffered by the said *A.* or any other Person or Persons lawfully claiming, or to claim by, from, or under him, or by, from, or under the aforesaid *B.* deceased, or by or through their or either of their Means or Procurement, excepting the Assignment of the Residue of a Term of 1000 Years of *E.* of, *Uc.* by the Direction of the said *A.* to — Trustee for the said *D.* And lastly, That he the said *A.* and his Heirs, and all others, *Uc.* (claiming) by, from, or under him the said *A.* or by, from, or under the aforesaid *B.* deceased, excepting the said — Trustee, for the said *D.* shall and will from Time to Time, *Uc.* (make further Assurance) so as,
Uc.

¶c. all which further Assurance, ¶c. to enure to the Purchaser. *In Witness, &c.*

Release from one Executor and Trustee, who had renounced to another, of his Right to Part of the Real Estate of the Deceased (agreed to be sold by the Releasee, by the Conveyance above) the Releasee having a Mortgage thereon.

(* 15.)

*Drawn by
Mr. Webb,
E. being Webb
himself.*

TO all People, ¶c. E. of, ¶c. sends Greeting: Whereas the Reverend B. Doctor in Divinity, ¶c. made his Last Will and Testament, bearing Date, ¶c. hath hereby devised unto the said E. and A. of, ¶c. and to their Heirs, several Messuages, Lands, Tenements and Hereditaments, upon the Trusts therein mentioned, and constituted and appointed the said E. and A. Executors of the said Will. And whereas the said B. soon after the making of the said Will died, and the said E. hath renounced the said Executorship, and does disclaim all Right to any of the Manors, Lands, Tenements or Hereditaments mentioned in the said Will to be devised to him and the said A. and whereas the said A. hath agreed to sell the four Messuages and Garden-ground herein after mentioned, being, as the said A. affirms, Parcel of the Premisses mentioned to be devised, as aforesaid; now the said E. for the Satisfaction of a Purchaser, and to enable the said A. more speedily to perform the Trusts mentioned in the said Will, he the said E. for himself and his Heirs hath, at the Request of the said A. testified by his Signing and Sealing of these Presents, released and for ever quit-claimed, and by these Presents doth, at such Request, testified as aforesaid, release and for ever quit-claim unto the said A. and his Heirs, all the Estate, Right, Title, Interest, Benefit, Claim, Advantage and Demand whatsoever of him the said E.

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of,

of, in, unto, or out of all, &c. [*the Parcels as in the Lease for a Year in the preceding to the Habend'*]. In Witness whereof the said E. hath hereunto set his Hand and Seal, &c.

Of a fifth Part of Lands in Expectancy, from one to Trustees, in Trust for them, to dispose thereof in the Releasor's Absence, he being going beyond Sea.

[*The Lease for a Year as common from one Person to the two Trustees, being the same Parties as to the Release.*]

THIS Indenture made, &c. between A. &c. Son (16.) of B. late, &c. deceased, of the one Part, and C. Widow and Relict of the said B. the Father, and D. of, &c. of the other Part: Whereas E. &c. deceased, the late Wife of F. by her Deed-Poll under her Hand and Seal, bearing Date, &c. by Virtue and in Pursuance of the Power and Liberty to her reserved in and by certain Indentures of Lease and Release, the Lease bearing Date, &c. and the Release the, &c. and the Release being quadripartite, and made, or, &c. between the said F. and the said E. his Wife, of the first Part, G. &c. of the second Part, H. and J. &c. of the third Part, and K. and L. &c. of the fourth Part, and of all other Power and Powers enabling her thereunto, did thereby limit, declare, direct and appoint, that they the said H. and J. and the Survivor of them, and the Heirs of such Survivor, should immediately after the Decease of the said E. settle and assure all and singular the Manor or Manors, Messuages, Lands, Tenements and Hereditaments in the County of — in the said recited Indenture of Lease and Release, and Deed-Poll, and here-

Recital of a Deed-Poll, whereby the Vendor was entitled to a Part of the Premises.

*And that the
Vendor was
going beyond
Sea.
New, &c.*

Habend'.

in after particularly mentioned, and all their Estate therein, unto the several Uses, and charg'd with and subject to the Payment of the Sum or Sums of Money therein after mentioned (and amongst other Uses) from and after the Decease of the said *F.* unto, and to the Use of the said *A.* (by the Name of *A. the Younger*) *M. N. O. P.* and *Q.* Sisters of him the said *A.* and to their Heirs for ever, the same to be equally divided among them, charg'd with, and subject to the Payment of 200*l.* of lawful, *Uc.* at the End of one Year after the Death of the said *F.* unto *R.* Daughter of the said *H.* if she be then living, as by the said recited Deed-Poll (amongst other Things therein contained) Relation being, *Uc.* And whereas the said *A.* intendeth to reside for some Time beyond the Seas: Now this Indenture witnesseth, That to and for the End, Intent and Purpose, that the said *C.* and *D.* and the Survivor of them, and the Heirs and Assigns of such Survivor, may sell and dispose of the One fifth Part of and in the said Manor or Manors, Messuages, Lands, Tenements and Hereditaments limited, appointed and belonging to him the said *A.* and in Consideration of 5*s.* of lawful, *Uc.* to him the said *A.* in Hand, at, *Uc.* by the said *C.* and *D.* well and truly paid, the Receipt whereof, *Uc.* and thereof, *Uc.* and for other good Considerations him thereunto moving, he the said *A.* hath granted, bargained, sold, aliened, released and confirmed, and by, *Uc.* doth grant, *Uc.* unto the said *C.* and *D.* (in the actual Possession, *Uc.*) and to their Heirs, the one full and equal fifth Part, *Uc.* [*as in the Bargain and Sale*] and the Reversion and Reversions, Remainder and Remainders thereof, and all the Estate, Right, Title, Interest, Use, Trust, Claim and Demand whatsoever, in Law and Equity, of him the said *A.* of, in, and to the said Premises, and every or any Part thereof; To have and to hold the said one full and equal fifth Part of and in the said Manor or Manors, Messuages, Lands, Tenements and Hereditaments, with their and every of their

Appurtenances unto the said C. and D. and their Heirs and Assigns, to and for the Use and Behoof of the said C. and D. their Heirs and Assigns for ever ; and the said A. for himself, his Heirs, Executors and Administrators, doth covenant and agree to and with the said C. and D. their Heirs and Assigns by these Presents, as follows, (that is to say) That he the said A. (for and notwithstanding any Act, Deed, Matter or Thing by him the said A. committed, done, or suffered to the contrary,) at the Time, &c. is and standeth lawfully and rightfully seised, &c. in Fee-simple, to the Use of himself and his Heirs immediately expectant upon the Death of the said F. without any Restraint, Act, Matter or Thing, to alter, change, determine or incumber the same Estate, and that the said one Fifth Part of the said Manor or Manors, Messuages, Lands, Tenements and Hereditaments and Premises now are and be, and so at all Times hereafter shall remain and continue unto the said C. and D. their Heirs and Assigns, free and clear of and from all former and other Bargains, Sales, Gifts, Grants, Debts, Estates, Charges and Incumbrances whatsoever by him the said A. or any others, by or through his Means or Privy committed, done or suffered. And lastly, That he the said A. and his Heirs, and all others lawfully claiming by, from, or under him, shall and will at the Request, Costs, and Charges in the Law of the said C. and D. or the Survivor of them, or the Heirs or Assigns of such Survivor, make, do and execute, or cause and procure to be done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Conveyance and Assurance in the Law whatsoever, for the further and better conveying and assuring the said fifth Part of the said Manor or Manors, Messuages, Lands, Tenements and Hereditaments, with their and every of their Appurtenances to the said C. and D. and their Heirs and Assigns for ever, as by the Counsel learned in the

Covenant that the Vendor is seised in Fee.

And that the Premises are free from Incumbrances.

And to make further Assurance.

the Law of the said C. and D. their Heirs or Assigns shall be reasonably devised. *In Witness, &c.*

From a Debtor to one of his Creditors in Trust for himself and the Rest of the Creditors, towards Payment of his Debts, of a Piece of Ground, and a yearly Rent issuing out of other Land.

[The Lease for a Year was as common, only in the Parcels; say, after the Description of the Land, as at the Bottom of the following.]

(17.) **T**HIS Indenture made, &c. between A. &c. of the one Part, and B. of, &c. of the other Part, witnesseth, That towards Payment and Satisfaction of the several Debts and Sums of Money, which the said A. oweth to his Creditors, mentioned in certain Indentures tripartite, bearing even Date with these Presents, made between the said A. of the first Part, the said B. &c. and for and in Consideration of 5 s. of lawful, &c. to the said A. in Hand, &c. by the said B. well and truly paid, the Receipt whereof, &c. and thereof, &c. he the said A. hath granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by, &c. doth fully and absolutely grant, &c. unto the said B. (now being in the actual Possession of the Premises herein after mentioned, by Force and Virtue of a Bargain and Sale to him thereof made by the said A. for the Consideration of 5 s. by Indenture, &c.) and to the Heirs and Assigns of the said B. for ever, all that, &c. (*prout* in the Bargain and Sale) and the Reversion and Reversions, Remainder and Remainders, and all the Rents, Issues and Profits whatsoever of the said Premises, and of every

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Part

Part thereof; and also all the Estate, &c. [*to the Words*] with the Appurtenances, and every Part thereof by any Ways or Means, Right or Title whatsoever or howsoever, together with all Deeds, &c. and true Copies, &c. to have and to hold, &c. unto the said B. his ^{Habend.} Heirs and Assigns, to and for the only proper Use and Behoof of the said B. and of his Heirs and Assigns for ever, in Trust nevertheless and for the Purpose declared and mentioned, in the before mentioned Indenture tripartite, bearing even Date with these Presents; and the said A. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise, grant and agree to and with the said B. his Heirs and Assigns, by these Presents, in Manner and Form following, (That is to say) That (for and notwithstanding any Act, Matter or Thing, by him the said A. or any others, lawfully claiming or to claim by, from, or under him committed, done, or suffered to the contrary) he the said A. now, &c. is and standeth lawfully and rightfully seised of, and in, &c. the said Plat or Close of Meadow-Ground, yearly Rent, and all other the Premises herein before, &c. in Fee-simple, to the Use of himself and his Heirs, without any Remainder, &c. And that (for and notwithstanding any such Act) he the said A. now, &c. hath in himself good Right, &c. to grant, &c. the said Plat or Close of Meadow-Ground; Rent, and all and singular other, &c. And also that he the said B. his Heirs or Assigns, shall, or lawfully may, &c. enjoy the said Plat or Close of Meadow-Ground, Rent, and all other the Premises, &c. and Receive; &c. all the Rents and Profits thereof, &c. without any Let, &c. whatsoever, of or by the said A. his Heirs or Assigns, or any other Person or Persons, lawfully claiming or to claim by, from, or under him or them, and that free, &c. (from Incumbrances) suffered by the said A. or any other Persons or Person, claiming or to claim by, from, or under him, or by or through his or their Means, Act, Default, Privity or Procurement. And lastly, that

he the said *A.* and his Heirs; and all others now claiming, or which shall or may at any Time hereafter have or claim any Estate, &c. of, in; to or out of the said Plat or Close of Meadow-Ground; and Premises herein before, &c. by, from or under him, will at all Times hereafter, within the Space, &c. (make further Assurance) according to the true Meaning of these Presents, be it of Record or not of Record, or by any other Ways or Means whatsoever, as by the said *B.* his Heirs or Assigns, or his or their Counsel, learned, &c. no Limitation of the Warranty; and it is covenanted, granted, concluded and agreed between all the said Parties to these Presents, for themselves, their Heirs and Assigns, that all and every such Conveyances and Assurances whatsoever, hereafter to be had, made, levied, suffered and executed by or between the said Parties to these Presents, or whereunto they or any of them shall be Party or Parties of the said Premises, or any Part or Parcel thereof, shall be and enure, and are intended, and shall be construed, and taken, and hereby declared to be and enure to and for the only Use and Behoof of the said *B.* and of his Heirs and Assigns for ever, &c. and to and for none other Use, Intent or Purpose whatsoever. In Witness. The Parcels to the Lease for a Year, all that little Plat, &c. [*describe as usual*] And also one Yearly Rent of 4 *d.* of lawful, &c. yearly issuing and going out of a certain Close of Ground heretofore of *A. H.* in — aforesaid, called or known by the Name of — and also always, &c. *Habend'* the said Plat or Close of Meadow-Ground, yearly Rent, and all and singular, &c. *Reddend,* &c. to the Intent, &c. the said *B.* may be in the actual Possession of the said Messuage or Tenement, and Premises, and may be enabled, &c.

Of the Premises in the preceding from the said Creditor (and Trustee) with the Consent of the Rest who are made Parties to a Purchaser.

THIS Indenture tripartite, made, &c. between B. of, &c. of the first Part, C. D. E. F. and G. of the second Part, and H. of &c. of the third Part, witnesseth, That for and in Consideration of 5 s. of lawful, &c. to the said B. in Hand, &c. by the said H. truly paid, the Receipt, &c. and thereof, &c. he the said B. hath bargained and sold, and by these Presents (by and with the Consent and Appointment of the said C. D. E. F. and G. testified by their being made Parties to, and signing and sealing these Presents, doth Bargain and sell unto the said H. all that, &c. the Parcels in the preceding [*Habend*, as usual] *Reddend* to B. his Heirs and Assigns. [*The Rest as common.*]

This Indenture tripartite, &c. between the said Parties; Whereas by Indenture of Lease and Release, the Lease bearing Date the ——— and the Release the ——— Days ——— last past, &c. and made, or, &c. between A. &c. of the one Part, and the said B. of the other, The said A. towards Payment and Satisfaction of the several Debts and Sums of Money which he owed to his Creditors, mentioned in certain Indentures tripartite, bearing even Date with the said recited Indenture of Release, made between the said A. of the first Part, the said (B. by the Name of B. of, &c.) one of the Creditors of the said A. and Trustee, named and appointed for the Purposes herein after mentioned, of the second Part, and the said C. D. E. F. and G. Creditors also of the said A. of the third Part; and in Consideration of 5 s. to him the said A. in Hand paid by the said B. did grant, bargain, sell, enfeoff, release and confirm unto the said B. his Heirs and Assigns for ever, all that, &c. (*prout* in the Bargain and Sale) and the Reversion, &c. and all the Estate

state, &c. together with all Deeds, &c. and Copies of all such other Writings, &c. *Habend'*, &c. in Trust, nevertheless, and for the Purposes in the before mentioned Indenture tripartite, bearing even Date with the said recited Indenture of Release, declared and expressed (that is to say) upon Trust, and to the Intent and Purpose, that he the said *B.* his Heirs, Executors, Administrators and Assigns, should with all convenient Speed, sell and dispose of the said Premises (amongst other Things) for the most Advantage of all the said Creditors of the said *A.* that he or they could. And upon farther Trust, that after Deduction of all necessary Charges and Expences, as well in and about the Sale of the said Premises and other Charges, relating to the Execution of the Trusts in him and them reposed, he the said *B.* his Heirs, Executors and Administrators, to distribute and divide the Remainder of the Monies, which should arise and be received by, from, or in Respect of the said Premises, to himself, and to and amongst the Rest of the said Creditors of the said *A.* Parties to the before recited or mentioned Indenture tripartite, in Proportion, according to the several Debts to him and them respectively due and owing, mentioned in the Schedule thereunto annexed, or according to the Account of their said Debts, as the same should be proved and appear to be, for and in full Payment and Satisfaction of their said several Debts due and owing to them as aforesaid, or to that Effect, as by the said recited Indentures of Lease and Release, and Indenture tripartite, Relation being, &c. Now this Indenture witnesseth, that for and in Consideration of— of lawful, &c. to the said *B.* in Hand, &c. by the said *H.* well and truly paid (by and with the Consent, Direction and Appointment of the said *C. D. E. F.* and *G.* testified by their being Parties to and Signing and Sealing these Presents) which said Sum — is the same Sum of Money which is mentioned to be the Consideration of a certain Writing or Assignment, under the Hand and Seal of the said *B.* and the said *C. D.* &c. bearing even

Now, &c.

even Date with these Presents, endorsed on an Indenture of Demise, under the Hand and Seal of the said *A.* bearing Date, *Uc.* the Receipt of which said Sum of — *l.* the said *B.* doth hereby acknowledge, and thereof, *Uc.* And in Pursuance of the Trust in him the said *B.* reposed as aforesaid, he the said *B.* hath granted, *Uc.* and by these Presents, by and with the like Consent, Direction and Appointment of the said *C. D. Uc.* testified as aforesaid, doth fully and absolutely grant, *Uc.* unto the said *H.* (now being in the actual Possession of the said Plat or Close of Meadow-Ground, and Premises aforesaid, by Force, *Uc.* made by the said *B.* for the Consideration of 5 *s.* by Indenture, *Uc.*) and to the Heirs of the said *H.* for ever, all that the aforesaid little Plat or Close of Meadow-Ground, and the said yearly Rent of 4 *d.* and all and singular other the Premises, in and by the recited Indentures of Lease and Release, mentioned and intended to be granted, bargained, sold, released and confirmed to the said *B.* his Heirs and Assigns as aforesaid, with the Appurtenances and every Part and Parcel thereof, and the Reversion, *Uc.* And also all the Estate, Right, Title, Interest, Inheritance, Use, Trust, Possession, Reversion, Claim and Demand whatsoever, in Law and Equity of him the said *B.* of, into, or out of the said Premises, and every Part thereof, by Force, Virtue or Means of the said recited Indentures of Lease and Release, or by any other Ways or Means, Right or Title whatsoever or howsoever, together with the said recited Indentures of Lease and Release, and all other Deeds, Evidences and Writings concerning the said Premises, which are in the Hands of the said *B.* or which he can come by without Suit in Law; To have and to hold the said Plat or Close of Meadow-Ground, and all other the Premises herein before, *Uc.* and the said *B.* for himself, his Heirs and Assigns, doth hereby covenant, *Uc.* (that he has done no Act to incumber) And that the said *B.* and his Heirs, and all others claiming or to claim any Estate, Right, Title

*Habend.
Covenant that
the Trustee
has not incum-
bred, And to
make further
Assurance.*

tle or Interest of, in, or to the said Premises, or any Part thereof, by, from, or under him, will at any Time within the Space of ten Years after the Date hereof, at the Request and Charge of the said H. his Heirs and Assigns, make, do, acknowledge and Execute, or cause, &c. all such further Acts, Deeds and Assurances, for the further Assuring and conveying the said Premises, with the Appurtenances, unto the said H. his Heirs and Assigns for ever, as by him or them, &c. all which said further Assurance shall be and enure, and are hereby declared to be and enure, to and for the only proper Use and Behoof of the said H. and of his Heirs and Assigns for ever: In Witness, &c.

Of Part of Premises settled before Marriage on the Husband and Wife, and other Uses by the Wife's Father and Mother, but subject to Revocation during their joint Lives, and Liberty to sell or mortgage the same, with the Consent of the Father or Mother, if then living, which is done accordingly, and absolutely sold; with a Covenant to levy a Fine from the Husband and Wife, and Trustee; with a Covenant to indemnify a Trustee on his joining in the Sale.

(19.)
B. is the
Trustee.

THIS Indenture made, &c. between A. of, &c. and B. of, &c. of the one Part, and C. of, &c. of the other Part, witnesseth, That the said A. and B. (for and in Consideration of the Sum of 5 s. a-piece, of lawful, &c. to them in Hand, &c. by the said C. truly paid, the Receipt, &c.) have bargained and sold, and by these Presents do bargain and sell unto the said C. all those three Messuages, &c. [*Habend'*, as usual] *Reddend'* unto the said A. and B. their Heirs and Assigns, the Rent, &c. to the Intent, &c.

This Indenture tripartite, made, &c. between A. &c. and D. his Wife, one of the Daughters of E. late, &c. deceased, and B. of, &c. of the first Part, F. Widow and Relict of the said E. of the second Part, and C. &c. of the third Part. Whereas by Indenture tripartite, made the ——— or, &c. between the said E. and F. his Wife, of the first Part, the said B. of the second Part and the said A. and D. his Wife, of the third Part, reciting therein, That whereas all those three Messuages, Tenements or Farms and Lands, with the Appurtenances, in the Occupation of — and — (and herein after released) were (amongst other Messuages, Lands and Hereditaments) conveyed and assured unto G. of, &c. and the said B. their Heirs, Executors and Administrators, in Trust for the said E. (which said G. is since departed this Life) and that the said E. did by several Indentures declare several Trusts concerning the same, with Power to revoke and make void the said Trusts, and that the said E. by Indenture dated the ——— last past, before the Date of the said recited Indenture tripartite, did revoke and make void all Trusts declared concerning the said Premises, and limited and appointed other Trusts concerning the same, with a like Power to revoke all or any of the said Trusts, and to declare any new or other Trusts, concerning the same Premises, and (amongst other Things) further reciting, that the Marriage between the said A. and D. his Wife, was had and solemnized, the said E. in and by the said recited Indenture tripartite, in Pursuance of certain Articles of Agreement therein also recited, did absolutely revoke and make void all and every the Trust and Trusts declared or appointed, of or concerning the said Messuages, mentioned to be in the Possessions of the said ——— and ——— (amongst other Things) in and by the therein last recited Indenture, dated the ——— last past, before the Date thereof, or by any other Deed or Writing, or last Will of the said E. at any Time before made, declared or appointed

*Recital of the
Settlement
with a Power
of Revocation.*

pointed concerning the same ; and the said *E.* did by the said recited Indenture (dated the —) declare and appoint, that the said *B.* his Heirs, Executors, Administrators and Assigns, should from henceforth stand seised of and in the said several Messuages (amongst other Things) in Trust for the said *E.* and his Assigns, during his natural Life, and from and after his Decease, in Trust for the said *A.* for the Term of his natural Life, and after his Decease in Trust for the said *D.* his Wife, and her Assigns, for the Term of her natural Life, and from and after the Decease of the said *A.* and *D.* his Wife, and the Survivor of them, then in Trust for any one or more such Child or Children of their two Bodies begotten, (or their Issue living at the Decease of the Survivor of them,) and their Heirs, and in such Shares and Proportions as the said *A.* and *D.* his Wife, by their joint Deed or for Default thereof, as the Survivor of them by his or her Deed, or last Will, attested by three or more credible Witnesses, should limit or appoint; and for Default of such Limitation or Appointment, then in Trust for such Child or Children, and their Heirs equally ; and for Default of such Child or Children, then in Trust for the said *A.* his Heirs and Assigns, in which said recited Indenture it is provided, declared and agreed by and between the said *E.* and *A.* and it is the true Meaning of all the Parties thereunto, that it shall and may be lawful to and for the said *A.* and *D.* his Wife, during their joint Lives, and not otherwise, to sell, alien, dispose or charge the Premises, or any Part thereof to whom they shall please, (after the Interests therein shall fall in Possession respectively,) and that, for that Purpose they shall have full Power and Authority by their joint Deed or Writing, sealed, signed and Executed by them, in the Presence of three or more credible Witnesses, to revoke, annul and make void the Trusts therein before appointed, for them the said *A.* and *D.* his Wife, and their Children and Issue, and for the Heirs and Assigns of the said *A.* and to

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limit

limit, raise and appoint what new Trusts concerning the same, and to and for what Person or Persons they shall think fit, so as such Sale, Alienation, Disposition or Charge of the said Premises, Revocation or new Appointment thereof, to be made by the said A. and D. his Wife, during the Lives of the said E. and F. his Wife, or during the Life of the Survivor of them, the said E. and F. should be had and made by and with the Consent and Approbation of the said E. and F. his Wife, or the Survivor of them, testified by some Writing or Writings under their Hands, or the Hand of the Survivor of them in the Presence of three or more Witnesses, and not otherwise, as by the said recited Indenture (amongst several other Things therein contained) Relation being, &c. And whereas the said E. *And that a Purchase was agreed on, &c.* is since departed this Life; And whereas the said C. hath agreed with the said A. and D. his Wife, for the buying and purchasing of the aforesaid three several Messuages or Tenements, with the Appurtenances, Now therefore to the Intent, and for making the Sale *Now, &c. Revocation.* thereof accordingly, This Indenture witnesseth, that the said A. and D. his Wife, by and with the Consent and Approbation of the said F. testified by her being a Party to, and signing and sealing these Presents, in the Presence of the three Witnesses, endorsing their Names thereon, according to the Power to them reserved and given in and by the said recited Indenture as aforesaid, do by these Presents, sealed, signed and executed by them, in the Presence of the three Witnesses endorsing their Names thereon, absolutely revoke, determine and make void all and every the Trust and Trusts declared, limited or appointed, of and concerning the aforesaid three Messuages or Tenements, with the Appurtenances, for the Children of them the said A. and D. his Wife, and their Issue as in the said recited Indenture is mentioned; *And this Indenture, &c.* And this Indenture further Witnesseth, That for and in Consideration of the Sum of ——— l. of lawful, &c. to the said A. and D. his Wife, or one of them in Hand,

&c. by the said C. well and truly paid, and in Consideration of 5 s. of like Money to the said B. in Hand, &c. by the said C. likewise paid, the Receipt of which said several Sums, the said A. and D. his Wife, and B. do hereby respectively acknowledge the said A. and D. his Wife, and by their Direction, Consent and Appointment testified by their Signing and Sealing these Presents, the said B. have bargained, sold, aliened, enfeoffed, released and confirmed, and by these Presents do, and each of them doth (by and with the Consent and Approbation of the said F. testified by her being a Party to, and signing and sealing these Presents, in the Presence of the three Witnesses thereunto, and whose Names are endorsed thereon,) fully and absolutely bargain, &c. unto the said C. (in his actual Possession, &c.) and to the Heirs and Assigns of the said C. for ever, all those three Messuages, &c. (*prout* in the Bargain and Sale) and the Reversion, &c. and also all the Estate, &c. of the said A. and D. his Wife, and B. and either or any of them respectively, or of any other Person or Persons in Trust for them, either or any of them, or for their, either or any of their Use or Uses, of, in, to or out of the said three several Messuages, &c. together with all and singular Deeds, &c. in the Hands or Custody of them or any of them respectively, or which they, &c. together with true Copies, &c. *Habend'* the said three several Messuages, &c. and the said A. for himself and the said D. his Wife, their Heirs, Executors and Administrators, doth covenant, &c. that they the said A. and D. his Wife, and B. and their Heirs, shall and will, &c. (levy a Fine): And the said A. for himself, his Heirs, Executors and Administrators doth covenant, promise, grant and agree to and with the said C. his Heirs and Assigns by these Presents in Manner following, (that is to say) that (for and notwithstanding any Act, Matter, Deed, or Thing, by him the said A. and D. his Wife, or the aforesaid E. deceased, or any other Person or Persons, now or hereafter lawfully claiming

claiming or to claim by, from, or under them or either of them) they the said *A.* and *D.* his Wife, and *B.* are, or some or one of them now are or be the true and lawful Owner or Owners, and do or doth stand lawfully and rightfully seised, &c. in Fee-simple, without any Remainder or Remainders, &c. And that (for and notwithstanding any such Act, &c.) they the said *A.* and *D.* his Wife and *B.* or some or one of them, now, &c. have or hath in him or themselves, or some of them, good Right, &c. to sell, release and confirm, &c. And further, that the said *C.* his Heirs and Assigns shall and may lawfully and peaceably, &c. (enjoy and receive the Rents without Interruption) whatsoever, of, from, or by them the said *A.* and *D.* his Wife, and *B.* or any of them, or their or any of their Heirs, Executors or Assigns, or any other Person or Persons lawfully claiming, or which shall or may claim by, from or under, or in Trust for them or any of them, or by, from or under the said *E.* deceased, or their, or any of their Heirs or Assigns, free and clear, &c. (of Incumbrances) suffered by them the said *A.* and *D.* his Wife, and *B.* or any of them, or any other Person or Persons, now or hereafter claiming or to claim by, from, or under, or in Trust for them or any of them, or by, from or under the aforesaid *E.* deceased, or by, or through their or any of their Means, Act, Estate, Right, Title, Consent, Privity or Procurement; the Rents and Services which shall hereafter become and grow due and payable to the Chief Lord or Lords of the Fee or Fees of the said Premises, in Respect of his or their Seigniority or Seigniories excepted; and also freed and discharged, and at all Times sufficiently saved harmless and indemnified by the said *A.* his Heirs, Executors, Administrators and Assigns, of and from the yearly Rent or Sum of 3 *l.* 6. *s.* being Part of the yearly Payment, Sum or Rent of — *l.* during Life of — the yearly Sum of — *l.* towards, and in Part of the Quit-Rent of — *l.* per Annum, and 2 *l.* per Annum, towards and in

Rents and Services excepted.

The Vendor to indemnify from a proportionable Part of an Annuity.

*Quit Rent
and charitable
Gifts charged
on the Pre-
misses.*

*Covenant from
the Vendor to
indemnify the
Trustee, on his
joining in the
Sale.*

in Part of several Pious and charitable Gifts or Uses, amounting in the Whole to — *l.* wherewith the said Premises, herein before mentioned to be bargained and sold, are by the said *E.* amongst other Lands, in and by the before recited Indenture, charged as a Proportion towards the said Annuity, Quit-Rent and charitable Gifts aforesaid. And lastly, that they the said *A.* and *D.* his Wife, and *B.* or any of them, or their, or any of their Heirs, Executors and Administrators, and all other Person or Persons, now having or lawfully claiming, or which shall, or may at any Time or Times hereafter have or lawfully claim any Estate, &c. by, from, or under them or any of them, or the said *E.* deceased, shall and will, from Time, &c. (make further Assurance) so as the Party or Parties respectively, to make further Assurances, be not compelled, in or about making thereof, to enter into any further or larger Warranty or Covenants than are contained in these Presents, nor to travel, &c. All which further Assurance and Assurances so to be had, &c. (to enure to the Purchaser.) And the said *A.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said *B.* his Heirs, Executors and Administrators, by these Presents, that he the said *A.* his Heirs, Executors or Administrators, shall and will from Time to Time save and keep harmless and indemnified the said *B.* his Heirs, Executors and Administrators, of and from all such Costs, Charges, Damages, and Expences, as he, or they shall or may sustain, or be put unto, by Reason, Means or Occasion of his executing these Presents, and of the Sale thereby made, other than, and except for any Act or Thing, by him the said *B.* solely done or committed, whereby or wherewith the said Premises or any Part thereof are, shall or may be charged or incumbered, and whereto the said *E.* and *A.* or either of them are not, or have not been Parties or Party, Privy or Consenting. *In Witness, &c.*

Of the Freehold Part of a Farm, and of the other Part thereof that is Copyhold, (which the Vendors Covenant to surrender to the Purchaser,) being Part of Lands limited to a Wife for Life, to her own separate Use, Remainder to whom she should appoint, and for Default thereof to her Heirs, but subject to Revocation and new Limitation by the Wife alone, which was accordingly done by separate Writing, to the Use of the Purchaser, from the Husband and Wife, and Trustee; with a Covenant to indemnify the Trustee on his joining in the Sale.

THIS Indenture made, &c. between A. &c. and (20.) B. his Wife, and C. of, &c. of the one Part, and D. of, &c. of the other Part, witnesseth, that the said A. and B. his Wife, and C. for and in Consideration of the several Sums of 5 s. of lawful, &c. to them in Hand, &c. by the said D. truly paid, the Receipt whereof, they and every of them doth hereby acknowledge, have and either of them hath bargained and sold, and by these Presents do, and either of them doth bargain and sell unto the said D. all such Part and Parcel, and so much as is Freehold of all that Messuage, Tenement or Farm, and Lands, with the Appurtenances, situate, &c. now, or lately in the Occupation of S. or his Assigns, and also the Rents, Issues, &c. *Habend'* the said Premises herein before mentioned, &c. *Reddend'* unto the said A. and B. his Wife, and C. their Heirs and Assigns, the Rent, &c. to the Intent, &c. the said D. may be in the actual Possession of the said Premises, and may be enabled, &c.

This Indenture made, &c. between the said Parties, *Recital of a Deed of Limitation.* witnesseth, That whereas by Indenture bearing Date, &c. made or, &c. between E. of, &c. and F. his Wife, and
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the said *A.* of the one Part, and *G.* Spinster, youngest Daughter of the said *E.* by the said *F.* his Wife, of the other Part, the said *E.* did declare, limit and appoint, that the said *C.* his Heirs, Executors, Administrators and Assigns, should from thenceforth stand and be seised, possessed, intitled and interested amongst other Things, of, in, and to all that Messuage, Tenement or Farm, and Lands, with the Appurtenances, in the Occupation of *S.* or his Assigns, and of all the Rents and Profits, thereof, in Trust for the said *E.* and his Assigns, during his natural Life, and to his and their own proper Use, Benefit and Behoof, and after his Decease in Trust, that he the said *C.* his Heirs, Executors, Administrators or Assigns, shall and do pay, or cause to be paid to *B.* eldest Daughter of the said *E.* and now Wife of the said *A.* into her own proper Hands, (exclusive of her said Husband) or to such Person or Persons, as she, by any Writing or Writings under her Hand and Seal alone, shall from Time to Time direct or appoint, all the Rents, Issues and Profits thereof, during her Life, and after her Decease, in Trust for such Person or Persons and their Heirs, Executors, Administrators and Assigns, as she shall by Writing under her own proper Hand and Seal direct or appoint; and for Want of such Appointment, then in Trust for the Heirs of the said *B.* for ever; And whereas the said *B.* hath agreed absolutely to sell and convey the said Premises unto the said *D.* and his Heirs for ever, and for that Purpose the said *B.* according to the Power and Appointment to her in that Behalf given, declared and made, in and by the said recited Indenture, did, by Writing under her Hand and Seal alone, bearing Date the — Day of this instant Month of — Signed and Sealed in the Presence of three several Persons, whose Names are endorsed as Witnesses on the Back of the said Writing, authorize, direct and appoint the said *C.* to pay or cause to be paid unto the said *D.* or his Assigns, all the Rents, Issues and Profits of the said Messuage, Tenement or Farm, and Lands, with the Appurtenances,

*And that a
Purchase was
agreed, &c.
and for that
Purpose a Re-
vocation was
made.*

nances, during her Life, and after her Decease, in Trust for the said *D.* his Heirs or Assigns, in Pursuance of the afore-mentioned Limitation of Trust. Now this *Now, &c.* Indenture witnesseth, That for and in Consideration of the Sum of — *l.* of lawful, *£c.* to the said *B.* for her own separate Use, well and truly paid by the said *D.* at or before, *£c.* and in Consideration of *5 s.* of like Money, to the said *A.* and *C.* in Hand also, at or before, *£c.* by the said *D.* well and truly paid, the Receipt and Receipts of which said several Sums, the said *A.* and *B.* his Wife, and *C.* do hereby respectively acknowledge, and thereof, *£c.* the said *A.* and *B.* his Wife, and the said *C.* by the Direction and Appointment of the said *B.* testified by her Signing and Sealing these Presents, and in Pursuance of the said Deed-Poll, under the Hand and Seal of the said *B.* alone, have, and either and every of them hath bargained, sold, aliened, released and confirmed, and by these Presents do, and either and every of them doth fully and absolutely bargain, *£c.* unto the said *D.* (in his actual Possession, now being by Virtue of a Bargain and Sale to him thereof made, by the said *A.* and *B.* his Wife, and *C.* for the Term of one whole Year, by Indenture, *£c.*) and his Heirs and Assigns, all such Part and Parcel, and so much as is Freehold of all that the said Messuage, Tenement or Farm, and Lands, with the Appurtenances, situate, *£c.* in the said recited Indenture mentioned then to be in the Occupation of *S.* or his Assigns, and the Reversion, *£c.* together with all the Estate, *£c.* of them the said *A.* and *B.* his Wife, and *C.* and every or any of them, of, in, and unto the said Premises, and every, or any Part or Parcel thereof, by any Ways or Means, Right or Title whatsoever or howsoever; To have and to hold all and singular the afore-*Habend,* said Premises herein before mentioned, *£c.* And the said *A.* for himself his Heirs, Executors and Admini-*Covenant to surrender the Copyhold Land,* strators, doth covenant, promise and agree to and with the said *D.* his Heirs and Assigns by these Presents, that

that they the said *A.* and *B.* his Wife, and *C.* their Heirs or Assigns, shall and will, within one Month after the Date hereof, surrender into the Hands of the Lord or Lady of the said Manor of ——— all such Part and Parcel, and so much of the aforesaid Messuage or Farm, Lands and Hereditaments in the said recited Indenture, mentioned to be then in the Possession of the said *S.* as is or are Copyhold, and held of the said Manor of ——— and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of them the said *A.* and *B.* his Wife, and *C.* and every or any of them, of, in, and to the said Copyhold Premises, and every or any Part or Parcel thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises, and of every Part and Parcel thereof, to and for the only proper Use and behoof of the said *D.* his Heirs and Assigns for ever:

Covenant that the Vendors are seised in Fee.

And the said *A.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said *D.* his Heirs and Assigns, by these Presents, as followeth, (that is to say,) That (for and notwithstanding any Act, Matter or Thing, by them the said *A.* and *B.* his Wife, and *C.* or any of them, or any others, lawfully claiming or to claim, by, from, or under them, or either or any of them, or by, from, or under the aforesaid *E.* deceased, committed done or suffered to the contrary,) the said *A.* and *B.* and *C.* or some or one of them, now, &c. are, or is the true and lawful Owner or Owners, and some or one of them do or doth stand lawfully and rightfully seised of and in the said Premises before mentioned to be bargained, sold, &c. in Fee-simple, and now have, or some or one of them hath, at the Sealing, &c. good Right, full Power, and lawful Authority to alien, release and confirm the said Premises to the said *D.* and his Heirs, according to the true Intent and Meaning of these Presents: And that it shall and may be lawful to and for the said *D.* his Heirs and Assigns, from Time

And have Power to grant.

And that the Vendee shall enjoy quietly the Lands particularly mentioned.

to Time, and at all Times for ever hereafter, peaceably and quietly to enter into, have, hold, possess and enjoy all that Messuage or Tenement, with the Garden, Backside, and Appurtenances thereunto belonging, situate, &c. and one Acre of Marsh-Land, lying and being in — heretofore in the Possession of E. and F. one or both of them, being the Freehold Part of the said Messuage or Farm, Lands and Hereditaments, in and by the said recited Indenture or Deed of Trust, mentioned to be in the Possession of the said S. and all that Messuage or Tenements, with a Barn and Orchard thereunto belonging, and two Closes or Pastures, called — abutting, &c. containing — Acres, more or less, and two Acres of Meadow-Land, lying, &c. with the Appurtenances, heretofore in the Possession of T. and now in the Possession of R. S. or his Assigns, being the Copyhold Part of the said Messuage or Farm, Lands and Hereditaments, in and by the said recited Indenture or Deed of Trust, mentioned to be in the Possession of the said S. or his Assigns, (the said several Messuages, Lands and Premises last mentioned, being the Premises intended to be conveyed, surrendered and assured, in and by these Presents, and the said Surrender so made or to be made, as aforesaid,) without any lawful Let, Suit, Trouble, Interruption or Demand whatsoever, of them the said A. and B. his Wife, and C. or either or any of them, their, or either or any of their Heirs or Assigns, or any other Person or Persons, lawfully claiming or to claim, by, from, or under them, either or any of them, or the aforesaid E. deceased, and free and clear, and clearly acquitted and discharged, of, and from all or any charitable Gifts and Payments, given or appointed to be paid by the Wills of L. M. his Son, and L. Junior, or any of them, to the Minister and Poor of the said Parish of — and of, and from all Manner of former and other Gifts, Grants, Bargains, Sales, Estates Debts, Charges, Titles, Troubles and Incumbrances whatsoever, at any Time heretofore in anywise had,

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made,

*Covenant to
make further
Assurance.*

made, committed, done or suffered by the said *A.* and *B.* his Wife, and *C.* or either or any of them, or by any other Person or Persons lawfully claiming or to claim, by, from or under them, either or any of them; or by, from, or under the aforesaid *E.* deceased, or by or through their, either or any of their Means, Act, Privity, Default or Procurement, (the Rents and Services, &c. excepted;) And lastly, that they the said *A.* and *B.* his Wife, and *C.* either or any of them, their, either or any of their Heirs, Executors and Administrators, and all others lawfully claiming or to claim any Estate, Right, Title or Interest, of, in, or to the said Premises before mentioned, or intended to be bargained, sold, released and to be surrendered as aforesaid, or any Part thereof, by, from, or under the said *A.* and *B.* his Wife, and *C.* or by, from, or under the aforesaid *E.* deceased, or any of them, shall and will at any Time or Times hereafter, during the Space of ten Years next, &c. at the Request, Costs, &c. make, do and execute, &c. all and every such further and other Act and Acts, Conveyances and Assurances in Law whatsoever, for the further and better conveying, assuring and surrendring all and singular the said Premises herein before mentioned or intended to be conveyed, and so to be surrendered as aforesaid, with their Appurtenances, unto the said *D.* and his Heirs, to the Use of the said *D.* and of his Heirs and Assigns for ever, be it by Fine or Fines, Deed or Deeds inrolled, the Inrollment of these Presents, Relation, Confirmation, or by all, or any, or so many of the said Ways, or by such other Ways and Means, as by the Counsel learned in the Law, or the said *D.* his Heirs or Assigns shall be, &c. so as the Party, &c. [*as in the preceding*] all which further Assurance, &c. (to enure to the Purchaser;) and the said *A.* &c. (covenants with *C.* to indemnify him, *as the preceding*) by Reason, Means or Occasion of his executing these Presents, and of the Sale thereby made, or any further Assurance to be had made, done or executed

*Covenant from
the Vendors to
indemnify the
Trustee.*

cuted by the said C. his Heirs or Assigns, for the better settling and assuring the said Messuages, Lands and Premises, or any Part thereof to the Use of the said D. his Heirs and Assigns, other than and except for any Act or Thing, by him the said — solely done or committed, and whereunto the said E. A. and B. his Wife, some or one of them have not been Parties, privy or consenting, whereby or wherewith the said Premises, or any Part thereof, are, shall or may be charged or incumbered. *In Witness, &c.*

The Deed of Power and Appointment, from the Wife, mentioned in the preceding, to the Trustee, to pay the Rents and Profits of the Premises, (sold by the preceding Conveyance) to the Purchaser, and to execute a Conveyance of the Freehold, and surrender the Copyhold to his Use.

TO all, &c. B. the Wife of A. of, &c. sendeth (2 i.)
 Greeting: Whereas by Indenture bearing Date, &c. This mentioned in the preceding and dated before it.
 [recite the Deed of Limitation, as in the preceding Conveyance, being the first Recital,] then, Now know ye, That I the said B. in Pursuance, and according to the Direction and Appointment of the said Limitation of Trust, do by these Presents, Signed and Sealed by me, in the Presence of three credible Witnesses, whose Names are endorsed as Witnesses on the Back of these Presents, authorise, direct and appoint the said C. his Heirs and Assigns, to pay or cause to be paid unto D. of, &c. his Heir or his Assigns, all the Rents, Issues and Profits of the said Messuage, Tenement or Farm, and Lands, with the Appurtenances, during my Life, and after my Decease in Trust for the said D. his Heirs and Assigns, in Pursuance of the afore-mentioned Limitations of Trust. And whereas Part of the above-mentioned

tioned Messuage, Tenement or Farm, and Lands are Freehold, and Part of them are Copyhold, of Inheritance held of the Q. Manor of — Now, for the better assuring, settling and conveying of the said Premises to the said D. his Heirs and Assigns, to the Use of the said D. his Heirs and Assigns, I the said B. do hereby further authorise, direct and appoint the said C. his Heirs and Assigns (according to the Power vested in me by the said Indenture of the — Day, &c. to execute such Conveyance of the Freehold Part of the said Messuage or Tenement and Premises, to the said D. his Heirs and Assigns, to the Use of the said D. his Heirs and Assigns, and to surrender into the Hands of the Lord of the Manor, such Part of the said Premises as are Copyhold, to the Use of the said D. his Heirs or Assigns, as the Counsel of the said D. his Heirs or Assigns, learned in the Law shall reasonably advise or require.

Of Lands settled on a Woman before Marriage to the Use of her self and her Heirs, and to be at her sole Disposal, and which was by her Mortgaged by Lease and Release.

[From her and her Husband, and the next Heir apparent and surviving Trustee and Mortgagees, to two Purchasers.]

(22.)
Perused by
Sir Edward
Northey.

THIS Indenture tripartite, made, &c. between A. of, &c. B. now Wife of the said A. and formerly named B. C. of, &c. Widow, D. of &c. Son and Heir apparent of the said B. C. and E. of, &c. surviving Trustee, named and appointed by and from the said B. C. of the first Part, F. of, &c. and G. of, &c. of the second Part, and H. of, &c. and J. of, &c. of the third Part, witnesseth, that for and in Consideration of
2^d the

the Sum of 5 s. a-piece of lawful, &c. to them the said A. B. A. D. E. F. and G. in Hand at, &c. by the said H. and J. the Receipt whereof they do hereby severally acknowledge, and thereof, &c. the said A. B. A. and D. and likewise the said E. F. and G. by the Direction and Appointment of the said B. A. testified by her being Party to, and executing these Presents, have, and each of them hath granted, bargained and sold, and by these Presents do, and each of them doth grant, &c. unto the said H. and J. all, &c. *Habend', Reddend'* unto the said B. A. E. F. and G. their Heirs or Assigns or some of them, the Rent, &c. to the Intent, &c.

This Indenture tripartite, made, &c. between (said Parties) Whereas by Indenture of Lease and Release, the Lease bearing Date the — and the Release the — Days, &c. made between the said B. A. (by the Name of B. C. of London, Widow,) of the first Part, the said A. (by the Name of A. of, &c.) of the second Part, and K. of, &c. (since deceased,) and the said E. (Trustees, named and appointed by and from the said B. C.) of the third Part (reciting therein amongst other Things) that there was a Mariage then intended to be had and solemnized between the said A. and B. C. she the said B. C. for the Consideration therein mentioned, did, by and with the consent and Approbation of the said A. testified by his being a Party to, and Signing and Sealing of the same Indentures, grant, bargain, sell, enfeoff, release and confirm (or so intended to do) unto the said K. and E. and their Heirs and Assigns for ever, all that Messuage, &c. [*as in the Deed itself*] and the Reversion, &c. and also all the Estate, &c. whatsoever, of the said B. C. of, in and to the said Premises, with the Appurtenances, and every or any Part or Parts thereof; To have and to hold unto the said K. and E. and to their Heirs and Assigns for ever, to the Use and Behoof of the said K. and E. and of their Heirs and Assigns for ever, upon, to and for certain Uses, Trusts, Intents and Purposes,

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and

*Vide this
Settlement
Fol. ()*

and under and subject to certain Proviso's and Limitations therein, (that is to say) upon Trust and Confidence in the said K. and E. and the Survivor of them, and the Heirs and Assigns of such Survivor, had and reposed, that they the said K. and E. and the Survivor of them, and the Heirs and Assigns of such Survivor, should after Payment of the Sum of 100 *l.* as therein is mentioned, which is since fully paid from Time to Time, during the natural Life of the said B. C. pay or cause to be paid unto her the B. C. into her own proper Hands, and to and for her own separate, proper and particular Use and Benefit, or otherwise, shall pay or cause to be paid unto such other Person or Persons, and to and for such other Use or Uses, Intents and Purposes, as the said B. C. whether she should be then Covert or Sole, and notwithstanding her Coverture, should by any Deed or Deeds in Writing, under her own Hand and Seal, testified by two or more credible Witnesses, order and direct, all the Rents and Profits of the said Premises; and upon this further Trust and Confidence, that they the said K. and E. and the Survivor of them and the Heirs and Assigns of such Survivor, should and would after the Decease of the said B. C. stand and be seised of the said Messuage, Lands, Tenements, Hereditaments and Premises, with the Appurtenances, to and for the Use and Behoof of such Person or Persons, and for such Estate and Estates, and upon and under such Trusts, Limitations and Uses, and in such Manner and Form, as the said B. C. should, whether Covert or Sole, and notwithstanding her Coverture, by any Deed or Deeds, Writing or Writings, under her own Hand and Seal, testified by three or more credible Witnesses, or by her last Will and Testament in Writing, or any Writing or Writings, purporting her last Will, by her to be Signed, Sealed and Published in the Presence of three or more credible Witnesses, and testified as aforesaid, order, direct, declare, limit or appoint; and for Want of such Directing, Order, &c. then to the Use
5 and

and Behoof of the said *B. C.* and of her Heirs and Assigns for ever; and whereas by Indentures of Lease and Release, bearing several Dates, whereof the Lease on or about the — Day of — *Anno Domini* — and in the — Year of the Reign, &c. made between the said *B. A.* and the said *E.* of the one Part, and the said *F.* and *G.* of the other Part, and the Release bearing Date the — Day of the same Month of — and made between the said *B. A.* and *E.* of the first Part, the said *D.* of the second Part, and the said *F.* and *G.* of the third Part, reciting in Part the said recited Indenture of Release, as herein before is recited; and further reciting, that the said *B. A.* had Occasion to borrow 450*l.* to accommodate and prefer the said *D.* in the World, which the said *F.* and *G.* therefore had paid and lent unto her the said *E.* at the Request, and by the Direction and Appointment of the said *B. A.* (testified by her being a Party to, and Signing and Sealing of such last recited Indenture or Release,) and she the said *B. A.* hath granted, bargained, sold, enfeoffed, released and confirmed (or so mentioned to do) unto the said *F.* and *G.* and their Heirs and Assigns for ever, all the aforesaid Messuage, Tenement or Farm, Lands, Tenements, Hereditaments, and all and singular other the Premises aforesaid, with their and every of their Appurtenances, and every Part and Parcel thereof, and the Reversion, &c. and all their Estate, Right, Title, Use, Trust, Claim and Demand, of, in and to the same, with all Deeds and Writings concerning the Premises; To have and to hold the said Premises unto, and to and for the sole Use of the said *F.* and *G.* their Heirs and Assigns for ever. And the said *B. A.* in and by the last recited Indenture, and for the Consideration therein, hath declared, limited, directed and appointed the aforesaid Messuage, Lands and Premises, to be Security unto the said *F.* and *G.* and their Heirs for such 450*l.* therein mentioned to be lent, and the Interest thereof, with and under a certain Proviso, Covenant or Agreement therein,

therein, that if the said *B. A.* her Heirs, Executors, Administrators or Assigns, should pay or cause to be paid unto the said *F.* and *G.* their Heirs, Executors, Administrators or Assigns, the Sum of 472 *l.* 10 *s.* of lawful, &c. on the Days and Times, and in Manner as therein is mentioned, that then the said *F.* and *G.* their Heirs and Assigns, would convey the Premises unto the said *E.* his Heirs and Assigns, or such other Person or Persons, and for such Estates, Uses and Purposes, and in such Manner as the said *B. A.* should, whether Covert or Sole (as in the said first recited Indenture is mentioned) direct, declare or appoint; and for Want of such Declaration or Appointment, to the Use of the said *B. A.* and of her Heirs and Assigns for ever, or to such or the like Effect: And whereas by Endorsement on the last recited Indenture, under the Hand and Seal of the said *B. A.* and *E.* reciting that the said *B. A.* for the further Preferment and Advancement of her said Son *D.* had received of the said *F.* and *G.* the further Sum of 600 *l.* over and above the 450 *l.* lent her as aforesaid, and for Security of Payment thereof according to the Condition of one Obligation, bearing Date with the same recited Endorsement, the said *B. A.* hath thereby directed, that the said Messuage, Tenement or Farm, Lands and Premises, by the said last recited Indentures granted, shall remain to the Use of the said *F.* and *G.* their Heirs and Assigns, for Security of the said 600 *l.* then lent, and Interest thereof, as well as the said 450 *l.* before lent, and the said *B. A.* and he the said *E.* by her Direction have hereby covenanted and agreed with the said *F.* and *G.* their Heirs and Assigns, that the said Premises shall stand charged and chargeable with, and for Payment of the said 600 *l.* as well as the said 450 *l.* and Interest thereof respectively, as by the said last recited Indenture and Endorsement thereon, and the said other Indentures, Relation being, &c. And whereas the said principal Sums of 450 *l.* and 600 *l.* nor either of them, nor any Part thereof, were not paid to the said *F.* and

*And that the
Money was
not paid.*

G. on the Days of Payment, respectively mentioned in the said Proviso, contained in the said last recited Indenture of Release and Endorsement thereon, nor at any Time since, save only Interest for the said 450 *l.* And Whereas the said B. A. having received and borrowed the said two several Sums as aforesaid, and having Occasion for further Money for the Advancement and Preferring of the said D. her Son in the World, hath, by and with the Approbation of the said A. come to an Agreement with the said H. and J. for their perfect and absolute Purchase of the aforesaid Premises, in Manner following: Now this Indenture witnesseth, That by Virtue and in Pursuance of such Trust and Power aforesaid, as also of such Agreement, and for and in Consideration of the Sum of 1050 *l.* of lawful, &c. to the said F. and G. in Hand, by the said H. and J. in Place or Stead, and upon the Request, and by the Direction and Appointment of the said B. A. (testified by her being a Party to, and Signing and Sealing these Presents,) well and truly paid, at or before the Signing or Sealing these Presents (being in full of all principal Money and Interest, due upon the said last in part recited Indenture or Mortgage, and Endorsement thereon,) and for and in Consideration of the further Sum of 50 *l.* of like Money, to the said B. A. and (by and with her Consent and Direction, to the said D. or one of of them in Hand, by the said H. and J. at or before the Sealing and Delivery of these Presents, likewise paid, which, together with the aforesaid Sum of 1050, makes in all the Sum of 1100 *l.* (being the full Sum of Money agreed to be paid for the above Purchase of the said Messuages, Tenement or Farm, Lands and other Premises,) and for and in Consideration also of 5 *s.* a-piece to the said E. A. and B. his Wife, and D. the same Time by the said H. and J. likewise paid, the Receipt of all which several Sums here above-mentioned to be paid to the said F. G. B. A. D. C. and A. as aforesaid, they do hereby all respectively acknowledge, and themselves on

And that a Purchase was agreed, &c.

Now, &c.

Consideration.

X y

this

this Behalf therewith fully satisfied and paid ; and furthermore thereof, and of every Part and Parcel thereof also respectively for ever acquit, release and discharge the said *H.* and *J.* and their Heirs, Executors, Administrators and Assigns, by these Presents, they the said *F.* and *G.* by and with the Consent, Direction and Appointment of the said *B. A.* (testified by her being a Party to, and Signing and Sealing of these Presents,) and the said *A. B. A.* and *D.* and by and with as well her Consent, Direction and Appointment, as also the Consent of the said *B. A.* and *D.* testified as aforesaid, the said *E.* have, and every of them hath, granted, bargained, sold, enfeoffed, released and confirmed, and by these Presents do, and each and every of them doth fully, freely and absolutely grant, &c. unto the said *H.* and *J.* (in their actual Possession now being, by Force and Virtue, &c.) and to the Heirs and Assigns of the said *H.* and *J.* for ever, all that the aforesaid Messuage, &c. (*prout* in the Bargain and Sale) and the Reversion, &c. And further also all and all Manner of Estate, Right, Title, Interest, Use, Trust, Possession, Reversion, Property, Power and Equity of Redemption, Claim and Demand whatsoever, in Law and Equity of them the said *F.* and *G. E. A. B. A.* and *D.* every or or any of them respectively, of, into, or out of the said Messuage or Tenement, Lands, Tenements, Hereditaments, and other Premises, (above hereby granted, or so mentioned or meant to be,) with the Appurtenances, and every or any Part or Parcel thereof, by any Ways or Means whatsoever or howsoever, together with all and singular Deeds, &c. which are in the respective Hands or Custody of them or any of them, or which they, or any of them respectively, can come by without Suit in Law, and full and true Copies of all such other, as concern the Premises, or any Part or Parts thereof, jointly with any Thing else, all such Copies being to be taken by and at the Charges in Law of the said *H.* and *J.* and their Heirs and Assigns, or any of them ; [*Habund'*

bend' as usual,] and the said F. and G. E. A. B. his Wife, Covenant to levy a Fine. and D. for themselves, severally and respectively, and their several and respective Heirs, Executors and Administrators, as also the said A. for the said B. his Wife, do covenant, promise and grant, to and with the said H. and J. and either of them, their Heirs and Assigns by these Presents, that they the said F. and G. E. A. B. A. and D. and their Heirs, or any one or more of them, shall and will before the End, *Uc.* (levy a Fine) of the said Messuage, *Uc.* with the Appurtenances, whether alone or together, with any Thing else, by such Name or Names, *Uc.* as by, *Uc.* which Fine, *Uc.* heretofore had, made and executed, or hereafter to be, *Uc.* or now, in or about levying, having or executing, by or between the said Parties to these Presents, or any of them, or whereunto they or any of them is, are, or shall be any Party or Parties of the said Messuage, *Uc.* or any Part or Parts thereof, whether alone or together with any Thing else, shall be and enure, and so is, were, *Uc.* to be and enure, so for as of or concerning the Premises, or any Part or Parts thereof, to and for the only proper Use, *Uc.* And Covenant from the Mortgagees and Trustee, that they have not incumbered. every and each of them the said F. G. and E. by and for himself, his Heirs, Executors and Administrators, severally and respectively, as also for and against his own respective Acts and Deeds (but none of them jointly, or one for the other, or for any Act or Deed of any other of them,) do covenant, promise and grant, to and with the said H. and J. and either of them, their, and either of their Heirs and Assigns by these Presents, that they the said F. G. and E. or any of them respectively, neither have nor hath any wife made, done, committed, *Uc.* (any Act to incumber:) And the said And that the Mortgagor, &c. are seized in Fee. A. and D. jointly and severally for themselves and either of them, their, and either of their Heirs, Executors and Administrators, do covenant, promise and grant to and with the said H. and J. and either of them, their, and either of their Heirs and Assigns by these Presents, in
Manner

*And have
Power to
grant, &c.*

*And that the
Vendee shall
quietly enjoy.*

Manner following, (that is to say) that (for and notwithstanding any Act, Matter, Deed or Thing, Acts, Matters or Things of them, or either of them, and the said B. A. or any of them, or any Person or Persons, now or hereafter lawfully claiming, or to claim, by, from, or under her, them, or any of them,) they the said B. A. E. F. and G. or some or one of them, is, or be the true and lawful Owner or Owners, and do or doth stand lawfully and rightfully seised of and in all and singular the said Messuages, &c. in Fee-simple, without any Remainder, &c. And that also (for and notwithstanding any such Act, Matter or Thing, Acts, Matters or Things aforesaid,) they the said A. B. A. F. G. E. and D. or some one or more of them, now, &c. have or hath, of and in him, her or them self or selves, good Right, &c. to grant, &c. all and every the said Messuage, &c. and every Part and Parcel thereof to the said K. and J. and their Heirs and Assigns, according to the Intent and Meaning of these Presents, by this Indenture of Release, and the said Indenture of Bargain and Sale, bearing Date the Day next before the Day of the Date hereof. And furthermore, that they the said H. and J. and their Heirs and Assigns, shall and may lawfully, quietly and peaceably from Time to Time, and at Times hereafter, have, receive, take and enjoy to his and their own proper Use and Uses, all and singular the Rents, Issues and Profits of the Premises, or of any Part or Parts thereof, free of and without any Let, &c. whatsoever, of, from, or by them the said A. B. A. F. G. E. and D. or any one or more of them, or their, or any of their Heirs, Executors, Administrators or Assigns, or of, from, or by any other Person or Persons, now or hereafter lawfully claiming or to claim, by, from or under, or in Trust for them, or any of them, or the said B. A. or their, or any of their Heirs or Assigns, and that also free and clear, &c. (of Incumbrances) suffered by them the said A. B. A. F. G. E. and D. or any one or more of them, or any other Person

Person or Persons, now or hereafter claiming or to claim, by, from, or under, or in Trust for the said B. A. and the rest of them, or any of them, or by or through her, their, or any of their Means, Act, Estate, Right, Title, Consent, Privity or Procurement. And ^{And will make further Assurance.} lastly, that they the said A. B. A. F. G. E. and D. or any of them, and their, or any of their Heirs, Executors or Administrators, and all and every other Person and Persons now having or lawfully claiming, or which shall or may, at any Time or Times hereafter, have or lawfully claim any Estate, Right, Title, Interest, Charge or Incumbrance, upon, of, in or out of the said Messuage, &c. by, from, or under them, or any of them, shall and will from Time, &c. (make further Assurance, or to do any further Act, *as usual*.) for the further, better and more perfect, absolute and satisfactory vesting, settling, assuring, conveying and confirming of all and singular the said Messuage, &c. with the Appurtenances, and every, or any Part or Parts thereof, unto, or to the Use of, or in Trust for the said H. and J. their Heirs and Assigns, or any of them, for ever, according to the true Intent and Meaning of these Presents, be it by Fine or Fines, with or without Warranty or Warranties Feoffment or Feoffments, Deed or Deeds, inrolled or not inrolled, the Inrollment of these Presents, common Recovery or Recoveries, with double or single Voucher or Vouchers, Relation and Confirmation, with Warranty or without, or by all or any, and such and so many of the aforesaid Ways or Means whatsoever, as by the said H. and I. their Heirs and Assigns, or any of them, their, &c. so as the Parties respectively to make such further Assurances, be not compelled, in or about making thereof, to give or enter into any further Warranty or Covenant, than for and against him, her or them self or selves respectively, and his, her, and their own respective Heirs, Executors, Acts and Deeds, nor to travel further than, &c. all which and other further Assurance and Assurances, so to be had, &c. (to enure to the Purchasers.) *In Witness, &c.*

Z z

of

Of the Premises in the preceding, from the said Purchasers to the said Trustee, it being his Monies, and so declared to be for him Purchased, and only made in their Names in Trust.

[The Lease for a Year as common of the same Parcels as the preceding, and made from the said H. and J. to the said E.]

(23.) Recital of the preceding Conveyance. THIS Indenture made, &c. between H. of, &c. and J. of, &c. of the one Part, and E. of, &c. of the other Part, Whereas by Indentures of Lease and Release tripartite, the Lease bearing Date the — and the Release the — of this Instant Month of — made, or, &c. between A. of, &c. B. A. now Wife of the said A. (formerly named B. C. of London, Widow,) D. of, &c. (Son and Heir apparent of the said B. C.) and the said E. (by the Name of E. of, &c. surviving Trustee, &c.) of the first Part, F. of, &c. and G. of, &c. of the second Part, and the said H. and J. of the third Part, [*reciting as in the said Indenture of Release is recited,*] in Consideration of the sum of 1100*l.* paid, or mentioned to be paid, by the said H. and J. as in the said recited Indenture of Release is expressed, and for other the Consideration therein mentioned, they the said G. and H. by and with the Consent, Direction and Appointment of the said B. A. testified by her being a Party to, and Signing and Sealing the said recited Indenture of Release, and the said A. B. A. and D. and by and with as well the Consent, Direction and Appointment of the said B. A. as also the Consent of the said A. and D. the said E. have, and every of them hath granted, bargained, sold, enfeoffed, released and confirmed unto the said H. and J. and their Heirs and Assigns for ever, all that Messuage, &c. [*as in the Release*] and the Reversion, &c. and all Manner of Estate, Right, &c. [*as in the Release*] with all Deeds and Writings concerning the same; To have and to hold the said Messuage,

fuage, &c. [*the Habend' as in the Release*] as by the
 said recited Indentures of Lease and Release, Relation,
 &c. Now this Indenture witnesseth, That the said *H.* ^{Now, &c.}
 and *J.* do hereby for themselves, their Heirs, Executors, ^{De laration of}
 Administrators and Assigns, severally acknowledge and
 declare the said Sum of 1100 *l.* the Consideration
 Money mentioned to be by them paid, in and by the
 said recited Indenture of Release, for the Purchase of
 the Premises to them conveyed as aforesaid, was the
 proper Money of and belonging to the said *E.* and that
 the said Messuage or Tenement, Farm, Lands and
 Premises, in and by the said recited Indentures of
 Lease and Release, mentioned or intended to be granted,
 sold, released and conveyed, are so granted, sold, re-
 leased and conveyed unto them the said *H.* and *J.* and
 their Names are used in the said recited Indenture in
 Trust only, and for the Use of the said *E.* his Heirs
 and Assigns, and for no other Use or Purpose: And ^{And therefore}
 therefore this Indenture further witnesseth, That they ^{this Indenture,}
 the said *H.* and *J.* in Pursuance of the Trust in ^{&c.}
 them reposed as aforesaid, and in Consideration of 5 *s.*
 a-piece of lawful, &c. to them in Hand, &c. well and
 truly paid by the said *E.* the Receipt whereof, &c. and
 thereof, &c. they the said *H.* and *J.* have, and each of
 them hath granted, bargained, sold, enfeoffed, released,
 and confirmed, and by these Presents do, and each of
 them doth grant, &c. unto the said *E.* (in his actual
 Possession, being of the said Messuage, &c. and Premises
 herein before mentioned, by Force and Virtue, &c.
 as usual) and to the Heirs and Assigns of the said *E.*
 for ever, all that the aforesaid Messuage, &c. (*prout* in
 the Bargain and Sale) and the Reversion, &c. and also
 all Manner of Estate, Right, Title, Interest, Use, Trust,
 Possession, Reversion, Property, Claim and Demand
 whatsoever, in Law and Equity of them the said *H.*
 and *J.* and either of them, of, in, to and out of the
 said Messuage or Tenement, Lands, Tenements, Here-
 ditaments and Premises, with the Appurtenances, and
 every

*Covenant that
the Vendors
have not in-
cumbered.*

every or any Part or Parcel thereof, by Virtue of the said recited Indenture of Lease and Release, and by any other Ways or Means whatsoever or howsoever, together with all and singular Deeds, &c. which are in the Hands or Custody of the said H. and J. or either of them, [Habend' as common,] And each of them the said H. and J. severally and respectively, by and for himself, his Heirs, Executors and Administrators, as also against his own respective Acts and Deeds, and not jointly, nor one for the Act or Deed of the other, doth covenant, promise and grant, to and with the said E. his Heirs and Assigns by these Presents, that they the said H. and J. or either of them respectively have, nor hath made, done, committed, &c. (any Act to incumber.) *In Witness,* &c.

Another, wherein there was a Covenant to indemnify the Trustee.

Of Land in the West-Indies, from a Father to an intended Husband, which he takes in Lieu of Part of the Marriage Portion with his Daughter: With a Bargain and Sale to be sent beyond Sea to be inrolled.

[*The Lease for a Year as common.*]

(24.)
*Recital of the
Marriage.*

*And that it
was agreed
after Solemn-
ization, &c.
the Father
should convey,
&c.*

THIS Indenture made the, &c. between A. of, &c. of the one Part, and B. of, &c. of the other Part: Whereas a Marriage is this Day had and solemnized between the said B. and C. the youngest Daughter of the said A. And whereas it was agreed between A. and B. before Solemnizing the said Marriage, that he the said A. should convey and assure unto the said B. and his Heirs for ever, the Land and the Premises herein after granted,

granted, releas'd and confirmed, which the said *B.* hath agreed to accept in Lieu, and for and in Satisfaction of the Sum of 550 *l.* of, &c. Part of the Portion of the said *C.* his Wife. Now this Indenture witnesseth, That for and in Consideration of the said Marriage, and in Pursuance of the said Agreement, and in Lieu and Satisfaction of the said Sum of 550 *l.* Part of the Portion of the said *C.* now Wife of the said *B.* as aforesaid, and in Consideration of 5 *s.* of lawful, &c. to the said *A.* in Hand, at or before Sealing, &c. by the said *B.* well and truly paid, the Receipt whereof, &c. and thereof, &c. he the said *A.* hath granted, &c. and by these Presents doth fully and absolutely grant, &c. unto the said *B.* (in his actual Possession now being, by Virtue of a Bargain and Sale, &c. and to the Heirs and Assigns of the said *B.* for ever, all that Tract, &c. (*prout* in the Bargain and Sale) and the Reversion, &c. and also all the Estate, &c. together with the aforesaid Patent, and all other Writings which concern the said Premises only, and not any other Lands which are in the Hands or Possession of the said *A.* [*Habend'* the said Tract of Land, *as usual; but after it say*] under a Proportion of the Chief or Quit-Rent reserved and payable from the Proprietors for the said Land, with other the Lands of the said Province, according to the said Patent; and the said *A.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said *B.* his Heirs and Assigns by these Presents, in Manner and Form following, (that is to say) that (for and notwithstanding any Act, Matter or Thing by him the said *A.* wittingly or willingly committed, done or suffered to the contrary,) he the said *A.* now, &c. is and standeth lawfully and rightfully seised of and in the said Tract of Land, and all and singular, &c. of good, sure, lawful and absolute Estate of Inheritance in Fee-simple, without any Remainder, &c. And that (for and notwithstanding any such Act as aforesaid) he the said *A.* now, &c. hath in himself good

Now, &c.

Being the Patent the Vendor held the Land by

A a a

Right,

Right, &c. (to grant,) And further, that the said Tract of Land, and all other the Premises, with the Appurtenances herein before mentioned or intended to be granted, released and confirmed, are and be, and so at all Times hereafter shall be, remain and continue unto the said B. his Heirs and Assigns, free and clear, and freely and clearly acquitted and discharged, of and from all and all Manner of former and other Gifts, Grants, Sales, Leases, Mortgages, Arrears of Quit-Rent, Dowers, and of and from all other Charges, Debts, Estates, Titles, Troubles and Incumbrances whatsoever, had, made, or wittingly or willingly committed, done or suffered by him the said A. or by any other Person or Persons whatsoever, lawfully claiming or to claim, by, from, or under him, or by or through his Means, Act, Right, Title, Default, Privity or Procurement, (the Proportion of the Chief or Quit-Rent, reserved and payable for the said Land, which from henceforth shall grow due and payable, only excepted and foreprized.) And lastly, That he the said A. his Heirs, Executors and Administrators, and all other Person and Persons, lawfully claiming or to claim any Estate, Right, Title or Interest of, in, to or out of the said Premises, or any Part thereof, by, from, under, or in Trust for him or them, shall and will from, &c. within the Space of, &c. at the Request, &c. make, do, acknowledge and execute, or cause, &c. all and every such further and other lawful and reasonable Acts, Deeds, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect assuring, conveying and confirming the said Tract of Land, and all and singular other the Premises herein before, &c. unto the said B. his Heirs and Assigns for ever, as by the said B. his Heirs or Assigns, or his or their Counsel, &c. so as such further Assurance, &c. *In Witnesses, &c.*

The Bargain and Sale (that was sent beyond Sea to be registered or inrolled according to the Laws or Customs of the
I
Country)

Country) was the same as the Release exactly, to the End of the Habend', only saying in the Grant the Words, (hath granted, bargained, sold, released and confirmed, &c.) instead of the usual Words in the Release, and so in the other Places where the same Words are used.

Of a Share in a Freehold Estate (in Reversion,) given by Will, and also of a Share in an Estate for a Term of Years (also in Reversion,) from a Daughter (a little before her Marriage) to Trustees, for the Benefit of her Father.

THIS Indenture made, &c. between A. of, &c. (25.) Spinster, (one of the Daughters of B. &c. and C. his Wife) of the one Part, and D. and E. of, &c. of the other Part, witnesseth, That she the said A. for and in Consideration of the Sum of 5 s. of lawful, &c. to her in Hand, &c. by the said D. and E. &c. hath granted, bargained and sold, and by, &c. doth, &c. unto the said D. and E. all those two Messuages or Tenements, and Wharf, situate, &c. now or late in the Tenure or Occupation of — and now of — and also all and all Manner of Sollars, Ways, Passages, &c. And the Reversion, &c. [Habend' and Reddend' as common,] to the Intent, &c. the said D. and E. may be in the actual Possession of the said Premises, and may be enabled to accept, &c. to and for the Use of them the said D. and E. and of their Heirs and Assigns for ever. *In Witness, &c.*

This Indenture tripartite, made, &c. between A. of &c. Spinster, (one of the Daughters of B. of, &c. and C. his Wife,) of the first Part, the said B. of the second Part, and D. E. of, &c. of the third Part: Whereas, F. late, &c. deceased by his last Will and Testament in Writing,

Writing, bearing Date, &c. (amongst other Things) did, from and after the Decease of his then Wife *L.* devise and bequeath all those his Messuages or Tenements and Wharf, situate, &c. in ——— and also his two Houses in ——— then in the Tenure or Occupation of ——— (which two Houses were granted to him by *G.* for 2000 Years, in Lieu of 10 *l. per Ann.* charged on the said Messuages or Tenements, and Wharf, in ——— of the Charity of *H.* payable to the Poor of the said Parish) unto his Son *J.* and his two Daughters *C. B.* aforesaid (the Mother,) and *K.* equally amongst them, Share and Share alike, *viz.* one third Part thereof to each of them; To hold the Premises in ——— aforesaid, unto the said *J. C. B.* (the Mother,) and *K.* and their Assigns respectively, for and during the Terms of their respective Lives; And to hold the Premises in ——— to them and their Assigns respectively, for and during so many Years of the said Term of 2000 Years, as they respectively should live, and from and after the Decease of the said *J.* and *L.* his (the Testator's Wife,) then all the Part and Share given to him as aforesaid, to his said Daughters *C. B.* (the Mother,) and *K.* equally between them, Share and Share alike, and from and after the Deceases of the said *C. B.* (the Mother,) and *K.* respectively, and the said *J.* and *L.* his (the Testator's) Wife, then all the said Premises in ——— unto and amongst such Child or Children of the Bodies of the said *C. B.* (their Mother) and *K.* respectively, as should or shall be living at the respective Times of their Deceases, equally amongst them, Share and Share alike, (that is to say) one Moiety of the same Premises, to and amongst all the Children of her the said *C. B.* (the Mother,) and the other Moiety thereof, to and amongst all the Children of the said *K.* to hold unto such Child or Children respectively, and to their Heirs and Assigns for ever; And further declaring his Mind to be concerning the said Term for

The Remainder of this Deed is wanting.

From a Man and his Wife, of the Wife's Estate, to a Man and his Wife, and to the Heirs of the Husband, with a Covenant to levy a Fine.

THIS Indenture made, &c. between A. &c. and (26.)
 B. his Wife, the surviving Daughter and Heir of C. late, &c. deceased, who was one of the Sons and Devisee, in and by the Last Will and Testament of D. late, &c. deceased, of the one Part, and E. &c. and F. his Wife, of the other Part, witnesseth, That for and in Consideration of 5 s. to the said A. and B. his Wife, in Hand, &c. by the said E. and F. his Wife well and truly paid, the Receipt, &c. and thereof do acquit, &c. the said E. and F. his Wife, their Executors, Administrators and Assigns for ever, by these Presents, they the said A. and B. his Wife have, and each of them hath bargained and sold, and by, &c. do, &c. unto the said E. and F. his Wife, all, &c. *Habend'* unto the said E. and F. his Wife, their Executors, Administrators and Assigns, &c. *Reddend'* unto the said A. and B. his Wife, and the Heirs and Assigns of the said B. the Rent, &c. to the Intent, &c. the said E. and F. his Wife may be in the actual Possession, &c. and may be enabled to accept and take a Grant, &c. to them the said E. and F. his Wife, and the longer Liver of them, and of the Heirs and Assigns of the said E. to and for the only proper Use and Behoof of them the said E. and F. his Wife, and the longer Liver of them, and of the Heirs and Assigns of the said E. for ever. *In Witness, &c.*

This Indenture, &c. between the same Parties witnesseth, that for and in Consideration of the Sum of
 — l. of, &c. to the said A. and B. his Wife in Hand, &c. by the said E. and F. his Wife well and truly paid, the Receipt whereof the said A. and B. his Wife do hereby acknowledge, and thereof, &c. do, and
 B b b either

Grant.

Habend.

Covenant to
levy a Fine.

either of them doth clearly acquit the said E. and F. his Wife, their Heirs, Executors and Assigns, and every of them for ever, by these Presents, they the said A. and B. his Wife, have, and each of them hath granted, &c. and by, &c. do, &c. fully and absolutely grant, &c. unto the said E. and F. his Wife (in their actual Possession, &c. to them thereof made by the said A. and B. his Wife, by Indenture, &c.) and to the Heirs and Assigns of the said E. for ever, all, &c. [*as in the Lease for a Year,*] which said Messuage or Tenement, and Premises, were (amongst other Things) bought and purchased of, and were conveyed to the aforesaid D. since deceased, and his Heirs, by ——— by Indenture of Lease and Release, the Lease bearing Date the ——— and the Release the ——— Days of ——— &c. and were by the said D. deceased, in and by his last Will and Testament in Writing, bearing Date the ——— given and bequeathed to his Son, the said C. and his Heirs for ever, and the Reversion, &c. And also all the Estate, &c. whatsoever, in Law and Equity of them the said A. and B. his Wife, or any others in Trust for them, or either of them, of, in, to and out, &c. *Habend*, &c. unto the said E. and F. his Wife, and the longest Liver of them, and of the Heirs and Assigns of the said E. for ever: And the said A. for himself, and the said B. his Wife, and their Heirs, doth covenant, promise and grant to and with the said E. and F. his Wife, and to and with the Heirs and Assigns of the said E. by these Presents, that he the said A. and the said B. his Wife, or their Heirs shall and will, at the Costs and Charges of the said E. and F. his Wife, or of the Heirs or Assigns of the said A. before the End of ——— Term next, &c. acknowledge and levy, &c. unto the said E. and F. his Wife, and the Heirs of the said E. one or more, Fine, &c. by such Name, &c. as by the said E. and F. his Wife, or the Heirs or Assigns of the said E. or his, her or their Counsel, &c. which said Fine, &c. to be and enure to and for the only proper Use and

Behoof of the said *E.* and *F.* his Wife, and the longer Liver of them, and of the Heirs and Assigns of the said *E.* for ever, and to or for no other Use, Intent or Purpose whatsoever: And the said *A.* for himself and the said *B.* his Wife, their Heirs, Executors and Administrators, and every of them, doth covenant, promise, grant and agree to and with the said *E.* and *F.* his Wife, and to and with the Heirs and Assigns of the said *E.* by these Presents as followeth, (that is to say) that (for and notwithstanding any Act or Thing, by them the said *A.* and *B.* his Wife, or any others lawfully claiming by, from or under them, or either of them, or the said *C.* the Father, or the said *D.* the Grandfather of the said *B.* or any of them committed, done or suffered to the contrary,) they the said *A.* and *B.* his Wife, now, &c. are and stand, or one of them is and standeth lawfully and rightfully seised, &c. in Fee-simple, to the Use of themselves, or one of them, and his or her Heirs, without any Remainders over, Condition, &c. And that (for and notwithstanding, &c.) they the said *A.* and *B.* his Wife, now, &c. have in themselves, or one of them hath in him or herself full Power, good Right, &c. (to grant) unto the said *E.* and *F.* his Wife, and the Heirs and Assigns of the said *E.* for ever, according to the true Meaning of these Presents; And further, That the said *E.* and *F.* his Wife, and the Heirs and Assigns of the said *E.* shall or lawfully may, &c. (enjoy without Interruption) of or by the said *A.* and *B.* his Wife, their Heirs or Assigns, or any of them, or any other Person or Persons whatsoever, lawfully claiming by, from, under or in Trust for them or any of them, or by, from or under the aforesaid *C.* and *D.* deceased, or any of them, and that Free, &c. (from Incumbrances) whatsoever, had, made, committed, done or suffered by them the said *A.* and *B.* his Wife, or either of them, or the aforesaid *C.* and *D.* deceased, or any of them, or by any other Person or Persons, lawfully claiming or to claim by, from, under or in Trust for them or any of

Covenant that the Vendors are seised in Fee.

And have Power to grant.

And that the Vendees shall quietly enjoy.

*And to make
further Af-
surance.*

of them, or by or through their or any of their Means, Act, Right, Title, Privy or Procurement. And lastly, That they the said *A.* and *B.* his Wife, their Heirs, Executors and Administrators, and all others lawfully claiming, &c. by, from, under or in Trust for them or either of them, or by, from or under the aforesaid *C.* and *D.* deceased, or any of them, shall and will from Time, &c. within the Space of — Years now next ensuing the Date hereof, and at the Request and Charges in the Law of the said *E.* and *F.* his Wife, or of the Heirs or Assigns of the said *E.* make, do, acknowledge, &c. [*short to the Words*] unto the said *E.* and *F.* his Wife, and to the Heirs and Assigns of the said *E.* for ever, according to the true Meaning of these Presents, be it by Fine, &c. as by the said *E.* and *F.* his Wife, or the Heirs or Assigns of the said *E.* or his or their Counsel, &c. so as such further Assurances contain no further or greater Warranty or Covenants than are herein contained, and so as the Parties required to make and execute the same, be not compelled to travel further than the Cities of *London* and *Westminster*, for the doing thereof. *In Witness, &c.*

Another from a Man and his Wife, of the Wife's Land in Expectancy to a Father and a Son, with a Declaration from the Son, that his Name was used in Trust, and that the Purchase Money was paid by the Father.

(27.) **T**HIS Indenture made, &c. between *A.* &c. and *B.* his Wife, Daughter and only Child of *C.* late, &c. deceased, who was Brother of *D.* late, &c. deceased, of the one Part, and *E.* &c. and *F.* &c. of the other Part, Witnesseth, That for and in Consideration of 5 s. of, &c. to the said *A.* and *B.* his Wife, at, &c. by the said *E.* and *F.* well and truly paid, the Receipt whereof

whereof the said *A.* and *B.* his Wife do hereby acknowledge, have bargained and sold, and by, *Uc.* do bargain, *Uc.* unto the said *E.* and *F.* all, *Uc.* together with all Ways, *Uc.* and the Reversion, *Uc. Habend'*, *Uc.* unto the said *E.* and *F.* their Heirs, Administrators and Assigns, *Uc. Reddend'* unto the said *A.* and *B.* his Wife, and the Heirs and Assigns of the said *B.* the Rent, *Uc.* to the Intent, *Uc.* the said *E.* and *F.* may be in the actual Possession, *Uc.* and may be enabled to accept and take a Grant, *Uc.* to them and their Heirs, to and for the Use of them the said *E.* and *F.* and of their Heirs and Assigns for ever. *In Witness, &c.*

This Indenture, *Uc.* between the same Parties, witnesseth, That for and in Consideration of the Sum of ——— *l.* of, *Uc.* to the said *A.* and *B.* his Wife, in Hand, *Uc.* by the said *E.* well and truly paid, and of 5 *s.* to them likewise in Hand paid by the said *F.* the Receipt whereof the said *A.* and *B.* his Wife do hereby acknowledge, and themselves to be therewith fully satisfied, and thereof, *Uc.* do clearly acquit, *Uc.* the said *E.* and *F.* their Heirs, Executors and Assigns for ever, by these Presents, the said *A.* and *B.* his Wife, have granted, *Uc.* and by, *Uc.* do grant, *Uc.* unto the said *E.* and *F.* (in the actual Possession, *Uc.*) and to the Heirs and Assigns of the said *E.* and *F.* for ever, all that, *Uc.* (*prout* in the Bargain and Sale,) and the Reversion and Reversions, Remainder and Remainders, and all and singular the Rent, Issues and Profits of the said Premises, and also all the Estate, Right, Title, Interest, Use, Trust, Possession, Reversion, Inheritance, Claim and Demand whatsoever, of the said *A.* and *B.* his Wife, in Law and Equity of, in and to, *Uc.* together with all and singular Deeds, *Uc.* which are in the Hands or Custody of the said *A.* and *B.* his Wife, or of any others in Trust for them, or which they can come by without Suit in Law; together with true Copies, *Uc.* which Premises were bought and purchased by

C c c

the

the aforesaid *D.* deceased and descended and come to the said *B.* Wife of the said *A.* as next Heir of *G.* her Cousin deceased, who was Nephew and Heir of the aforesaid *D.* deceased; *Habend'*, &c. unto the said *E.* and *F.* their Heirs and Assigns for ever, to and for the only proper Use and Behoof of the said *E.* and *F.* and of their Heirs and Assigns for ever; And the said *A.* for himself and the said *B.* his Wife, their Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said *E.* and *F.* their Heirs and Assigns, by these Presents, that he the said *A.* and *B.* his Wife, and their Heirs, shall and will before, &c. at the Costs and Charges in the Law, of the said *A.* and *B.* his Wife, in due form of Law, levy, &c. unto the said *E.* and *F.* and their Heirs; whereupon Proclamations shall be had, &c. [*the same as to two Purchasers*] and the said *A.* for himself, and the said *B.* his Wife, their Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant, to and with the said *E.* and *F.* their Heirs and Assigns by these Presents, in Manner and Form following, (that is to say,) That (for and notwithstanding any Act or Thing done or suffered by him the said *A.* and *B.* his Wife, to the contrary,) he the said *A.* and *B.* his Wife, now, &c. are and stand lawfully seised, &c. in Fee-simple, to the Use of them the said *A.* and *B.* his Wife, and the Heirs and Assigns of the said *B.* immediately expectant on the Death or Decease of *H.* now Wife of *J.* of, &c. and formerly the Wife of the said *G.* deceased, without any Remainder, &c. And that he the said *A.* and *B.* his Wife (notwithstanding any such Act, &c.) now have in themselves or one of them, good Right, &c. (to grant) unto the said *E.* and *F.* their Heirs and Assigns, in Manner and Form aforesaid: And that the said *E.* and *F.* their Heirs and Assigns, (for and notwithstanding any such Act done as aforesaid) shall or lawfully may, &c. (enjoy and receive the Rent without Interruption by *A.* and *B.* his Wife, and that free of Incumbrances done by them or

any claiming under them :) And further, that he the said *A.* and *B.* his Wife, and the Heirs of the said *B.* and all other Person or Persons, now having or claiming, &c. any Estate, Right, &c. of, in or to the said Messuage, &c. by, from or under them, either or any of them, shall and will, &c. (make further Assurance, *the same as two Purchasers*) which Assurance to enure to them, *then*, And it is hereby declared and acknowledged by the said *F.* for him, his Heirs and Assigns, that his Name is used in these Presents, in Trust only, and to and for the Use and Behoof of the said *E.* his Heirs and Assigns, and that the said ——— *i.* the Consideration Money, paid for the Purchase of the said Premises, is his proper Monies. *In Witness, &c.*

*Declaration
from the Son
that his
Name is used
only in Trust,
&c.*

Covenant.

A Covenant to be inserted at the End of an absolute Assignment of a Term.

AND the said *F. H.* for himself, his Executors (1.)
Administrators and Assigns, doth covenant,
promise and agree to and with the said *H. D.* of
P. his Executors and Administrators by these Presents,
That he the said *F. H.* his Executors, Administrators and
Assigns shall and will at all Times from henceforth, pay all
Rents, payable on the said assigned Lease, and perform
and keep all and singular the Covenants and Agreements,
which on the Lessees or Assignees Parts and Behalf are
and ought to be done and performed in Respect of the
said Premises, and save harmless, and keep indemnified
the said *H. D.* of *P.* his Executors and Administrators, of
and from the same, and all Damages and Expences which
may

may happen to him or them, or any of them, by reason of the Non-payment or Non-performance thereof, *In Witness, &c.*

A Covenant to prevent a Wife having Dower in Lands purchased by the Husband, &c.

(2.) **D**OOTH grant, bargain, sell, alien, release and confirm unto the said *H. C. W. B.* and *H. M.* in their actual Possession now being, by Virtue of a Bargain and Sale to them thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and Sealed and Delivered, before the Sealing and Delivery of these Presents, in Consideration of 10 s. of lawful Money of *Great Britain* therein mentioned, and therefore paid, and by Force of the Statute for Transferring Uses into Possession, and to the Heirs of the said *H. C.* To have and to hold the said Manors, Lands, Tenements and Hereditaments, unto the said *H. C. W. B.* and *H. M.* and the Heirs and Assigns of the said *H. C.* to the Use of the said *H. C. W. B.* and *H. M.* and the Heirs and Assigns of the said *H. C.* for ever; nevertheless as to the Estate of the said *W. B.* and *H. M.* in Trust only for the Use and Behoof of the said *H. C.* his Heirs and Assigns.

For the better, more perfect and absolute Conveying and Assuring the said Manors, &c. unto, and to the Use of the said *H. C. W. B.* and *H. M.* and the Heirs and Assigns of the said *H. C.* Nevertheless as to the Estate of the said *W. B.* and *H. M.* in Trust for the said *H. C.* his Heirs and Assigns, be it by Fine or Fines, &c. as by the said *H. C.* his Heirs and Assigns, or his or their Counsel learned in the Law, shall be reasonably advised, devised or required.

Where there are Leases and Mortgages excepted in a Covenant, that the Premises are free from Incumbrances, there in the Covenant for further Assurances after claiming or to claim, by, from or under them, either or any of them, except the said Lessees in Respect of the said Leases only, and also excepting the Persons claiming the said Terms of 1000 Years, and 500 Years herein before excepted, in Respect only thereof.

A Covenant to add a Life in a Freehold Estate.

PROVIDED always, and it is hereby covenanted (3.)
and agreed by and between the said Parties to these Presents, and hereby so declared, That whenever any one of three Lives, named in the *Habendum* of these Presents, shall happen to die, the other two Lives being then living and in good Health, that then and in such Case, he, the said (Lessor,) his Heirs and Assigns, shall and will upon Request to him or them made by the said (Lessee,) his Executors, Administrators or Assigns; add another Life in the Room and Stead of the Life so dying under the like Rents, Covenants and Agreements, as are in these Presents contained, upon Payment of the sum of, £c. of lawful Money of *Great Britain*, and defraying the Charges of making such new Lease, and also executing a Counter-Part thereof. *In Witness, &c.*

Covenant to be inserted where Household Goods are Demised.

- (4.) **A**ND lastly, it is covenanted, concluded and agreed, by and between the said Parties to these Presents, That the Goods, Utenfils, Implements of the Household and Things remaining, and being in and upon the above demised Premises, and therewith demised, are as followeth, (That is to say,) *Imprimis*, in the fore Garret, &c. *Item*, in the back Garret, &c. [*mentioning the Particulars in each Room,*] In Witness whereof, the said Parties first above named have to these present Indentures interchangeably set their Hands and Seals, the Day and Year first above written.

Covenant to be inserted in a Release or Deed of Purchase.

- (5.) **T**HIS Indenture made between G. G. of, &c. and E. his Wife of the one Part, and W. H. of, &c. of the other Part, witnesseth, [*as in others to the End of the Use.*]

Covenant to levy a Fine to bar a Wife of her Dower.

[*After the Habendum and Use — his Heirs and Assigns for ever, then say,*]

AND for the better assuring and conveying the said Pieces, or Parcel of Ground and Premises, [*or as it is, to*] and to the said W. H. and his Heirs, the said G. G. doth covenant, promise and grant, to and with the said W. H. his Heirs and Assigns, that he the said G. G.

Covenant to bar Dower or destroy a Joinder.

and E. his Wife, before the End of this present *Michaelmas* Term, shall and will at the Request, Costs and Charges of the said *W. H.* levy before his Majesty's Justices of the Court of *Common Pleas* at *Westminster*, to the said *W. H.* and his Heirs, one or more Fine or Fines, *sur Cognizance de droit, come ceo, &c.* with Proclamations according to the [Form,] Statute, in that Case made and provided, and the common Course of Fines used for Assurance of Lands of the said Pieces, or Parcels of Ground and Premises, [or as it is,] by such Descriptions as will effectually comprize and pass the same, which said Fine, so as aforesaid, or in any other Manner, or at any other Time, or *with any other Lands*, to be levied or executed, shall be and enure, and is by the said Parties to these Presents declared to be and enure, *as to the said Pieces, &c. hereby granted*, To the only Use and Behoof of the said *W. H.* his Heirs and Assigns for ever; and to and for no other Use, Intent or Purpose whatsoever, or otherwise, howsoever: And [here follow the usual Covenants.]

If the Wife have a Jointure, and the Sale is of other Lands, no need of a Fine.

Except it be by Tenant in Tail to bar his Issue.

Put in or left out as there is an Occasion.

If the Words in Italian Characters are in or out, so must the last, the one depending upon the other.

Covenant to be inserted in a Lease, where there is an Exception of Fire.

AND lastly, It is agreed by and between the said Parties to these Presents, That the said *A. B.* his Executors, Administrators or Assigns, shall not by Virtue of these Presents, or any Article, Clause and Agreement herein contained, be chargeable or charged with, or answerable for any Accidents of Fire, which shall happen, during the Continuance of this Demise; and that such Accidents of Fire are wholly excepted out of the before-mentioned Covenant, for keeping and leaving the Premises in Repair; And the said *A. B.* his Executors, Administrators and Assigns, is not, by Colour of any

(6.)

Freehold.

any Clause in these Presents contained, to answer or make good any such Accidents, or any Damage occasioned thereby; but that the same are to be born by the said T. P. his Heirs or Assigns; any Thing in these Presents contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

Parcels, Liberties and Privileges.

Liberties and Privileges of the Tenant.

To 6.

The Land-lady.

ALL that Messuage, &c. together with the Garden, now made into a Nine-pin Ground thereunto belonging, lying on the *West* Side of the said Messuage or Tenement, and some little Part on the *South*, as the same Ground is now fenced, inclosed and paled, which, together with all Ways, &c. to the said demised Messuage or Tenement belonging or appertaining, together also with free Liberty for him the said E. G. his Executors, Administrators and Assigns, during the Term of Years herein after granted on every Day in the Week, (Sundays excepted,) from the Hours of 12 at Noon to 9 in the Evening in the *Summer* Time, and from 12 at Noon to the Hour of 6 in the Evening, in the *Winter* Time, and his and their Customers, or others resorting to his House, to come into and use the Arbors, old Nine-pin Ground and Walks, commonly called *New Walks*, now in the Possession of the said H. T. and there to sit, reside and imploy themselves, for their Pleasure and Recreation, in such Manner as hath been heretofore used and accustomed, at the Times and between the Hours above limited and appointed, and not otherwise, except and always reserved out of this present Demise all and all Manner of Timber or other Trees, of what Nature or Kind soever they be, standing or growing on or upon the said demised Premises, or any Part or Parcel thereof; To have and to hold the said Messuage or Tenement, Liberties, Privileges and Premises, (except before excepted,) and every Part and Parcel thereof, herein before-mentioned and intended to

be

be hereby demised, with the Appurtenances unto the said E. G. his Executors, Administrators and Assigns, from, &c. yielding, &c. Covenant to pay, &c. Covenant to repair, &c. [*as in others,*] Repairs and Amendments accordingly: And moreover, that he the said E. G. his Executors, Administrators and Assigns, shall not nor will at any Time or Times hereafter, during the Term of Years hereby granted, make or brew, or cause to be made or brewed, any Beer, Ale or other Liquor, in, upon or about the Premises hereby demised, or any Part thereof, either for Retail in the said Messuage or Tenement, or otherwise howsoever: And that as often as he the said E. G. his Executors, Administrators or Assigns, do or shall make or brew any Beer, Ale or other Liquors, as aforesaid, and also as often as he the said E. G. his Executors, Administrators or Assigns, or any of them, do, or shall at any Time or Times hereafter, during the Term of Years hereby granted, alien, bargain, sell, assign, grant, demise, or otherwise convey or make away this present Indenture of Lease, or the Term of Years herein granted, or any Part thereof, or the Premises hereby demised, or any Part thereof, to any Person or Persons whatsoever, without the special Licence, Consent and Agreement of the said H. T. her Executors, Administrators and Assigns, first had and obtained, to be set down in Writing, under her or their Hand or Hands, on the Back of this present Indenture of Lease, that then he the said E. G. his Executors, Administrators, Assigns, or some of them, shall and will so often content and pay, or cause to be contented and paid unto the said H. T. her Executors, Administrators or Assigns, the Sum of 100 *l.* of lawful Money of *Great Britain*, (*Nomine pœnæ,*) and also that he the said E. G. his Executors, Administrators or Assigns, shall not, nor will at any Time or Times hereafter, during the Term of Years hereby granted, bring any Person or Persons, or Company whatsoever, into the Walks, Arbors, Old Nine-pin Ground, or other the Premises of her the

E e e

said

Manner. said *H. T.* or any Ways use the same, except only at the Times, and in Manner and Form as is above reserved and mentioned, he shall use the same, and not otherwise; and that the said *E. G.* his Executors, Administrators and Assigns, shall not, nor will at any Time or Times hereafter, during the said Term of Years hereby granted, lop, top, cut or prune any of the Trees, of what Sort or Kind soever, standing, growing or being on the said demised Premises, or any Part or Parcel thereof; but shall and will permit and suffer the said *H. T.* her Executors, Administrators, Servants or Assigns, to lop, top, cut or prune the same Trees or any of them, when, and as often as she or they shall be minded so to do: Covenant from *H. T.* for quiet Enjoyment, paying the Rent; Proviso to re-enter in Case of Default. *In Witness, &c.*

Covenant in Form.

In Form.

A Covenant to produce Writings for the Justification of the Title.

(7.) **T**O all to whom these Presents shall come, *C. K.* of, *&c.* sendeth Greeting: Whereas *J. D.* of, *&c.* did purchase of *G. M.* three Closes, called *F.* in *C.* in the Parish of *T.* in the said County of *B.* And by Indenture tripartite, dated the 10th Day of *June* in the Year of our Lord 1736, and made between the said *G. M.* and *A.* his Wife, and *J. P.* of the first Part, the said *J. D.* of the second Part, and *L. S.* of the third Part; the said *J. D.* did for himself, his Heirs and Assigns, Covenant with the said *L. S.* to produce and shew forth, for the Manifestation of his the said *L. S.*'s Title to certain Lands in *E. M.* in the County of *B.* a certain Indenture dated the 20th Day of *Mar.* 1682, made between *G. P.* of the one Part, and the said *G. M.* of the other Part, the said Indenture being a Grant to the said *G. M.* as

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well

well of the said Meads, called *Farrers Meads*, sold by him to the said *J. D.* as of the Lands in *E. M.* sold to the said *L. S.* And whereas the said *J. D.* is dead, and *J. D.* of *B. &c.* in the said County of *B. Gent.* Son and Heir of the said *J. D.* of *W.* hath sold the said three Closes, called *F.* to the said *C. K.* and his Heirs, and hath delivered to the said *C. K.* the said Indenture, dated the 20th of *March* 1682. Now know ye, that the said *C. K.* for himself, his Heirs and Assigns, doth covenant, promise and grant, to and with the said *J. D.* the Son, his Heirs and Assigns, that he the said *C. K.* his Heirs and Assigns, shall and will, on reasonable Request of the said *L. S.* his Heirs and Assigns, produce and shew forth the said Indenture, dated the 20th of *March* 1682, at any Trial or Trials, for the Justification of the Title of the said *L. S.* his Heirs and Assigns, and also save harmless and keep indemnified the said *J. D.* the Son, his Heirs, Executors and Administrators, of and from all Actions, Costs and Damages that shall be sustained by him or them, by his the said *C. K.* not producing the same, according to the Covenant of the said *J. D.* the Father. *In witness* whereof, the said *C. K.* hath hereunto set his Hand and Seal, this 7th Day of *July Ann. Dom.* One Thousand seven Hundred and Nineteen.

*A Covenant to be added at the End of a Mortgage
of a Lease for Lives,*

AND lastly, It is hereby declared and agreed to be (8.)
the true Intent and Meaning of these Presents, and of all the Parties to the same, that if the said *H.* shall at any Time after the Death of any of the Persons named as Lives in the said Lease, and Request to him made by the said *H. W. B. U.* and *E. G.* their Heirs or Assigns, refuse or neglect to renew and take a new Lease

Leafe for three Lives from the Perfons, who for the Time being fhall have Power to grant the fame, and to pay the Fine and other Charges and Expences incident, and ufually paid on the renewing the fame, that then and in fuch Cafe it fhall and may be lawful, to and for the faid *H. W. B. U.* and *E. G.* their Heirs and Affigns, to furrender the prefent Leafe and renew the fame, and take a new one in their own Names, or the Name or Names of any other Perfon or Perfons, and to difburfe and lay out fuch Fine, Charges and Expences, as fhall be payable and occafioned, as aforefaid; and in fuch new Leafe, the Leafehold Premiffes aforefaid fhall remain and be Security to the faid *H. W. B. U.* and *E. G.* their Heirs, Executors, Adminiftrators and Affigns, as well for the Payment of all Sum and Sums of Money, as fhall be difburfed or laid out by them or any of them, as aforefaid, together with lawful Interelt for the Sum, as for the Payment of the faid principal Sum of 500 *l.* and Interelt for the fame, after the Rate aforefaid; and fhall not be redeemed or redeemable, until all fuch Sum and Sums of Money, and the Interelt thereof fhall be fully paid and fatisfied to the faid *H. W. B. U.* and *E. G.* their Heirs, Executors, Adminiftrators or Affigns; any Thing herein contained to the contrary thereof, in any wife notwithstanding. *In Witnefs, &c.*

A Special Covenant to be inserted in a Deed of Trust.

- (9.) **A**ND in Regard the faid *T. D.* of *N. J.* Lord *B.* and *W. S.* are refident in *England*, and cannot conveniently go into *I.* to fee the Truft repofed in them duly executed: Therefore he the faid *D. K.* for himfelf, his Heirs, Executors and Adminiftrators, doth covenant
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and

A Covenant by the Purchaser to the Vendor to produce Writings for Defence of the Title to Lands not sold.

AND the said R. C. for himself, his Heirs, Executors (10.)
and Administrators, and for every of them, doth
covenant, grant and agree, to and with the said C. R. his
Heirs and Assigns, and to and with every of them by these
Presents, That if the said C. R. his Heirs or Assigns,
shall, at any Time or Times hereafter, have Need or
Occasion to plead, shew forth, or give in Evidence any
Letters Patent, Deeds, Evidences or Writings. (whereof
the said R. C. hath covenanted to deliver Copies as afore-
said, and which are not hereby bargained and sold) of
him the said R. C. touching or concerning the Premises,
or any Part or Parcel thereof, for the Maintenance and
Defence of the Title of the said C. R. of, in and to
the Premises, or any Part thereof, or for any other
just or reasonable Occasion in any wise, touching or
concerning the Premises or any Part thereof; That then
and so often the said R. C. his Heirs and Assigns, upon
Request in that Behalf to be made by the said C. R. his
Heirs and Assigns, and at the Costs and Charges of the
F f f said

faid C. R. his Heirs and Assigns, shall and will produce and shew forth, or cause to be produced and shewed forth, all and singular the faid Letters Patent, Deeds, Evidences and Writings, or so many of them as shall be thought needful by the faid C. R. his Heirs or Assigns, in any Court or Courts of Record or elsewhere, for the Maintenance and Defence of the Title of the faid C. R. of, in and to the faid bargained Premisses, or any Part or Parcel thereof, or for any other just and reasonable Cause as aforesaid, and shall and will permit and suffer the same to remain, so long as the faid C. R. his Heirs or Assigns shall use, or have Occasion for the same.

Covenant. Vide **Conveyances** 4, 6, 8, 9, 10, 11, 19, 20. **Declaration** 8. **Deed** 3, 4, &c. **Surrender** 8.

Declaration.

A Declaration of Trust, of a Bond and Indenture of Mortgage.

(1.) **T**O all, &c. [*recite a Bond,*] as in and by, &c. may appear; and also [*recite a Mortgage*] as in and by, &c. may appear: Now know ye, That the faid E. F. doth hereby acknowledge, testify and declare, that the faid Sum of, &c. so secured by the faid Bond and Indenture, was not the proper Money of him the faid E. F. but that the same was and is the proper Money of R. W. of, &c. And that his the faid E. F.'s Name in the faid Bond and Indenture, was used only in Trust for the faid R. W. his Executors and

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Administrators; And further, that he the said E. F. at the Request, Costs and Charges of the said R. W. his Executors, Administrators or Assigns, shall and will Assign the said Premises, as the said R. W. his Executors, Administrators or Assigns, shall direct or appoint. *In Witness* whereof, the said E. F. hath hereunto set his Hand and Seal, &c.

A Declaration of Trust to a Representative of a Person deceased.

TO all to whom these Presents shall come, J. D. of, (2.)
 &c. Gent. sendeth Greeting: Whereas J. W. of, &c. Gent. about the 30th Day of May which was in the Year of our Lord One Thousand, &c. did lend to C. W. afterwards Sir C. W. Bart. the Sum of 5000 l. and for securing thereof, by Indenture dated the said 30th Day of May in the Year of our Lord One Thousand, &c. the Manor of C——and divers other Lands, Tenements and Hereditaments, in the County of H. are granted and demised to the Honourable A. N. Esq; and J. H. nominal Trustees for the said J. W. for — Years, redeemable on Payment of —and Interest: And whereas the said A. N. survived the said J. H. and the said A. N. made his Last Will and Testament, and P. J. his Executor, in Trust for the Right Honourable the Earl of B. And whereas W. W. of, &c. as Representative of the said J. W. his Father, who has been long dead, became legally intitled to the said 5000 l. and Interest: And Whereas by Indenture quadripartite, dated, &c. and made between the said W. W. of the first Part, the said John Earl of B. and P. J. of the second Part, W. D. and R. S. Trustees of the real Estate of D. W. who was Devisee of the said C. W. afterwards Sir C. W. Bart. deceased, of the third Part, and
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the said J. D. of the fourth Part, for the Consideration therein mentioned, and by the Direction therein expressed, the said P. J. did assign to the said J. D. the Manor of C—— and other the Lands, Tenements and Hereditaments, demised by the said Indenture of the 30th of, &c. One Thousand, &c. To hold to the said J. D. for the Residue of the said Term of ——— Years, subject to the Redemption of the said W. D. and R. S. on Payment of 5000 l. and Interest. Now know ye, That the said J. D. doth hereby acknowledge, testify and declare, that his Name was used in the said recited Indenture quadripartite, in Trust, for securing the said Sum of 5000 l. due to the said J. W. lent in the Name of the said A. N. and J. H. as aforesaid, and now belonging to the said W. W. as Representative of his Father J. W. And further, That the Name of the said J. D. in the said recited Indenture of Assignment, shall stand and be in Trust for the said W. W. or as he shall appoint. *In Witness* whereof, the said J. D. hath hereunto set his Hand and Seal, &c.

A Clause to prevent the first Son from taking.

TO J. W. the Husband for Life, then to the Wife for Life, then to the Use and Behoof of such Child or Children of the said Husband, on the Body of the said intended Wife to be begotten, as the said J. W. shall by his Last Will and Testament in Writing, or by any other Writing under his Hand and Seal, Signed and Sealed in the Presence of two or more credible Witnesses, direct, limit or appoint for such Estate or Estates, as the said J. W. shall by such Will or Writing limit or appoint, to or for such Child or Children; and in Default of such Direction, Limitation or Appointment, and from and after the Determination of such
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Estate and Estates, as shall be so directed, limited or appointed, then to the Use and Behoof of the first Son, &c.

A Declaration of Trust, and an Assignment of the same by Indorsement.

TO all to whom these Presents shall come, the (3.)
 within named J. C. sendeth Greeting: Whereas the within mentioned Sum of, &c. Thousand Pounds was the proper Money of the within named H. W. Now know ye, That the said J. C. doth hereby acknowledge, testify and declare, that his the said J. C.'s Name was used in the within written Indenture, in Trust only for the said H. W. his Executors, Administrators and Assigns; And know ye further, that the said J. C. in Performance and Execution of the Trust in him reposed, and for and in Consideration of the Sum of 5 s. of, &c. to him the said J. C. in Hand paid by the said H. W. the Receipt whereof is hereby acknowledged, he the said J. C. hath bargained, sold, assigned and set over, and by these Presents doth bargain, sell, assign and set over unto the said H. W. his Executors, Administrators and Assigns, all and singular the within mentioned Manors, Messuages, Lands, Tenements, Hereditaments and Premises, in and by the within written Indenture to him assigned, for the Residue of the within mentioned Term of 2000 Years, and all other Terms and Estates whatsoever, to him the said H. W. granted by the said Indenture, and all the Estate, Right, Title, Interest, Term and Terms for Years, Use, Trust, Possession, Property, Claim and Demand whatsoever, both in Law and Equity of the said J. C. of, in and to the said Premises; To have and to hold the said Messuage, Land, &c. and all and singular the Premises unto the said H. W. his Executors, Administrators and Assigns, from henceforth, for and during all the

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Rest, Residue, and Remainder of the within mentioned Term of 2000 Years now to come, and for all other Terms and Estates to the said J. C. assigned by the within written Indenture, subject nevertheless to the Redemption of the within named S. E. W. D. his Heirs, Executors, Administrators or Assigns, on Payment of 7000 *l.* and Interest, and the said J. C. for himself, his Executors and Administrators, doth covenant, promise and grant to and with the said H. W. his Executors, Administrators and Assigns, by these Presents, that he the said J. C. hath not done, committed, or wittingly or willingly suffered to be done, any Act, Matter or Thing, whereby or by Means whereof, the said Premises hereby assigned to the said H. W. his Executors, Administrators and Assigns, or intended so to be, are or may be impeached or incumbered in Title, Charge, Estate or otherwise howsoever. *In Witness* whereof the said J. C. hath hereunto set his Hand and Seal, this 10th Day of, *Uc.*

A Declaration of Trust of a Lease and Release.

- (4.) **T**HIS Indenture made, *Uc.* between R. D. of, *Uc.* of the one Part, and E. O. of, *Uc.* of the other Part : Whereas by Indenture of Release tripartite, bearing even Date with these Presents, and made or mentioned to be made between M. P. of the first Part, the said E. O. of the second Part, and the said R. D. of the third Part, in Consideration of the Sum of, *Uc.* to the said M. P. by the said R. D. in Hand paid, the said E. O. by the Consent and Direction of the said M. P. together with the said M. P. did grant, *Uc.* unto the said R. D. in his actual Possession then being, by Virtue of a Bargain and Sale to him thereof made for one Year by Indenture, bearing Date the Day next before the Day of the Date of the said Indenture of Release, and
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of these Presents, and by Force and Virtue of the Statute for transferring Uses into Possession, and to his Heirs and Assigns for ever, all that Messuage, &c. To have and to hold the said Messuage or Tenement, and all and singular other the Premises thereby granted and released, with their and every of their Appurtenances, unto the said R. D. his Heirs and Assigns, to and for the only proper Use and Behoof of the said R. D. his Heirs and Assigns for ever, as in and by the said recited Indentures of Lease and Release, Relation being to them respectively, more fully and at large may appear. Now this Indenture witnesseth, That the said R. D. doth hereby confess, acknowledge and declare, that the said recited Indentures of Lease and Release was and were, and is and are made to and in the Name of the said R. D. in Trust to and for the sole Use of the said E. O. his Heirs and Assigns for ever; and that the said Sum of, &c. in the said Indenture of Release, mentioned to be the Consideration of the said Purchase, was the only proper Monies of the said E. O. and in Performance of the Trust in him reposed as aforesaid, he the said R. D. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said E. O. his Heirs, Executors, Administrators and Assigns, by these Presents, That he the said R. D. his Heirs and Assigns, shall and will from Time to Time and at all Times hereafter, upon the reasonable Request, and at the proper Costs and Charges in the Law, of the said E. O. his Heirs and Assigns, convey and assure all and singular the said Messuage or Tenement, and all and every the Premises, in and by the said recited Indenture of Release, granted and released, or mentioned or intended to be thereby granted and released, and every Part and Parcel thereof, with their and every of their Appurtenances, and all his and their Interest therein unto the said E. O. his Heirs and Assigns for ever, or unto any other Person or Persons, in such Sort, Manner and Form, as by the said E. O. his Heirs
and

and Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised, or required, so as the same Conveyance or Assurance contain no further or other Warranty than against the said R. D. his Heirs and Assigns; And further, that at the Time of making such Conveyance or Assurance as aforesaid, the said Messuage or Tenement, and all and singular other the Premises shall be free and clear, and freely and clearly discharged of and from all and all Manner of former Bargains, Sales, Gifts, Grants and Incumbrances whatsoever, then before had, made, committed or done by the said R. D. his Heirs or Assigns, or any of them, and the said E. O. for himself, his Heirs, Executors and Administrators doth covenant, promise and grant to and with the said R. D. his Heirs, Executors, Administrators and Assigns, that he the said E. O. his Heirs, Executors or Administrators, or some or one of them, shall and will from Time to Time and at all Times hereafter save, keep harmless and indemnified the said R. D. his Heirs, Executors and Administrators, and every of them, of and from all and all Manner of Costs, Charges and Damages, which shall or may at any Time hereafter happen, grow or arise, or be for or by Reason of the said Estate of said R. D. in Trust for the said E. O. as aforesaid. *In Witness, &c. whereof, &c.*

A Declaration that a Man's Name is used in Trust in an Obligation.

- (5.) **W**HEREAS in and by one Obligation, bearing even Date with these Presents, G. H. of, &c. standeth bound to J. K. of, &c. in the Sum of 500 l. of, &c. conditioned for the Payment of 250 l. with Interest for the same, on the 10th Day of May next ensuing, as thereby may appear. Now know all Men
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by these Presents, That the said *J. K.* doth hereby acknowledge and declare, that the said Sum of 250 *l.* lent upon the said Obligation, was all the proper Money of *L. M.* of, &c. and that his the said *J. K.*'s Name is used in the said Obligation only, in Trust for the Benefit of him the said *L. M.* *In Witness, &c.*

A Declaration that several Securities were for one and the same Debt.

WHEREAS *J. G.* did take up and borrow of *B. P.* of, &c. Gent. the Sum of 1050 *l.* and for securing thereof, assigned to the said *B. P.* certain Farms, Lands, Tenements and Hereditaments, in the County of *C.* for the Residue of a Term of — Years: And Whereas for the better securing the said Sum of 1050 *l.* the most noble — Duke of — became bound to the said *B. P.* in the Penal Sum of 2100 *l.* for the Payment of 1050 *l.* and Interest on the Seventh Day of *July* next ensuing the Date hereof: Now the said *B. P.* doth hereby acknowledge and declare, that the said Bond, and the said Assignment of the said Term of — Years, were both given for securing the Sum of 1050 *l.* and Interest, to the said *B. P.* and for no greater or other Sum. *In Witness* whereof, I have hereunto set my Hand and Seal, this fifth Day of *December* One Thousand seven Hundred and twenty.

A Declaration or Power on a Purchase of an Estate for the Vendor, to receive Arrears of Rent, due at the Time of the Sale.

- (7.) **T**HIS Indenture made, &c. between S. F. of, &c. N. F. of, &c. and C. B. of, &c. of the one Part, and H. N. of, &c. of the other Part: Whereas the said H. N. in Pursuance and Performance of certain Articles of Agreement, bearing Date, &c. made between the said H. N. of the one Part, and the said S. F. &c. of the other Part, hath by several Deeds and Conveyances, granted and conveyed unto the said S. F. &c. their Heirs, Executors, Administrators and Assigns, several Manors, Lordships, Rectories, Hereditaments and Premises, with their and every of their Rights, Members and Appurtenances, situated, &c. in the Tenure of, &c. to and for the several Uses, Intents and Purposes, in and by the said Deeds and Conveyances mentioned, expressed and declared, as in and by the said Deeds and Conveyances more at Large may appear. Now this Indenture witnesseth, and it is hereby declared by and between all and every the Parties to these Presents, that for and notwithstanding the said Deeds and Conveyance, or any Covenant, Clause, Article, Matter or Thing whatsoever, therein, or in either of them to the contrary, it shall and may be lawful to and for the said H. N. his Executors, Administrators and Assigns, to ask, demand, receive and take to his and their own Use and Uses, all and every the Rents, Fines, Profits and Arrearages of Rents, due and owing by and from all or any the Tenants of the said Manors, Lordships, Rectories, Advowsons, Messuages, Lands, Tenements Hereditaments and Premises, with their and every of their Appurtenances in the said Deeds and Conveyances particularly mentioned at any Time, before and until the Day of the Date of these Presents; and in Case of
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Refusal or Non-payment of the said Rents, Arrears of Rents, Fines and other Profits, by all or any of the Tenants of the said Premises, or any Part thereof, it shall and may be lawful to and for the said H. N. his Executors, Administrators and Assigns, to sue and prosecute for the same, in the Names of the said S. F. &c. or any of them, as Counsel shall advise, he the said H. N. his Executors, Administrators and Assigns, saving them the said S. F. &c. harmless from any Costs or Damages that may happen to them or any of them, by Reason of using their Names as aforesaid. *In Witness, &c.*

Note; There must be two Parts, unless all the Parties execute one Part; because of the Covenant from H. N. to indemnify.

A Declaration that a Man's Name in a Bond is used in Trust, with Power to receive the Money; and a Covenant not to Release the Obligation, unless thereunto required by the Cestui que Trust.

TO all People to whom these Presents shall come, I (8.)
A. B. of, &c. send Greeting : Whereas C. D. of, &c. stands bound unto me the said A. B. in and by one Bond or Obligation, bearing Date, &c. in the Sum of, &c. conditioned for the Payment of, &c. with Interest, at or upon the, &c. Day of, &c. next ensuing the Date of the said recited Obligation, as by the same Obligation and Condition thereof may more fully appear. Now know ye, That I the said A. B. do hereby acknowledge and declare, that the said Obligation was so taken in my Name, only upon Trust for the sole proper Use, Behoof and Benefit of E. F. of, &c. Esq; his Executors and Administrators, and that the said Sum of, &c.
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so secured by the same Obligation, was the proper Monies of him the said *E. F.* and I the said *A. B.* for the Consideration aforesaid, do by these Presents make, constitute and appoint him the said *E. F.* my true and lawful Attorney for me and in my Name, but to his own Use, to ask, demand and receive of him the said *C. D.* the Sum of, &c. with all Interest now due, or which hereafter shall or may become or grow due for the same, giving, and by these Presents granting unto my said Attorney, my full Power and Authority in the Premises, to take all lawful Ways and Means for Recovery thereof; and upon Receipt of the said Sum of, &c. with Interest, or any Part thereof, one or more Acquittances or Discharges for me, and in my Name to Seal and Deliver, as also one or more Attorney or Attornies under him, to substitute and appoint, and at his Pleasure again to revoke, and further to do and execute all and every Act or Acts which shall and may be necessary, touching or concerning the Premises, as fully and effectually to all Intents and Purposes, as I myself in Person might or could do, in or about the same, ratifying, allowing and confirming whatsoever my said Attorney shall do or cause to be done in the Premises, by Virtue of these Presents: And lastly, I the said *A. B.* do hereby for myself, my Executors and Administrators, covenant, promise and agree, to and with the said *E. F.* his Executors and Administrators, that I the said *A. B.* have not hitherto, nor shall not, nor will at any Time hereafter, do or cause to be done any Act or Thing whatsoever, to release, discharge or make void the said recited Obligation and Sum of Money thereby secured, or the Power or Authority hereby given by me the said *A. B.* unto the said *E. F.* as my Attorney, to receive the same, but shall and will avow and justify all and every such lawful Acts and Things whatsoever, which he the said *E. F.* or any other Person or Persons, by his Direction or Appointment, shall do or cause to be done in and about the Premises, or any Part thereof. *In Witness, &c.*

A Declaration of Trust of three Leases; and also a separate Provision for a Feme Covert and her Children.

THIS Indenture tripartite, &c. between M. F. of, (9.)
 &c. of the first Part, J. F. of the Parish of St. M. afore said, Spinster, of the second Part, and E. D. of, &c. and Silk-dyer, and S. his Wife, of the third Part: Whereas by Indenture of Lease, bearing Date, &c. before the Date of these Presents, and made or mentioned to be made between the most noble H. Duke of, &c. of the one Part, and the said M. F. of the other Part; the said Duke for and in Consideration of the Sum of 318 l. of, &c. and other the Considerations therein expressed, by Virtue of the Power therein recited, did demise, lease and to farm let unto the said M. F. all that Messuage or Tenement, with its Appurtenances, being in the North East End of B. Street, in the Parish of, &c. in the County of, &c. now in the Possession of, &c. and also all that other little Messuage, situate and being on the East Side of A. Street afore said, now in the Possession of M. A. except as in the said Indenture is excepted; To hold from, &c. Anno Domini ^{There was an Exception in the Lease.} One Thousand, &c. for the Term of 60 Years, from thence next ensuing, and fully to be compleat and ended, under the yearly Rent of 26 l. payable Quarterly, clear of Taxes: And whereas [recite a second and a third Lease in Manner afore said,] in each of which Indentures is contained a Covenant from the said M. F. before the 29th Day of, &c. which will be in the Year of our Lord, &c. at her own Costs and Charges, to pull down the said several Messuages or Tenements to her demised, as afore said, and at her like Costs and Charges, to erect and build substantial new Brick Messuages, and divers other Covenants on the said M. F.'s Part, to be done and performed, as by the said several Leases, Relation being thereunto had, may more fully and at large appear:

And whereas the several Sums of 318 *l.* &c. mentioned to be paid to the said Duke, and amounting together to the Sum of 814 *l.* was not all the said *M. F.*'s own Money, but one third Part of the said Sum of 814 *l.* was the proper Money of the said *E. D.* and by him advanced on the Trust, and to the Ends, Intents and Purposes herein after mentioned, one other third Part thereof was the proper Money of the said *J. F.* and the remaining third Part thereof was the proper Money of the said *M. F.* and the said three several Leases were taken in the Name of the said *M. F.* as to one third Part of the said leased Premises, for the said *J. F.* her Executors, Administrators and Assigns; and as to one other third Part, in Trust for the separate Use of the said *S. D.* during so many Years of the respective Terms of 60 Years, as she should happen to live, and after her Decease, in Trust for the Child or Children of the said *E. D.* and *S.* their Executors and Administrators, and as to the remaining third Part, for the sole Use and Benefit of the said *M. F.* her Executors, Administrators and Assigns: It being agreed that no Benefit of Survivorship shall be taken, but that the said Parties, their respective Executors, Administrators and Assigns, shall each of them have an equal third Part of the Rents and Profits of the said Premises, the same into three equal Parts to be divided, each of them paying their equal Proportion of the Ground-Rent, and of the Costs and Charges in pulling down and rebuilding the said demised Premises, and of such other Charges and Expences as the said *M. F.* her Executors, Administrators or Assigns, shall be put unto, by Reason of the Covenants in the said recited Leases contained. Now this Indenture witnesseth, That the said *M. F.* doth hereby acknowledge, testify and declare, that the Name of her the said *M. F.* as to one full third Part of the said leased Premises, and the Rents, Issues and Profits thereof, shall, during the respective Term of 60 Years, be in Trust for the said *J. F.* her Executors and Administrators,

*The Leases
were all for
60 Years.*

strators; and one other third Part thereof, in Trust for the separate Use of the said S. D. during so many Years of the said respective Terms, as she shall happen to live; and after her Decease, in Trust for her Children as aforesaid, and that the remaining third Part shall be for the sole Use and Benefit of the said M. F. her Executors and Administrators, and that she the said M. F. her Executors, Administrators and Assigns, shall and will at the respective Request, Costs and Charges of the said J. F. and E. D. and S. his Wife, their respective Executors, Administrators or Assigns, one third Part of the said Premises to the said J. F. her Executors, Administrators or Assigns, and one other third Part to such other Person or Persons as they the said E. D. and S. his Wife, shall direct or appoint on the Trusts aforesaid, for the said respective Terms of 60 Years, by the said recited Indentures of Lease granted, or so much thereof, as shall be then to come and unexpired, free from all Incumbrances by the said M. F. done, committed or suffered, except a Lease agreed by all the said Parties to be granted by the said M. F. to G. C. Gold-Smith, for 30 Years, to commence at Michaelmas, which will be in the Year of our Lord 1730, at the yearly Rent of 60 l. which Rent is to be paid to the said Parties to these Presents, in the Proportions aforesaid; and the said J. F. and E. D. and S. his Wife, for themselves, severally and not jointly, and for their several and not joint Executors and Administrators, do declare, covenant, promise and grant to and with the said M. F. her Executors, Administrators and Assigns, that they the said J. F. E. D. and S. his Wife, respectively, their respective Executors, Administrators and Assigns, shall and will well and truly pay and allow their proportionable Share of the Ground-Rent, reserved on the said three recited Leases, during the Continuance of the said respective Terms of 60 Years, thereby granted, and also their proportionable Share of the Charges, in pulling down and rebuilding the said

*The under
Tenant pulls
down and re-
builds the
two Third.*

two Messuages and Premisses, and in repairing the same during the Continuance of the said Leases, and their proportionable Share of all such Costs, Charges and Expences, as the said *M. F.* shall be put unto, by Reason of her Name being used in the said three Leases, or of any Covenant or Agreement therein contained; provided always, and it is hereby declared and agreed by and between all the said Parties to these Presents, that if at any Time during the Continuance of the said Leases, the said *S. D.* Wife of the said *E. D.* shall be minded and desirous to sell the said third Part of the said leased Premisses, then and in such Case it shall and may be lawful to and for the said *M. F.* at the Requests, Costs, and Charges of the said *S. D.* to make Sale of the said third Part of the said Premisses vested in her, in Trust as aforesaid; provided always, and upon Condition, that the Monies arising by such Sale as aforesaid, be placed out at Interest upon some good Security upon the same Trusts, as the said third Part of the said leased Premisses is herein before, in and by these Presents, declared to be. *In Witness, &c.*

A Declaration of Trust of Money, and the Security for the same.

(10.) **T**O all to whom these Presents shall come, *M. C.* of, &c. Gent. sendeth Greeting: Whereas by Indenture tripartite, of Assignment, bearing equal Date with these Presents, made or mentioned to be made between *J. B.* of, &c. Esq; of the first Part, the Honourable *M. G.* of, &c. Sister of the Right Honourable the Lord Viscount *P.* deceased, of the second Part, and the said *M. C.* of the third Part, all that the Manor or Lordship, or reputed Manor or Lordship of *M.* alias called *P.* upon — in the County of — and all and every the
Messuages,

Messuages, Farms, Lands, Tenements and Hereditaments therein particularly mentioned, in Consideration of the Sum of 6000 *l.* therein mentioned to be paid by the said *M. C.* to the said *M. G.* (by the Direction of the said *J. B.*) are assigned to the said *M. C.* for the Residue of a certain Term of 100 Years, subject nevertheless to the Payment of 45 *l.* a Year, to *C. B.* Daughter of Sir *E. B.* for and during the natural Life of the said *C.* and also subject to the Equity of Redemption of the said *J. B.* on Payment of the Sum of 6240 *l.* on the Days and in Manner therein mentioned, as in and by the said Indenture, Relation being thereunto had, may more fully and at large appear. Now know ye, That the said *M. C.* doth hereby acknowledge, testify and declare, that the said Sum of 6000 *l.* principal Money, so paid by the said *M. C.* to the said *M. G.* and secured by the said Indenture of Assignment, for the Remainder of the said Term of 100 Years, and all Interest to grow due for the same was not his the said *M. C.*'s own proper Money, but that the same was and is the proper Money of *H. W.* of, *Esq.*; and that his the said *M. C.*'s Name in the said Indenture of Assignment, is used only in Trust for the said *H. W.* his Executors, Administrators and Assigns: And further, That he the said *M. C.* at the Request, Costs, and Charges of the said *H. W.* his Executors or Administrators, shall and will assign the said Premises to the said *H. W.* his Executors or Administrators, or to such Person or Persons as he the said *H. W.* shall direct.

Deed.

A Deed of Voucher or Feoffment; with a Proviso to become void on Payment of, &c. being a Mortgage.

(1.) **T**HIS Indenture tripartite, made the four and twentieth Day of *October* in the tenth Year of the Reign of our Sovereign Lord *George*, by the Grace of God, of *Great Britain, France and Ireland* King, Defender of the Faith, &c. and in the Year of our Lord God One Thousand seven Hundred twenty and three, between *F. L.* (the Tenant in Tail) of the first Part, *R. C.* (and about twenty more,) of the second Part, and *P. R.* of, &c. Gent. of the third Part, in Consideration of the Sum of, &c. of lawful Money of *Great Britain*, to him the said *F. L.* in Hand paid by the said *R. C.* at or before the Enfealing and Delivery of these Presents, the Receipt whereof the said *F. L.* doth hereby acknowledge, he the said *F. L.* hath given, granted, bargained, sold, aliened, enfeoffed and confirmed, and by these Presents doth give, grant, bargain, sell, alien, enfeoff, release and confirm unto the said *R. C.* and the Rest, and their Heirs and Assigns, all, &c. and the Reversion and Reversions, Remainder and Remainders of all and singular the said Premises, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said *F. L.* of, in or to the same; To have and to hold all, &c. to the said *R. C.* and his Co-feoffees abovenamed, and their Heirs and Assigns, to the only Use and Behoof of him the said *R. C.* and his said Co-feoffees, their Heirs and Assigns for ever, and the said *F. L.* and his Heirs, all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments

P. R. Attorney to make Livery.

and

and Premisses, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said R. C. and his said Co-tenants abovenamed, their Heirs and Assigns, against him the said F. L. his Heirs and Assigns, shall and will warrant, and for ever defend by these Presents; Provided always, and upon this Condition, nevertheless, That if the said R. C. and his said Co-tenants abovenamed, or some or one of them, their or some of their Heirs, Executors or Administrators, do or shall not well and truly pay or cause to be paid unto the said F. L. or his Heirs, the full and just Sum of 10000 *l.* of, &c. at or upon the seventh Day of *July* next ensuing the Date of these Presents, at one whole and intire Payment, that then these Presents, and all and every Thing herein contained shall cease, determine, and be utterly void, to all Intents and Purposes whatsoever; and then also it shall and may be lawful to and for the said F. L. his Heirs and Assigns, into all and singular the Premisses, with their and every of their Rights and Members and Appurtenances, to re-enter, and the same to have again in his and their former Estate, any Thing herein before contained to the contrary thereof in any wise notwithstanding; and the said F. L. hath constituted, ordained, appointed, and in his Stead and Place put, and by these Presents doth constitute, ordain, appoint, and in his Place and Stead put his trusty and well beloved the said P. R. his Attorney for him, and in his Name, to enter into the Premisses or any Part thereof, and full and peaceable Possession and Seisin thereof to have and take for him and in his Name, and to his Use, and after such full and peaceable Possession and Seizing thereof, to give and deliver unto the said R. C. and his said Co-tenants, or any of them, in the Name and for the Use of all the Rest of them, or to the Attorney or Attornies of the said R. C. and his said Co-tenants or any of them thereunto, by them or any of them, lawfully authorized to take and receive the same; To have, hold and enjoy, according to
the

the Form, Effect, true Intent and Meaning of these Presents, ratifying and hereby respectively confirming all and whatsoever his said Attorney shall do or act in the Premises, to be as valid and effectual in the Law, as if the said *F. L.* were personally Present. *In Witness, &c.*

Indorsement.

Memorandum, That *P. R.* the Attorney within named pursuant to the Authority within written, did enter into and upon a Parcel of Land, now turned into a Nursery, in the Possession of the within named *J. S.* Parcel of the Premises within mentioned, and thereof quiet and peaceable Possession and Seisin did take, in the Name of the whole Premises within mentioned; and after such Possession and Seisin thereof so had and taken, peaceable and quiet Possession and Seisin thereof, in the Name of the whole Premises aforesaid, did give and deliver unto *J. T.* one of the Feoffees within named, in the Name and for the Use of himself, and all other his said Co-feoffees within named; To hold to him the said *J. T.* and his Co-feoffees within named, and their Heirs, according to the Tenor, true Intent and Meaning of the Deed within written.

In the Presence of us
A. B.
C. D.

P. R.
J. T.

A Deed for Pin-Money.

THIS Indenture tripartite, made, &c. between G. P. (2.)
of, &c. Esq; of the first Part, T. B. one of the Sisters
of Sir T. B. of, &c. of the second Part, and Sir J. C. of,
&c. and J. C. of, &c. of the third Part: Whereas a
Marriage is, by God's Permission, intended to be shortly
had and solemnized between the said G. P. and T. B.
and the said G. P. out of the great Love and Affection
he hath and beareth to the said T. his intended Wife,
hath agreed, over and above the Settlement and Provision
made for the said T. on his said intended Marriage, by
Settlement, bearing equal Date herewith, to settle the
annual Sum of 100 *l.* Tax-free, on the said T. for her
Pin-Money, during the joint Lives of the said G. P. and
T. B. his intended Wife. Now this Indenture wit-
nesseth, That in Performance of the said Agreement,
and in Consideration of the Sum of 10 *s.* of lawful
Money of *Great Britain*, to the said G. P. by the said
Sir J. C. and J. C. in Hand paid, at and before the En-
sealing and Delivery of these Presents, the Receipt
whereof is hereby acknowledged, he the said G. P. hath
given, granted and confirmed, and by these Presents
doth give, grant and confirm unto the said Sir J. C. and
J. C. one annual Sum, Payment or yearly Rent-Charge
of 100 *l.* to be issuing and going out of all that, &c.
in the Parish of B. in the County of S. and the several
Lands, Tenements, Meadows, Pastures, Woods, Un-
derwoods and Hereditaments thereunto belonging, con-
taining together ——— Acres, ——— Rods ——— Perches,
being of the yearly Value of 200 *l.* To have, hold,
perceive, receive and enjoy the said annual Payment or
yearly Sum of 100 *l.* to the said Sir J. C. and J. C. their
Heirs and Assigns, during the joint Lives of the said G.
P. and T. B. to be payable and paid quarterly at *Christmas*,
Lady-day, *Midsummer* and *Michaelmas*, without any De-
duction

duction or Abatement for Taxes Parliamentary, or others, or other Matter or Thing whatsoever, the first Payment to be made on such of the said Feasts as shall next happen after the Solemnization of the said intended Marriage; and if it shall happen the said annual Sum or yearly Payment of 100 *l.* to be behind or unpaid, in Part or in all by the Space of 20 Days next after any of the said Feasts or Days of Payment, whereon the same is hereby made payable; that then and so often it shall and may be lawful to and for the said Sir J. C. and J. C. their Heirs and Assigns, during the joint Lives of the said G. P. and T. B. into and upon the said Lands, Tenements and Hereditaments, charged with the Payment of the said annual Sum of One Hundred Pounds, or any Part thereof, to enter and distrain, and the Distress and Distresses then and there found, to lead, drive, carry away and impound, and in Pound to detain until the said Sum of 100 *l.* and the Arrears thereof, and all Costs and Charges, touching and concerning the Taking and Detaining such Distress and Distresses, shall be fully satisfied and paid, and the said G. P. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said Sir J. C. and J. C. and their Heirs and Assigns, by these Presents, that if the said intended Marriage shall take Effect, he the said G. P. or his Assigns, shall and will well and truly pay the said annual Sum of 100 *l.* to the said Sir J. C. and J. C. their Heirs and Assigns, on the Days whereon the same is hereby made payable, without any Deduction or Abatement whatsoever; and it is hereby declared and agreed by and between all the said Parties to these Presents, that the said annual Sum of 100 *l.* so granted to the said Sir J. C. and J. C. as aforesaid, is upon Trust, that they the said Sir J. C. and J. C. and the Survivor of them and his Heirs, shall, as he and they shall receive the same, Pay over the said annual Sum of 100 *l.* to the proper Hands of the said T. B. or to such Person or Persons, as she, notwithstanding her Coverture, shall direct

or appoint for her personal and separate Use, wherewith the said G. P. her intended Husband, shall not intermeddle, or have any Power to receive, incumber or dispose of the same or any Part thereof, and the Receipts the said T. shall give to such Person or Persons, who from Time to Time shall pay the same, to be good and effectual Discharges, both at Law and in Equity, provided always, and it is the true Intent and Meaning of these Presents, that if it shall so happen, that the said yearly Sum or Rent-Charge of 100 l. *per Ann.* be behind-hand or unpaid for the Space of two or more Years, that it shall in no ways be lawful to or for the said T. B. Sir J. C. or J. C. their Executors or Assigns, to demand or require or distrain for Arrears of any longer Time or Term than the Space of two Years, any Thing herein before contained to the Contrary thereof, in any wise notwithstanding. *In Witness* whereof, the said Parties first abovenamed, have to these present Indentures interchangeably set their Hands and Seals, the Day and Year first above written.

A Deed of Covenant that a Man and his Wife shall and will levy a Fine of the Wife's Estate, to the Use of the Husband for Life, and after his Decease, to the Use of the Wife and her Heirs.

THIS Indenture made, &c. between T. H. of, &c. W. (3.)
his Wife, of the one Part, and J. S. of, &c. and W. W. of, &c. of the other Part, witnesseth, that for settling, conveying and assuring the several Manors, Lands, Tenements and Hereditaments herein after mentioned, to the several Uses, Intents and Purposes herein after declared and expressed, and for divers other good Causes and Considerations hereunto moving, he the said T. H. for himself, and the said W. his Wife, doth covenant, promise

promise, and grant, to and with the said J. S. and W. W. their Heirs and Assigns, that he the said T. H. and W. his Wife, shall and will at the Costs and Charges of the said T. H. on this Side, or before the End of *Trinity* Term, next ensuing the Date of these Presents, before his Majesty's Justices of the Court of *Common Pleas* at *Westminster*, levy to the said J. S. and W. W. and the Heirs of one of them, one or more Fine or Fines *sur Cognizance de droit come ceo*, &c. with Proclamations according to the usual Course of Fines used in the said Court of *Common Pleas*, of all those, &c. whereof or wherein the said T. H. and W. his Wife, or any other Person or Persons, in Trust for them or either of them, is or are seised of any Estate of Freehold or Inheritance, in Possession, Reversion, Remainder or Expectancy, and all other the Manors, Messuages, Farms, Lands, Tenements, Tithes and Hereditaments of the said W. in the said County of B. and of the Reversion and Reversions, Remainder and Remainders of the said Premises, and of all the Estate, Right, Title, Interest, Use, Property, Trust, Possession, Claim and Demand, of the said T. H. and W. his Wife, of, in and to the several Manors, Lands, Tenements, Hereditaments and Premises, and of all Messuages, Buildings, Barns, Stables Rectories, Advowsons, Tithes, Lands, Tenements, Farms, Courts, &c. [*other general Words*] by such Descriptions as will effectually comprize the same, which said Fine or Fines so as aforesaid, or in any other Manner, or at other Time levied, or to be levied, shall be and enure, and are by the said Parties and every of them declared to be and enure, to the Uses, Intents and Purposes herein mentioned declared and expressed, (that is to say,) To the Use and Behoof of the said T. H. and his Assigns, for and during the Term of his natural Life, and from and after his Decease, to the Use and Behoof of the said W. H. her Heirs and Assigns for ever, together with such Powers, Privileges, Advantages and Authorities, as are herein after mentioned and reserved (that is to say,) That it

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shall

shall and may be lawful to and for the said *W. H.* at any Time or Times, during the Term of her natural Life, jointly with the said *T. H.* her Husband or with any other Husband she shall hereafter happen to marry, or without the Consent of the said *T. H.* or any other Husband, and as if she were sole and unmarried, as often as she shall see Occasion, and at her Will and Pleasure, by any Deed or Deeds, Writing or Writings, to be by her sealed and executed in the Presence of three or more credible Witnesses, or by her last Will and Testament attested as aforesaid, to limit or appoint any new or other Use or Uses, Estate or Estates, of, in or concerning the said Manors, Lands, Tenements and Hereditaments, comprized or intended to be comprized, in the said Fine or Fines, or for and concerning any Part or Parts, Parcel or Parcels thereof, to any Person or Persons whatsoever, either in Fee-simple, Fee-tail, or for Life or Lives, or for any Term or Number of Years absolute, Determinable upon the Death of any one or more Person or Persons, as by the same Deed or Deeds, Writing or Writings, or Last Will and Testament, at the like Will and Pleasure of the said *W. H.* to charge the said Premises or any Part thereof, with the Payment of any Sum or Sums of Money in Gros, or with any annual Sum or Sums, to be paid at such Days and Times, and in such Manner and Form as the said *W. H.* shall, in and by such Deed or Deeds, Writing or Writings, or Last Will and Testament, direct or limit, either with or without a Power of revoking any such Use or Uses, Estate or Estates, or any other Appointment, hereby to be reserved to be made, and of appointing any new or other Use or Uses, Estate or Estates, of and in the said Premises, or otherwise of charging the same or any Part thereof, after such Revocation made with the Payment of any Annuity, or other Sum or Sums of Money, as the said *W. H.* shall in her Discretion think fit. *In Witness* whereof, the said Parties first above named, have to these Present Indentures in-

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terchangeably set their Hands and Seals, the Day and Year above written.

A Deed of Covenant, that Lands sold are of the yearly Value mentioned in a Particular, delivered in to a Master in Chancery.

- (4.) **T**O all to whom these Presents shall come, J. B. of, &c. sendeth Greeting: Whereas the said J. B. hath for the Sum of, &c. of lawful Money of *Great Britain*, sold to the Right Honourable E. Earl of, &c. the Right Honourable T. Lord F. & al' Executors of, and Trustees named in the Last Will and Testament of J. late Duke of, &c. deceased, the Manors or Lordships, or reputed Manors or Lordships of J. and W. and divers Messuages, Farms, Tenements and Hereditaments, mentioned in a Particular thereof, delivered to the Lord's Executors, to be now let to several Tenants at several yearly Rents, amounting to the yearly Sum of, &c. Now know ye, That the said J. B. doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise and grant to and with the said E. Earl of, &c. and, &c. their Heirs and Assigns, that the said Manor, or reputed Manors, Messuages, Farms, Lands, Tenements and Hereditaments, in the said Particular described, are *bona fide* let to the Tenants therein named, at the several annual Rents therein mentioned. *In Witness* whereof, the said J. B. hath hereunto set his Hand and Seal, &c.

A Deed to Purchase.

Tenant by the Courtesy of England, being about to purchase the Inheritance of the Premisses, whereof he is Tenant, grants a Lease for 80 Years, if he so long lives, to prevent his Estate from being drowned.

THIS Indenture made, &c. between T. R. of the (5.)
 one Part, and T. J. of, &c. and E. R. of, &c. of
 the other Part, witnesseth, that the said T. R. for and
 in Consideration of the Sum of 5 s. of, &c. to him
 the said T. R. in Hand paid, by the said T. J. and E. R.
 or one of them, at and before the Ensealing and Delivery
 of these Presents, the Receipt whereof is hereby acknow-
 ledged, he the said T. R. hath granted, demised, leased,
 and to Farm letten, and by these Presents doth grant,
 demise, lease and to Farm let unto the said T. J. and
 E. R. all that, &c. which at any Time heretofore were
 the Inheritance of M. the late Wife of the said T. R.
 and wherein the said T. R. hath any Estate for his Life
 by the Courtesy of *England*, or otherwise; To have and
 to hold the said Messuages, Lands, Tenements, and all
 and singular other the Premisses hereby granted and in-
 tended so to be, with their and every of their Appur-
 tenances, unto the said T. F. and E. J. their Executors,
 Administrators and Assigns, from the Feast-Day of the
Nativity of St. *John the Baptist*, last Past, before the
 Date hereof, for and during, and unto the full End
 and Term of 80 Years, if the said T. R. shall so long
 live, upon special Trust and Confidence nevertheless,
 and to the Intent and Purpose, that these Presents,
 and the Estate hereby granted, shall attend and wait
 upon the Freehold and Inheritance of the same Premis-
 ses, the said T. R. intending shortly to purchase the In-
 heritance of the same Premisses, and to have the same
 conveyed to him and his Heirs. *In Witness, &c.*

A Deed to indemnify the Assignor of a Lease, where the Assignment is made by Indorsement.

- (6.) **T**O all to whom these Presents shall come, T. M. of, &c. sendeth : Whereas the Mayor and Commonalty, and Citizens of the City of *London*, by their Indenture of Lease under their common Seal, bearing Date the seventh Day of *July*, which was in the Year of our Lord, &c. for the Consideration therein mentioned, did demise, lease and to Farm let unto M. M. of *J.* &c. all that Parcel of Ground, with the Appurtenances, situate and being in the *Old Exchange* in the Parish of *St. A. London*, whereupon then lately stood a Messuage before the Fire, containing in Length, *North* and *South*, from out to out 40 Feet, and in Breadth 20 Feet or thereabouts ; To hold the said Parcel of Ground with the Appurtenances, unto the said M. M. her Executors, Administrators and Assigns, from the Feast-Day of *St. Michael* then last past, before the Date thereof for the Term of fourteen Years from thence next ensuing, and fully to be compleat and ended, at and under the yearly Rent of payable quarterly by even and equal Portions. And whereas the Estate, Right and Title of the said M. M. by divers mesne Assignments and Conveyances in the Law, became vested in *H. A.* of, &c. And whereas the said *H. A.* by Assignment, indorsed on the back of the above recited Indenture of Lease, bearing even Date with these Presents, in Consideration of the Sum of 20 Pounds of lawful Money of *Great Britain*, to him in Hand paid, by the said T. M. hath assigned, transferred and set over unto the said T. M. the above recited Indenture of Lease, and the Piece or Parcel of Ground thereby demised and granted, and all Erections, Structures and Buildings thereupon erected and built, and the Term of Years therein mentioned and granted, and all his Estate, Right, Title, Interest,
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Claim and Demand whatsoever, of, in or to the same ; To hold for all the Rest and Refidue now to come and unexpired, of the Term of ——— Years, by the above recited Indenture of Lease, granted under the Rents, Payments and Agreements in the said recited Indenture of Lease mentioned, as in and by the said recited Indenture of Lease, mesne Assignments and Indorsement above recited, Relation being to them respectively had, may more fully appear. Now these Presents witness, and the said T. M. for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said H. A. his Executors and Administrators by these Presents, that he the said T. M. his Executors, Administrators and Assigns shall and will, from Time to Time, and at all Times hereafter, well and truly pay, or cause to be paid, the said yearly Rent of ——— Pounds, in the above recited Indenture of Lease reserved, and perform, fulfil and keep all and every the Covenants, Grants, Articles and Agreements, mentioned and contained in the said recited Indenture of Lease on the Tenant or Lessee's Part and Behalf, from henceforth to be paid, kept, done and performed, according to the true Intent and Meaning of the same Indenture, and also well and sufficiently save, defend, keep harmless and indemnified the said H. A. his Executors, Administrators and Assigns, and his and their Lands, Tenements, Goods and Chattels, and every of them, of, from and against the said Rent, Covenants and Agreements, and every of them, and of, from and against all Actions, Suits, Costs, Charges, Damages and Demands whatsoever, for, touching or concerning the same or any of them, in any Manner of Ways whatsoever. *In Witness* whereof, he the said T. M. hath hereunto set his Hand and Seal, this tenth Day of *August*, in the Year of, &c.

A Deed to rectify a Mistake in a Fine formerly levied, and to Declare the Uses of a new Fine.

(7.) W. N. sold his Estate to Clough, but by a Mistake in the Fine he is called Cliff. Clough afterwards sells this Estate, and W. N. joins with Clough in a new Fine, and this Deed is to declare the Uses of the New, and all other, &c. to the Purchasers. THIS Indenture tripartite, made, &c. between *W. N.* of, &c. of the first Part, *J. Clough* of, &c. of the second Part, and the Right Honourable *C. Earl of O.* &c. Executors and Trustees named in the Last Will and Testament of, &c. deceased of the third Part: Whereas the said *W. N.* hath in *Trinity* Term last past, before the Date hereof, together with the said *J. Clough*, and one *J. A.* joined in the levying of a Fine to the said *C. Earl of O.* &c. and their Heirs, among other Lands, of all that Messuage, &c. All which &c. And whereas the said Fine so levied by the said *W. N.* and *J. C.* as aforesaid, was levied in Order to rectify a Mistake committed in a former Fine of the said Premises, levied by the said *W. N.* amongst others, in which said Fine the said *J. Clough* by Error is named *J. Cliff.* And whereas the said *C. Earl of O.* &c. have purchased of the said *J. Clough* the said Messuage or Tenement, Closes, Tithes, Hereditaments and Premises, for the Sum of, &c. of lawful Money of *Great Britain.* Now this Indenture witnesseth, and it is hereby declared, covenanted, concluded and agreed by and between the said Parties to these Presents, and the said *J. C.* and *W. N.* for themselves and their Heirs, do declare and agree, that the said Fine herein before mentioned to be levied by the said *W. N.* and *J. Clough*, to the said *C. Earl of O.* &c. and their Heirs as aforesaid, and all and every other Fine and Fines whatsoever, heretofore had and levied, or hereafter to be had and levied of the said Premises, by and between the said Parties to these Presents, shall be and enure, and shall be adjudged, deemed and taken to be and enure, to the only proper Use and Behoof of the said *C. Earl of O.* &c. their Heirs and Assigns for ever, and to and for no other Use, In-

tent or Purpose whatsoever, or otherwise howsoever.
In Witness, &c.

*A Deed of Trust for settling several Freehold and
 Leasehold Estates.*

THIS Indenture tripartite, made, &c. between J. (8.)
 W. of, &c. and J. his Wife, one of the two Grand-
 daughters and Co-heirs of H. W. late of, &c. deceased, of
 the first Part, W. W. Esq; eldest Son and Heir apparent of
 the said J. W. and J. his Wife, of the second Part, and
 N. W. of, &c. and P. N. of, &c. of the third Part:
 Whereas the said W. W. stands seised of the Freehold,
 and possessed of the Leasehold Messuage, Houses, Lands,
 Tenements and Hereditaments, in the Schedule hereunto
 annexed, mentioned and described, intituled the first
 Schedule, being the Estate late of the said H. W. (that
 is to say) as to the Freehold Estates therein mentioned
 and described, to the Use of the said W. W. his Heirs
 and Assigns for ever; and as to the Leasehold Estates
 therein mentioned and described, to the Use of the said
 W. W. his Executors, Administrators and Assigns, du-
 ring the Residue of the respective Terms therein to come;
 And whereas the said J. W. is seised in Fee, of the se-
 veral Freehold Manors, Messuages, Lands, Tenements,
 and Hereditaments, and also possessed of the Lease-
 hold Estates, during the Residue of the several Terms
 therein to come, in the Schedule herein annexed, men-
 tioned and described, intituled the second Schedule; And
 whereas the said J. W. is indebted to several Persons in
 the Schedule hereunto annexed mentioned, intituled the
 third Schedule, the several Sums of Money therein
 mentioned; And whereas the said W. W. out of his Love
 and filial Duty he hath and beareth to the said J. W.
 his Father, hath agreed, that all and every the Freehold
 Messuages,

Messuages, Lands, Tenements and Hereditaments, comprized in the said first Schedule, which was late the Estate of the said *H. W.* shall be conveyed to the said *N. W.* and *P. N.* and their Heirs, in Trust, to be sold towards Payment of the said Schedule Debts, in Consideration whereof, the said *J. W.* hath agreed, that all and every the Manors and Messuages, Lands, Tenements and Hereditaments, both Freehold and Leasehold in the said Schedule hereunto annexed mentioned and described, intituled the second Schedule, shall be conveyed by the said *J. W.* to the Use of the said *N. W.* and *P. N.* their Heirs, Executors, Administrators and Assigns, upon Trust, in the first Place to settle, convey and assure Lands of an equal Value of those comprized in the said first Schedule, agreed to be sold towards Payment of the said Schedule Debts as aforesaid, to the separate Use of the said *J. W.* for her Life; and after her Decease to the Use of the said *W. W.* and the Heirs Male of his Body, lawfully to be begotten; Remainder to *J. W.* youngest Son of the said *J. W.* and the Heirs Male of the Body of the said *J. W.* lawfully to be begotten; and for Want of such Issue, to the Use of such Person and Persons, and for such Estate and Estates, Uses, Intents and Purposes, as the said *J. W.* notwithstanding her Coverture, and as if she were sole and unmarried, shall direct or appoint; and for Want of such Direction or Appointment, in Trust for the said *J.* her Heirs and Assigns, with Power for the said *J. W. W.* and *J. W.* respectively to make Leases at a Rack-Rent; and for the said *W. W.* and *J. W.* respectively to limit Jointures, in such Manner as is herein after mentioned and expressed, and upon this further Trust, after such Settlement made, to sell so much and so many of the remaining Manors, Lands, Tenements and Hereditaments, in the said second Schedule comprized, as will pay the Residue of the said Schedule Debts, as shall remain unpaid or by Mortgage to secure such of said Schedule Debts, as shall be thought fit to be continued a Charge

on the said Estates, and after raising, paying or securing the said Schedule Debts, and the Trustees Charges, then upon further Trust, to convey the Residue of the said Manors, Lands, Tenements and Hereditaments, comprized in the said second Schedule that shall remain unsold, and also the Equity of Redemption of such of them as shall be thought proper to be mortgaged, for such Sum and Sums of Money, as shall be thought fit to be left a Charge upon the said Estate, to the said J. W. his Heirs and Assigns. Now this Indenture witnesseth, That for carrying the said Agreement into Execution, and for and in Consideration of the Sum of 10 s. of lawful Money of *Great Britain*, to the said W. W. in Hand paid, by the said N. W. and P. N. at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and valuable Considerations, hereunto especially moving, the said W. W. hath bargained, sold, aliened, released, ratified and confirmed, and by these Presents doth fully, clearly and absolutely bargain, sell, alien, release, ratify and confirm unto the said N. W. and P. N. in their actual Possession now being by Virtue of a Bargain and Sale, to them thereof made for one Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force and Virtue of the Statute for transferring Uses into Possession, (their Heirs and Assigns,) all those Freehold Messuages, Houses, Lands, Tenements, Hereditaments and Premises, late the Estate of the said H. W. contained, comprized and described in the Schedule hereunto annexed mentioned, intituled the first Schedule, and all Edifices, Buildings, Yards, Gardens, Ways, Wartercourses, Easements, Commodities and Appurtenances therunto belonging, or appendant thereunto or therewith, or with any Part thereof, used, leased, demised or enjoyed, or accepted, reputed or taken to be Part, Parcel or Member thereof, and the Reversion and Reversions, Remainder and Remainders,

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Rents,

Rents, Issues and Profits of the said Premises, and all the Estate, Right, Title, Interest, Use, Trust, Property, Claim and Demand of the said *W. W.* in and to the same, together with all Deeds, Writings, Muniments and Evidences, touching and concerning the said Premises, or any Part thereof, now in the Power and Custody, and which he can come at without Suit in Law or Equity; To have and to hold the said Messuages, Houses, Lands, Tenements, Hereditaments and Premises, with their and every of their Appurtenances, to the said *N. W.* and *P. N.* their Heirs and Assigns, to the Use of them the said *N. W.* and *P. N.* their Heirs and Assigns, upon Trust, to sell the same, and apply the Money arising by such Sale towards Payment of the said Schedule Debts, in such Order and Precedency as they shall think fit, pursuant to the said recited Agreement. And this Indenture further witnesseth, That for the Considerations aforesaid, the said *W. W.* hath assigned, set over and transferred, and by these Presents doth fully, clearly and absolutely assign, set over and transfer unto the said *N. W.* and *P. N.* their Executors, Administrators and Assigns, all and every the Leases and Leasehold Houses, Tenements and Hereditaments, in the said first Schedule hereunto annexed mentioned and described, and all Edifices, Buildings, Yards, Gardens, Ways, Waters, Watercourses, Gutters, Wydraughts, Lights, Easements, Commodities, Appendants and Appurtenances to the same, every or any of them belonging, or in any wise appertaining, or accepted, reputed, taken, known, demised or let as Part, Parcel, or Member of them, or any of them, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and every the said Leasehold Premises, and all the Estate, Right, Title, Interest, Term and Terms of Years, Property, Claim and Demand of the said *W. W.* in and to the same; To have and to hold the said Leases and Leasehold Premises unto the said *N. W.* and *P. N.* their Executors, Administrators and Assigns, from henceforth,

forth, for and during all the Rest, Residue and Remainder of the said several Terms of Years, in and by the said respective Leases granted, yet to come and unexpired, in Trust to sell the same by one or more Sale or Sales, and apply the Money arising by such Sales, towards Payment of the said Schedule Debts, in Manner and Form aforesaid, according to the said recited Agreement, subject to the Rents and Covenants in the said respective Leases reserved and contained, on the Tenants or Lessees Parts to be paid, done and performed. And this Indenture further witnesseth, that in Performance of such Part of the said recited Agreement, as by the said J. W. is to be performed, and for settling an Equivalent to the Freehold and Leasehold Messuages, Houses, Lands, Tenements and Hereditaments, by the said W. W. conveyed and assigned to the said N. W. and P. N. to be sold towards Payment of the said Schedule Debts, as aforesaid, and for conveying Lands, for Payments or securing the Residue of the said Schedule Debts as aforesaid; and for and in Consideration of the Sum of 10 s. of lawful Money, to him the said J. W. in Hand paid by the said N. W. and P. N. at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged; and for divers other good Causes and Considerations, him hereunto especially moving, he the said J. W. hath granted, bargained, sold, aliened, released, ratified and confirmed, and by these Presents doth fully, clearly and absolutely grant, bargain, sell, release, ratify and confirm unto the said N. W. and P. N. in their actual Possession, &c. [*Common Form*] their Heirs and Assigns, all those the Freehold Manors or Lordships, or reputed Manors or Lordships, capital Messuages, Messuages, Lands, Tenements and Hereditaments, in the said Schedule hereunto annexed, intituled the second Schedule, contained, mentioned and described, with their and every of their Rights, Royalties, Members and Appurtenances, and all Messuages, Cottages, Granges, Mills, Tofts, Curtilages, Dovehouses, Buildings,

ings, Barns, Stables, Gardens, Orchards, Woods, Woodlands, Copices, and the Ground and Soil of the said Woodlands and Copices, Lands, Meadows, Pastures, Feedings, Parks, Commons, Rents, Reversions, Services, and all and all Manner of Tithes, of what Kind or Nature soever they be, and all Fee-Farm Rents, Quit-rents, Rents of Assize and other Rents, and all Markets, Fair-tolls and Profits to the said Markets and Fairs incident ; and all Waters, Fishings, Furz, Heaths, Moors, Marshes, Ways, Waters and void Grounds, Escheats, Reliefs, Heriots, Deodands, Courts, and Profits of Courts, Courts-Leet and Views of Frankpledge, and all that to the same Courts and Views of Frankpledge doth appertain, Goods and Chattels waived and strayed, Goods and Chattels of Felons, Fugitives and outlawed Persons, and Felons of themselves, Fines, Amerciements, Forfeitures, Liberties, Franchises, Privileges, Jurisdictions, Profits, Commodities, Emoluments and Hereditaments, to the said Manors or Lordships, or reputed Manors or Lordships, or any of them belonging, or in any wise appertaining or accepted, reputed or taken, as Part, Parcel or Member thereof, either or any of them, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Manors and Premises; and all the Estate, Right, Title, Interest, Use, Trust, Possession, Property, Claim and Demand of the said J. W. in and to the same, and all Deeds, Evidences, Muniments and Writings, touching and concerning the said Premises, which he the said J. W. hath in his Power or Custody, or can come at without Suit in Law or Equity; To have and to hold the said Manors or Lordships, or reputed Manors or Lordships, capital Messuages, Messuages, Lands, Tenements, Hereditaments and Premises, with their and every of their Rights, Royalties, Members and Appurtenances, unto the said N. W. and P. N. their Heirs and Assigns, to the Use of them the said N. W. and P. N. their Heirs and Assigns, upon Trust, in the first
Place,

Place, to settle and convey the several Manors, Lands, Tenements and Hereditaments, in the fourth Schedule hereunto annexed mentioned and computed to be of the yearly Value of 1004 *l.* or thereabouts, being Part of the said Manors, Lands, Tenements and Hereditaments, in the said second Schedule contained, and which are computed to be of equal Value with the said Messuages, Houses and Hereditaments, late the Estate of the said *H. W.* hereby conveyed and Assigned by the said *W. W.* to the said *N. W.* and *P. N.* to be sold, towards Payment of the Schedule Debts as aforesaid, to the Use of Trustees for the said *J. W.* for her separate Use for her Life, and after her Decease, to the Use of the said *W. W.* and the Heirs Male of his Body lawfully to be begotten; and for Want of such Issue, to the Use of the said *G. W.* and the Heirs Male of his Body lawfully to be begotten; and for Want of such Issue, to the Use of such Person and Persons, and for such Estate and Estates, Uses, Trusts, Intents and Purposes, as the said *J. W.* notwithstanding her Coverture, and as if she were sole and unmarried, shall direct or appoint; and for Want of such Direction or Appointment, to the Use of the said *J. W.* her Heirs and Assigns for ever, with Power to the said *J. W. W. W.* and *G. W.* when in Possession, to make Leases at a Rack-rent for 21 Years; and also with Power to the said *W. W.* and *G. W.* when in Possession, if they shall marry with the Consent of the said *J. W.* and *J.* his Wife, or of the Survivor of them, to limit Jointures to such Women as they shall respectively marry, for the Life of such Women; and upon further Trust, by an absolute Sale or Mortgage of such Part of the Residue of the said Manors and Premises contained in the said second Shedule, to pay or secure the Residue of the said Schedule Debts, and to convey what shall remain unfold, and the Equity of Redemption of what shall be mortgaged, to the said *J. W.* his Heirs and Assigns, pursuant to the said recited Agreement. And this Indenture further witnesseth, That the said *J. W.* for the

Confideration aforefaid, hath granted, bargained, fold, affigned, fet over and transferred, and by thefe Presents doth fully, clearly and abfolutely grant, bargain, fell, affign and fet over and transfer unto the faid N. W. and P. N. their Executors, Adminiftrators and Affigns, all and every the Houfes and Leasehold Eftates of him the faid J. W. in the faid fecond Schedule hereunto annexed and mentioned, with their Rights, Members, Appendants and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the faid Premiffes, and all the Eftate, Right, Title, Interest, Term and Terms for Years, Property, Claim and Demand of the faid J. W. of, in and to the fame; To have and to hold the faid Leases and Leasehold Premiffes unto the faid N. W. and P. N. their Executors, Adminiftrators and Affigns, from henceforth, for and during all the Refidue and Remainder of the faid refpective Terms thereof refpectively granted, and now to come and unexpired, fubject to the Rents and Covenants in the faid refpective Leases contained, on the refpective Tenants Parts to be paid, done and performed, upon Truft abfolutely to fell the fame, either together or in Parcels, and to pay and apply the Monies arifing by fuch Sale or Sales, towards the Payment of the faid Schedule Debts, in Manner aforefaid, purfuant to the faid recited Agreement; And it is declared and agreed, by and between the faid Parties to thefe Presents, that the Perfons who fhall Purchase any Part of the faid Truft Eftate, on Payment of his, her or their Purchase Money to the faid Truftees, or one of them, fhall be fully and abfolutely difcharged from the Payment thereof, and fhall not be anfwerable for any Mifapplication or Non-application thereof, or any Part thereof; and if the faid Purchafors or any of them fhall be fued or molefted upon account of fuch Mifapplication and Nonapplication, then and in fuch Cafe the faid J. W. for himfelf his Heirs, Executors and Adminiftrators, doth covenant and agree to indemnify
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such Purchaſor and Purchaſors, of and from Coſts, Damages, Expences and Demands, that ſhall be occaſioned thereby, and the ſaid J. W. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid N. W. and P. N. their Heirs and Aſſigns, that he the ſaid T. W. and J. his Wife, ſhall and will from Time to Time, during the Continuance of the ſaid Truſt, on the Requeſt of the ſaid N. W. and P. N. their Heirs and Aſſigns, but at his the ſaid J. W.'s own Coſts and Charges, produce, ſhew forth and deliver unto the ſaid N. W. and P. N. all and every the Deeds and Writings, touching the ſaid Truſt Eſtates, thereby to enable them to make a Title to the ſame, and alſo join in the Conveyances to be made to the reſpective Purchaſors, and in all Fines, Recoveries, and other reaſonable Securities, as ſhall be required by ſuch Purchaſor or Purchaſors, and enter into all reaſonable Covenants uſual in Purchaſes: Provided always, and it is declared and agreed by and between the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them and every of them is, and ſo is hereby declared to be, that the ſaid Truſtees ſhall not be anſwerable for the Acts and Defaults of the other of them, but for his own Defaults only, and for wilful Defaults only, and for ſuch Sum and Sums of Money only, as they ſhall reſpectively actually receive, and not for any Sum of Money for which they ſhall ſign a Receipt, for Conformity only, nor for any Loſs that ſhall happen by any *Goldſmith* or other Perſon, with whom the ſaid Truſt Money or any Part thereof ſhall be lodged for ſafe Cuſtody, nor for any Agent, Receiver, Bailiff, Steward or other Perſon, who ſhall be appointed by them to receive the Rents and Profits, Intereſt and Produce of the Truſt Eſtates, or any Part thereof; and that they the ſaid Truſtees ſhall and may in the firſt Place, out of the ſaid Truſt Eſtates, reimburse, retain and take to their own Uſe, all ſuch Sum and Sums of Money, Damages, Coſts, Charges and Expences, as they or either
of

of them shall bear, sustain, pay or be put unto, by Reason of the Trust hereby in them reposed, or the Execution thereof, or otherwise relating thereunto; and the said J. W. for himself, his Heirs, Executors and Administrators doth covenant, promise and grant to and with the said N. W. and P. N. their Heirs and Assigns by these Presents, that he the said J. W. shall and will forthwith put the said N. W. and P. N. into the actual Possession of the said Trust Estates hereby conveyed, and will approve and confirm such Person and Persons as they shall appoint to receive the Rents and Profits of the said Trust Estates, which said Rents and Profits, the said J. W. doth hereby agree, until Sale of the said Trust Estates, shall be from Time to Time paid, and applied to discharge and keep down the Interest of the said Schedule Debts, in such Manner as the said N. W. and P. N. shall appoint; and the said J. W. for himself, his Heirs, Executors and Administrators, doth hereby further covenant, promise and grant to and with the said N. W. and P. N. their Heirs and Assigns, that he the said J. W. at the Time of the Sealing and Delivery of these Presents, is and standeth lawfully, rightfully and absolutely seised of the said Freehold Manors or Lordships, capital Messuages, Messuages, Lands, Tenements, Hereditaments and Premises, with their and every of their Rights, Royalties, Members and Appurtenances in the said second Schedule mentioned and described, and by these Presents granted and conveyed to the said N. W. and P. N. and their Heirs by the said J. W. as aforesaid, of a good, pure, lawful, absolute and indefeazable Estate of Inheritance in Fee-simple; and that he the said J. W. also is, and standeth lawfully and absolutely possessed of the said Leases and Leasehold Premises, herein before by these Presents granted, bargained, sold, assigned and transferred by him the said J. W. to the said N. W. and P. N. their Executors, Administrators and Assigns, as aforesaid, of a good, sure and lawful Estate, for and

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during

during all the Residue and Remainder of the respective Terms by the said Leases respectively granted; and that he the said J. W. hath in himself good Right, full Power, and lawful and absolute Authority to grant, bargain, sell, release, convey and assure the said Freehold and Leasehold Premises unto the said N. W. and P. N. their Heirs, Executors, Administrators and Assigns, in Manner and Form aforesaid; and that from henceforth the said Freehold and Leasehold Premises, by the said J. W. granted, released and assigned as aforesaid, shall be peaceably and quietly held, used and enjoyed by the said N. W. and P. N. their Heirs, Executors and Administrators, to the several Uses, and on the Trusts herein before declared and expressed, touching and concerning the same, without the Let, Suit in Law or Equity, Trouble, Disturbance, Claim or Demand whatsoever, of or by the said J. W. his Heirs, Executors or Administrators, or any of them, or of or by any other Person or Persons lawfully claiming or to claim any Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, either at Law or in Equity, of, into or out of the said Freehold or Leasehold Premises by these Presents granted, released and assigned by the said J. W. as aforesaid, and that free and clear, and freely and clearly acquitted and discharged of and from all Incumbrances whatsoever, (the said Schedule Debts only excepted and foreprized:) And lastly, that he the said J. W. shall and will at the Request of the said Trustees, and at his own proper Costs and Charges do or Cause to be done any further, or other lawful or reasonable Act, Matter or Thing, for the further and better assuring the said Freehold or Leasehold Premises, granted and assigned by the said J. W. to the Uses and on the Trusts aforesaid, as by the said Trustees or their Counsel learned in the Law shall be reasonably devised, advised or required. *In Witnesses, &c.*

The Schedule in the within written Indenture mentioned, intituled the first Schedule, (and so of the Rest.)

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A Deed of Covenant on a Surrender of a Copyhold Estate by Way of Mortgage.

(9.)
Bond is the
Foundation.

THIS Indenture made, &c. between J. J. of, &c. of the one Part, and J. O. of the Parish of &c. of the other Part: Whereas the said J. J. in and by his Bond or Writing obligatory, bearing Date on or about the fourth Day of *June*, which was in the Year of our Lord 1730 became bound to the said J. O. in the Penal Sum of 800 *l.* conditioned for the Payment of 400 *l.* and Interest at a Day long since past: And Whereas the said J. J. for the further and better securing the said Bond Debt, did on the 17th Day of *December* Instant, surrender out of Court out of his Hands into the Hands of the Lord of the Manor of J. in the County of *W.* by the Rod, according to the Custom of the said Manor, by the Hands and Acceptance of R. D. Esq; Steward of the said Manor, all that Close of Pasture, &c. [*prout* Surrender] within the Manor aforesaid, and the Reversion and Reversions, Remainder and Remainders of all and singular the Premises, together with all Ways, &c. all which said Premises are situate, &c. within the Manor aforesaid, and were taken up among other Premises, by the said J. J. at a general Court held for the Manor aforesaid, the 10th Day of *October* ——— to the Use and Behoof of the said J. O. his Heirs and Assigns for ever; subject nevertheless to a

Proviso. That if the said J. J. his Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid unto the said J. O. his Executors, Administrators or Assigns, the full Sum of 400 *l.* of lawful Money of *Great Britain*, on the 17th Day of *December*, which will begin in the Year of our Lord 1730, with lawful Interest for the same, then the said Surrender to be void, otherwise to remain in full Force and Virtue, as by the said Surrender, Relation being thereunto had,

may

may appear: Now the said J. J. doth for himself, his Heirs, Executors and Administrators, covenant, promise and grant to and with the said J. O. his Executors, Administrators and Assigns by these Presents, that he the said J. J. his Heirs, Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said J. O. his Executors, Administrators or Assigns, the said Sum of 400 l. with Interest for the same, after the Rate of 5 *per Cent. per Annum*, at the Day and in the Manner and Form in the said Proviso, or Condition of the said Surrender before recited, limited and appointed for Payment thereof; and further also the said J. J. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to the said J. O. his Heirs and Assigns, in Manner and Form following, (that is to say,) that he the said J. J. at the Time of making of the said Surrender before recited, had a good Estate of Inheritance in Fee-simple, according to the Custom of the said Manor of J—— of and in all and singular the said Closes, Pieces or Parcels of Pastures, Hereditaments and Premises beforementioned to be surrendered, and had in himself, good Right, full Power, and lawful and absolute Authority to surrender the same and every Part thereof unto the said J. O. and his Heirs, in Manner and Form aforesaid, and that the same are free from all former Surrenders and Incumbrances whatsoever; and further also, that in Case the said J. J. his Heirs Executors or Administrators, shall make any Default of or in Payment of the said Sum of 400 l. and Interest, or any Part thereof, at the Day in the said Proviso or Condition of the said herein before recited Surrender limited or appointed for the Payment thereof, that then and from thenceforth he the said J. J. his Heirs and Assigns, shall and lawfully may from Time to Time, and at all Times from and after such Default shall happen to be made in Payment of the said Sum of 400 l. and Interest, or any Part thereof as aforesaid, fully, quietly and peaceably have, hold, occupy, possess and enjoy all
and

and singular the said Closes, Pieces or Parcels of Pasture, Hereditaments and Premises, with their and every of their Appurtenances, and receive the Rents, Issues and Profits thereof to his and their own Use, without any Manner of Let, Suit Trouble, Disturbance, Hindrance, Denial, or Interruption of or by the said J. J. his Heirs or Assigns, or any Person or Persons claiming or to claim, by, from or under him, and without any Let, Suit, Trouble, Hindrance, Denial, Interruption or Disturbance of or by any other Person or Persons whatsoever: And Moreover that in Case of any such Default in Payment as aforesaid, he the said J. J. his Heirs and Assigns, and all and every Person and Persons, having or lawfully claiming any Estate, Right, Title or Interest of, in or to the said Closes, Pieces or Parcels of Pasture, Hereditaments and Premises, or any Part thereof, by, from or under the said J. J. or by from or under R. J. deceased, late Brother of the said J. J. shall and will from Time to Time and at all Times, after such Default shall happen to be made in Payment of the said Sum of 400*l.* and Interest, or any Part thereof as aforesaid, at and upon the Reasonable Request, and at the proper Costs and Charges in the Law of the said J. O. his Heirs and Assigns, make, do, acknowledge, levy, suffer and execute, or cause and procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, for the further, better and more perfect assuring, settling and confirming of the said Closes, Pieces or Parcels of Pasture, Hereditaments and Premises, and every Part and Parcel thereof, with the Appurtenances, unto the said J. O. his Heirs and Assigns, be it by Fine or Fines, common Recovery or common Recoveries, according to the Custom of the said Manor, Surrender, Release, or Confirmation, or all or any Ways or Means in the Law whatsoever, as by the said J. O. his Heirs or Assigns, or his or their

Counsel

A Deed to supply a Defect in a former Deed, where in two Trustees are mentioned to convey, but one of them only executed it, whereby the Moiety of a Moiety remained in the other Trustee.

THIS Indenture tripartite, made, &c. between R. (10.)
L. of, &c. of the first Part, W. G. of, &c. of
the second Part, and J. P. of, &c. of the third
Part: Whereas [Recite a Deed whereby Sir H. G. and R. L.
were empowered to sell a Moiety of an Estate; Recite that And to dispose
the said W. G. had contracted with the said Sir H. G. and in the Money
R. L.—the said T. G. and M. his Wife, for the ab-
solute Purchase of their said Moiety of the said Manor and
Premises, for the Sum of, &c.] It is witnessed by the
said Indenture, that in Consideration of the Sum of Recite two
13000 l. by the said W. G. to the said Sir H. G. and R. Indentures.
L. and the Residue of, &c. to the said T. G. and M. his
Wife, and of 5 s. to the said E. C. in Hand also paid,
they the said Sir H. G. R. L. and E. C. by the Direction
of the said T. G. and M. his Wife, and also to the said
T. G. and M. his Wife, did assign and set over to the
R r r said

said *W. G.* his Executors; Administrators and Assigns, one full Moiety, the whole into two equal Parts to be divided, of and in the said Manor, Lands and Hereditaments herein after mentioned; To hold for the Residue of the Term of 500 Years therein mentioned, subject to the reserved Rent of 6 *l. 2. s.* as in and by the said recited Indentures, &c. And whereas the said *R. L.* one of the Trustees, to whom the Moiety of the said Manor and Premises was assigned, by the said Indenture of the 9th Day of *September Anno Domini* 1730, did not receive any Part of the said Sum of 1300 *l.* by the said Indenture of the 13th Day of, &c. 1731, mentioned to be paid, and never did act in the said Trust reposed in him by the said Indenture, dated the 9th Day of *September* in the Year of our Lord 1730, and was and still is unwilling to Act in the said Trust reposed in him, by the said Indenture of Assignment, the said Moiety of the said Premises, made by the said Sir *H. G.* and *R. L.* by the Direction of the said *T. G.* and *M.* his Wife, to the said *W. G.* whereby a Moiety of the said Moiety of the legal Estate of the said Term of 500 Years of and in the said Manors, Lands and Premises, still remains vested in him the said *R. L.* And whereas by Indenture, bearing Date on or about the Day of *January* last past, before the Date of these Presents made or mentioned to be made, between the said *W. G.* of the one Part, and the said *J. P.* of the other Part [*reciting as herein before recited,*] in Consideration of the Sum of 2600 *l.* of, &c. to the said *W. G.* by the said *J. P.* paid for the absolute Purchase of the said Manors, Lands, Tenements and Hereditaments, he the said *W. G.* did assign and transfer unto the said *J. P.* his Executors, Administrators and Assigns, all that, &c. and all that, &c. to hold to the said *J. P.* his Executors, Administrators and Assigns, for the Residue of the said Term of 500 Years then to come therein, as in and by the said Indenture, Relation, &c. And whereas the said *R. L.* at the Request of the said *W. G.* is willing

ling to assign the said Trust, vested in him as aforesaid, and also to discharge the Manors, Lands and Premises thereof: Now this Indenture witnesseth, That for and in Consideration of the Sum of 10 s. a-piece to the said R. L. and W. G. in hand well and truly paid by the said J. P. at or before the Ensealing and Delivery of these Presents, the Receipt whereof the said R. L. and W. G. do hereby respectively acknowledge, and of and from every Part and Parcel thereof, do and each of them doth acquit, release, and for ever discharge the said J. P. his Heirs, Executors and Administrators, and for divers other good Causes and Considerations hereunto moving, he the said R. L. by the Direction of the said W. G. testified by his being Party to, and Signing and Sealing these Presents, hath released, assigned, set over and confirmed, and by these Presents doth release assign, set over and confirm unto the said J. P. his Executors, Administrators and Assigns, all that Moiety or half Part or Share of the said Manor and Farm of H. and of all, &c. and all the Estate, Right, Title, Interest, Term and Number of Years, Trust, Claim and Demand whatsoever, of the said R. L. in and to the same; To have and to hold the said Moiety or half Part of the said Manor, Lands and Premises, with their Appurtenances, unto the said J. P. his Executors, Administrators and Assigns, for and during all the Rest, Residue, and Remainder of the said Term of 500 Years thereof granted yet to come and unexpired, subject to the Rent on the said Lease reserved; and the said R. L. for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise and grant to and with the said J. H. his Heirs, Executors and Administrators, that he the said R. L. hath not done, committed or suffered, any Act, Matter or Thing whereby or by Means whereof the said Moiety of the said Manor, Lands and Premises, are or may be impeached or incumbered, in Title, Charge, Estate, or otherwise howsoever. *In Witness, &c.*

A Deed of Purchase, and also for Docking all Estates-Tail.

(11.) **T**HIS Indenture sextipartite, made, *Uc.* between *J. A.* of, *Uc.* Gent. Son and Heir of *R. A.* late of, *Uc.* Gent. deceased, who was Nephew and Devisee of *T. R.* late of *Uc.* Esq; deceased, of the first Part, *Sir B. A.* of, *Uc.* Bart. surviving Trustee of a Term of 1000 Years (in an undivided third Part of the Manor, Lands and Hereditaments hereafter mentioned, intended to be hereby extinguished,) of the second Part, *R. R.* late of, *Uc.* and now of *D.* in the County of, *Uc.* Clerk, and *B. G.* of, *Uc.* Clerk, Devisees, in the last Will and Testament, and Codicil of *T. G.* late of, *Uc.* Gent. deceased, who survived *E. G.* of, *Uc.* (being both named Trustees of the Inheritance) of the third Part, *S. M.* of, *Uc.* Widow, of the fourth Part, *S. R.* of, *Uc.* Esq; and *S. S.* of, *Uc.* Esq; of the fifth Part, and *W. E.* of, *Uc.* Gent. of the sixth Part, Witnesseth, that for and in Consideration of the Sum of 110 *l.* of lawful Money of *England*, to the said *J. A.* and of the Sum of 110 *l.* of like Money, to the said *S. M.* (by the Direction, and for the proper Debt of the said *J. A.* in Hand well and truly paid by the said *S. R.* at or before the Enfealing and Delivery of these Presents, making together the Sum of 220 *l.* being for the compleat Purchase of the absolute Inheritance in Fee-simple, of and in the Manor, Lands and Hereditaments herein after limited, in Use to the said *S. R.* and *S. S.* subsequent to the intended Recovery herein after mentioned; the several Receipts whereof they the said *J. A.* and *S. M.* do hereby severally acknowledge accordingly, and thereof, and of every Part or Parcel thereof, do by these Presents severally acquit, release and discharge the said *S. R.* his Heirs, Executors and Assigns and every of them, and also in Consideration of 10 *s.*

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a-piece,

a-piece of like Money to the said *J. A. Sir B. A. R. R.* and *B. G.* respectively in Hand likewise paid by the said *S. R.* and *S. S.* at and before the Ensealing and Delivery thereof, the Receipt and Receipts whereof is and are hereby acknowledged, and for barring, cutting off and destroying all and all Manner of Estate and Estates Tail, Remainders and Reversions of and in the Manor, Advowson, Messuages, Farms, Lands, Tenements, Woods, Hereditaments and Premises herein after mentioned, and for granting, settling and assuring of the same, to and for the Uses, Intents and Purposes herein after mentioned, The said *J. A.* and also by his Direction and Appointment, and with the Consent of the said *S. M.* testified by their being Parties to and Sealing and Delivering of these Presents, the said *Sir B. A. R. R.* and *B. G.* have granted, bargained, sold, released and confirmed, and by these Presents the said *J. A. Sir B. A. R. R.* and *B. G.* do, and each and every of them doth grant, bargain, sell, release, and confirm unto the said *S. R.* and *S. S.* (in their actual Possession now being by Virtue of a Bargain and Sale for one whole Year to them thereof made by Indenture, bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute made, *&c.*) and to their Heirs and Assigns, all that Messuage or Tenement and Farm, called *W. Farm*, with all the Barns, Stables, Yards, Gardens, Orchards, Lands, Meadows, Pastures, Feedings and Appurtenances whatsoever, to the same belonging, or in any wise appertaining, situate, *&c.* in the Tenure or Occupation of, *&c.* and also all the Messuages, *&c.* commonly called, *&c.* herein after particularly mentioned, *viz.* One Piece of Ground, Part Land and Part Pasture, called, *&c.* adjoining to the said Messuage, containing, *&c.* one other Piece, *&c.* And also all that the Manor or Lordship of *L. B.* with the Rents, Members and Appurtenances thereof, in the said County of, *&c.* and all that Capital Messuage or Mansion-house called *L. B. Hall*, and Farm Lands, and Hereditaments thereunto

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belonging

belonging or appertaining, with the Appurtenances, situate, &c. in the Tenure, &c. with the Messuages, Houses, Dove-Houses, Barns, Stables, Out-houses, Yards, Gardens, Orchards and Appurtenances to the same belonging, containing, &c. and all the Lands therewith used, held and enjoyed, herein after particularly mentioned and described; that is to say, one Piece or Parcel of Land called, &c. containing, &c. one other Piece, &c. called, &c. situate, &c. and now are or late were, &c. And all that the Advowson or Right of Patronage, to the Parish Church of *L. B.* afore said, and all and singular the Messuages, Mills, Houses, Edifices, Buildings, Dove-Houses, Barns, Stables, Yards, Orchards, Waftes, Waters, Watercourses, Rivers, Fishings, Rents, Reversions, Services, Rents and Services; and all that Messuage, &c. and all and singular Houses, Out-Houses, Barns, Stables, Edifices, Buildings, Yards, Gardens, Orchards, Backsides, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, Trees, Ways, Paths, Waters, Watercourses, Fishings, Fishing-Places, [*and all the other general Words,*] to the said Manors, Advowson, Messuages, Farms, Lands, Tenements and Premises, or to any of them, or to any Part or Parcel of them, or any of them respectively belonging, or in any wise appertaining, or to or with the same or any of them occupied, taken, had or perceived, or accepted, reputed, adjudged or deemed as Part, Parcel or Member of the same, or any of them, or to belong or appertain to the same or any of them; And also all other the Messuages, Lands, Tenements and Hereditaments whatsoever, of the said *J. A.* late of or belonging to the said *T. R.* or whereof or wherein he the said *J. A.* or any of the Parties hereto, or any other Person or Persons, in Trust for him or for his Benefit, is or are seized of any Estate of Inheritance or Freehold, situate, lying and being in *L. B. G. B. W. R. F.* and *M.* afore said, or in any of them, or in any other Towns, Villages or Places adjacent, late of or belonging to the said *T. R.* or devised

vised by his Last Will, and the Reversion and Reversions, &c. of the said Premises, and all the Estate and Estates, Right, Title, Interest, Claim and Demand whatsoever, either in Law or Equity of the said J. A. Sir B. A. R. R. and B. G. and every of them, of, into and out of the said Manor, Advowson, Messuages, Farms, Lands, Tenements, Woods, Hereditaments and Premises, and every Part or Parcel thereof: And the said J. A. for himself and his Heirs, doth hereby grant to the said S. R. (and S. S.) and his Heirs, all Deeds, Evidences and Writings, touching or concerning the Premises or any Part thereof, which he the said J. hath or can come by, without Suit in Law or Equity; To have and to hold the said Manor, Advowson, Messuages, Farms, Lands, Tenements, Woods, and all and singular other the Premises herein before granted, released and confirmed, or meant, &c. to be granted, &c. with their and every of their Appurtenances, unto the said S. R. and S. S. their Heirs and Assigns, to the Use and Behoof of the said S. R. and S. S. their Heirs and Assigns for ever, to the Intent to make them the said S. R. and S. S. perfect Tenants of the Freehold, of and in the Premises, against whom a Common Recovery may be had and suffered, as herein after is mentioned; and for that Purpose it is covenanted, declared and agreed, by and between all the said Parties to these Presents, that on this Side or before the End of—Term, next ensuing the Date of these Presents, it shall and may be lawful to and for the said W. E. at the Costs and Charges of the said S. R. or his Heirs, to sue forth and prosecute one or more Writ or Writs of Entry *sur Disseisin en le post*, against the said S. R. and S. S. or the Survivor of them, or his Heirs, returnable before the Justices of the Court of *Common Pleas* at *Westminster*, of the Manor or Lordship, Advowson, Messuages, Farms, Lands, Tenements, Woods, Woodlands, and all and singular other the Premises, with the Appurtenances, by the Name of the Manor of L. B. nine Messuages, one Cottage, one Watercourse Mill, twelve Barns, ten Gardens,

Gardens, twelve Orchards, four Hundred and ten Acres of Land, seventy Acres of Meadow, two Hundred and three Acres of Pasture, twenty Acres of Marsh, eighty-four Acres of Wood, two Hundred Acres of Furz and Heath, and Common of Pasture for all Manner of Beasts, with the Appurtenances in *L. B. G. B. M. R. F.* and *W.* and the Advowson of the Church of *L. B.* in the County of *E.* or by such other Names, Quantities of Acres and Descriptions, as shall be thought fitting, thereby demanding the said Manor or Lordship, Advowson, Messuages, Farms, &c. Hereditaments and Premises, by such Names as aforesaid, or such other Names, Quantities of Acres and Descriptions, as shall be thought fitting, unto which Writ or Writs the said *S. R.* and *S. S.* or the Survivor of them, or his Heirs, shall appear and vouch to Warranty the said *J. A.* who shall thereupon appear *Gratis*, and enter into the Warranty, and vouch over the common Vouchee, who shall thereupon appear and imparle, and after make Default, that so a good and perfect Common Recovery may be had by the Demandant in the said Writ or Writs, against the Tenants or Tenant in the same Writ or Writs, with Judgment for the Tenants or Tenant, to recover over in Value against the said *J. A.* and for the said *J. A.* to recover over against the Common Vouchee, according to the Form and Course of Common Recoveries, with double Vouchers; and it is hereby declared by and between all the said Parties to these Presents, that the said Recovery in Manner as aforesaid, or in any other Manner to be had and suffered, and the Force and Execution thereof, and all and every other Recovery or Recoveries, and other Assurances of the Premises, and every or any Part or Parts thereof had and suffered, or to be had and suffered, between the Parties to these Presents, or any of them shall, from and after the perfecting such Recovery as aforesaid, be and enure, and shall be adjudged, deemed and taken to be and enure, and the same are hereby declared and agreed to be and enure,

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and

and to have been meant and intended to be and enure, to the Uses, Intents and Purposes herein after mentioned and declared, and to and for no other Use or Uses, Intents or Purposes whatsoever, that is to say, as to, for or concerning all the said Messuage, Tenement and Farms, called *W. Farm*, with all Barns, Stables, Yards, Gardens, Orchards, Lands, Meadows, Pastures, Feedings and Appurtenances whatsoever, thereunto belonging, lying and being in *M. aforesaid*, now or late in the Tenure or Occupation of *W. W.* and all that Messuage, Tenement and Farm, called, *Uc.* with all Barns, [*general Words as before for the last,*] and the several Pieces or Parcels of Land and Pasture thereunto belonging, and herein before particularly mentioned, now or late in the Tenure or Occupation of *R. H.* lying and being in *L. B. aforesaid* (with several other Pieces;) all lying in *L. B. aforesaid*, to the Use of the said *J. A.* his Heirs and Assigns for ever; and as to, for and concerning the said Piece or Parcel of Meadow, containing, *Uc.* and one other Piece or Parcel of Meadow, containing, *Uc.* lying in *W. aforesaid*, mentioned to be in the Tenure or Occupation, formerly of, *Uc.* and now or late of, *Uc.* to such Use and Uses as the said *S. R.* his Heirs and Assigns, by any Deed or Deeds, to be by him executed in the Presence of two or more credible Persons, shall direct, limit or appoint; and as to, and for and concerning all the Rest and Residue of the said Manor or Lordship, Advowson, Messuages, Farms, Lands, Tenements, Woods, Wood-Grounds, Hereditaments and Premises, herein before granted, released and confirmed, or mentioned, *Uc.* so to be with their and every of their Appurtenances, whereof no Use subsequent to the said intended Recovery, is herein before mentioned, intended or declared, to the Use of the said *S. R.* and *S. S.* their Heirs and Assigns for ever, in Trust nevertheless (as to the Estate of the said *S. S.* and his Heirs,) for the said *S. R.* his Heirs and Assigns, and the said *J. A.* for himself his Heirs, Executors and Administrators, and

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for

for every of them, doth covenant, promise and grant to and with the said S. R. and S. S. their Heirs and Assigns, and to and with every of them by these Presents, in Manor and Form following, that is to say, that (for and notwithstanding any Act, Matter or Thing, had, made, done, committed or suffered by the said J. A. T. R. and R. A. deceased, or any or either of them, or any Person or Persons, claiming from, by, or under them, any or either of them to the contrary,) the said J. A. Sir B. A. R. R. and B. G. or some or one of them, at the Time of the Enfealing and Delivery of these Presents, is or are, and stand or standeth lawfully seized of all and singular the Lands, Hereditaments and Premises, herein before mentioned, to be hereby granted and released, and every Part and Parcel thereof, of a good, sure, perfect and indefeasible Estate of Inheritance in Fee-simple, to them, or some, or one of them, and to their, or some or one of their Heirs and Assigns for ever, and have or hath good Right, full Power, and lawful authority to grant, bargain, sell, release and confirm the said Manor or Lordship, Advowson, Messuages, Farms, Lands, Tenements, Woods, Woodlands, Hereditaments and Premises with the Appurtenances, and every Part and Parcel thereof, unto the said S. R. and S. S. their Heirs and Assigns, in Manner and Form aforesaid, according to the true Intent and Meaning of these Presents; and also that the said Manor or Lordship, Advowson, Messuages, Farms, &c. Hereditaments and Premises, with the Appurtenances, herein before limited, in Use to the said S. R. and S. S. and their Heirs, subsequent to the said intended Recovery as aforesaid, and every Part thereof, shall for ever hereafter remain and continue unto the Use of the said S. R. and S. S. their Heirs and Assigns, free and clear, and freely and clearly acquitted, exonerated and discharged by the said J. A. his Heirs, Executors or Administrators, or some of them, of and from all and all Manner of former and other Grants, Intails, Wills, Indentures, Deeds, Statutes, Judgments, Extents,

Extents, Titles, Trespasses, Incumbrances, Claims and Demands whatsoever, had, made, committed, occasioned, done or suffered, or to be had, made, committed, occasioned, done or suffered, by the said *J. A. T. R.* and *R. A.* or any of them: And further, that he the said *J. A.* and his Heirs, and all and every other Person or Persons, having or claiming, or which hereafter shall lawfully have or claim any Manner of Estate, Right, Title, Interest, Use, Possession, Claim or Demand, of, in, to, or out of the said granted and released Premises, or any Part or Parcel thereof, by, from, or under the said *J. A. T. R.* and *R. A.* or any of them, shall and will, from Time to Time and at all Times, within the Space of ten Years from the Date of these Presents, at the Costs and Charges in the Law, of the said *S. R.* his Heirs or Assigns, do, make, acknowledge, levy, suffer and execute, or cause and procure to be made, done, acknowledged, &c. all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Device and Devices, Assurance and Assurances in the Law whatsoever, for the further, better, and more perfect granting, assigning and conveying of the Premises, with their Appurtenances, to the Use of the said *S. R.* and *S. S.* their Heirs and Assigns, be it by Fine or Fines, Feoffment or Feoffments, Recovery or Recoveries, Deed or Deeds inrolled or not inrolled, Release or Confirmation, or by all or any of the said Ways or Means, or by any other Ways or Means whatsoever; and by the said *S. R.* and *S. S.* their Heirs or Assigns or any of them, or by his or their Counsel learned in the Law, shall be reasonably devised, or advised and required, so as the Parties so required be not compelled or compellable for the doing thereof, to travel farther than the Cities of *London* and *Westminster*, or one of them; and the said *Sir B. A.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise, grant and agree, to and with the said *S. R.* and *S. S.* their Heirs and Assigns, and to and with every of them, by these Presents,

Presents, that the said Sir B. A. hath not at any Time or Times heretofore made, done, or committed, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby or by Means whereof, the before mentioned to be hereby granted and released Premisses, or any Part or Parcel thereof, are, shall or may be impeached or incumbered in Title, Claim, Estate, or other Incumbrance whatsoever or howsoever; and the said R. R. and B. G. each for himself respectively and apart, and for his own Acts only and not jointly, or one for the other, and each for their several and respective Heirs, Executors and Administrators, do covenant, promise, grant and agree, to and with the said S. R. and S. S. their Heirs and Assigns, and to and with every of them by these Presents, that they the said R. R. and B. G. or either of them, have not, or hath at any Time or Times heretofore made, done, or committed, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby, or by Means whereof the before mentioned to be hereby granted and released Premisses, or any Part or Parcel thereof, are, shall, or may be impeached or incumbered, in, by or with any Manner of Title, Claim, Estate, or other Incumbrance whatsoever or howsoever. *In Witness, &c.*

Deed. Vide Covenant 9.

Defeasance.

THIS Indenture made, &c. between B. P. of, &c. (1.)
 of the one Part, and J. C. of, &c. of the other
 Part: Whereas [Recite a Mortgage from the said J. C. to ^{2000 Years.}
 the said B. P. subject to the Redemption of the said J. C.
 his Heirs, Executors, Administrators and Assigns, on Pay-
 ment of the Sum of, &c. at such Time and Place, and in
 such Manner as is therein mentioned.] And Whereas in and
 by Indenture, &c. [Recite a Mortgage from J. S. of, &c. ^{1000 Years}
 to the said J. C. subject to the Redemption of the said J. S. ^{J. S.'s Mort-}
 his Heirs, Executors or Assigns, on Payment of the Sum of, ^{gage to J. C.}
 &c. Which said Estate and Term of 1000 Years, and the ^{is assigned to}
 said Indentures of Mortgage are by Indenture of Assignment, ^{B. P. subject}
 bearing even Date herewith, for the Consideration therein ^{to the Re-}
 mentioned, assigned to the said B. P. his Executors, Admi- ^{demption of}
 nistrators and Assigns, subject to the Redemption of, &c. on ^{J. S.}
 Payment of, &c.] And whereas there is now justly due
 and owing on the said recited Securities, the Sum of, &c.
 upon Payment whereof, in Manner as is herein after
 mentioned, the said B. P. is willing, and hath conde-
 scended and agreed to assign the said several Securities
 of 2000 Years, and 1000 Years, to the said J. C. or
 to such Person or Persons as he shall appoint. Now
 this Indenture witnesseth, and the said B. P. doth hereby
 for himself, his Heirs, Executors and Administrators,
 covenant, promise, grant and agree, to and with the
 said J. C. his Executors, Administrators and Assigns,
 that if he the said J. C. his Executors, Administrators and
 Assigns, or any of them, do, and shall well and truly
 pay or cause to be paid unto the said B. P. his Executors,
 Administrators or Assigns, the Sum of, &c. of lawful
 Money of Great Britain, without Deduction, &c. on
 U u u the

the said demised or assigned Premises, that then and in such Case, he the said B. P. his Executors, Administrators and Assigns, or some or one of them, shall and will at the Request, Costs and Charges of the said J. C. reassign and convey the Residue of the said several Terms of 2000 Years and 1000 Years to the said J. C. his Executors or Administrators, or to such Person or Persons, as the said J. C. his Executors, Administrators or Assigns shall appoint, freed and discharged of and from all Incumbrances, committed or done by the said B. P. his Executors and Administrators. [*Covenant in Form, from J. C. to pay, &c. according to the abovesaid Agreement.*] [*Covenant from B. P. to J. C. That J. C. shall quietly and peaceably enjoy, until Default.*] In Witness, &c.

A Defeasance of a Statute Merchant on Performance of Covenants in Indentures of Demise and Remise.

- (2.) **T**HIS Indenture made, &c. between W. A. of, &c. of the one Part, And R. S. of, &c. T. S. Son and Heir apparent of F. S. &c. and R. S. youngest Son of the said F. S. of the other Part: Whereas F. S. T. S. and R. S. by one Recognizance, or Writing obligatory in Nature of a Statute Merchant, bearing Date, &c. taken and acknowledged at W. before A. T. Gent. Mayor of the same Town and Borough, and before R. M. Esq; deputed and assigned Clerk, for the taking Recognizances for Debts within the said Town and Borough of W. according to the Form of Statute Merchant, stand bound unto the said W. A. in 600 l. of lawful Money of Great Britain, payable as by the said Recognizance, or Writing obligatory may appear. Now this Indenture witnesseth, that the said W. A. is contented and pleased, and doth by these Presents for himself, his Heirs, Executors,

ecutors, Administrators and Assigns, covenant, promise, grant and agree to and with the said *F. S. T. S.* and *R. S.* their Executors Administrators and Assigns, and to and with every of them by these Presents, that if the said *F. S. T. S.* and *R. S.* their Heirs, Executors, Administrators and Assigns, and every of them do for their Part well and truly pay, observe, perform, fulfil and keep as well all and singular the Payments, Covenants, Grants, Articles, Promises and Agreements, which on their Part and Behalf are to be observed, performed, fulfilled, paid and kept, specified and contained in one Pair of Indentures, bearing Date the 31st Day of *July* last past, before the Date hereof, made, or mentioned to be made between the said *F. S. T. S.* and *R. S.* of the one Part, and the said *W. A.* of the other Part; as also all and singular the Payments, Covenants, Grants, Promises and Agreements, which on their Part and Behalf are to be observed, performed, fulfilled and kept, specified and contained in one Pair of Indentures, bearing Date the first Day of *Aug.* and made or mentioned to be made between the said *W. A.* of the one Part, and the said *F. S. T. S.* and *R. S.* of the other Part, that the said Recognizance, or Writing Obligatory shall be void, frustrate and of none Effect, to all Intents and Purposes. *In Witness* whereof, the said *W. A.* hath hereunto set his Hand and Seal, the Day and Year first above written.

Demise.

Demise.

A Demise for ninety-nine Years for indemnifying an Estate from two Annuities, the Estate out of which the same were issuing being sold.

(1.) **T**HIS Indenture made, &c. between, &c. Whereas
H. B. and R.
C. of the one
Part, and R.
C. of the other
Part.
Recite the
Deed and also
the Will as
far as proper. as [Recite an Annuity of 50 l. by Deed and another Annuity by Will, &c. issuing out of all, &c. and to whom payable, as by the said Deed and Will may appear.] And whereas J. P. of, &c. purchased from the said R. C. (together with other Lands,) the Messuages, &c. herein before mentioned, and the said J. P. was thereupon allowed for both the said Annuities or Rents, and undertook that the same should be wholly answered out of the Premises so purchased as aforesaid ; and the said J. P. hath late sold and conveyed the said Premises, H. B. and by
his Direction
the said R. C.
to the said R.
C. (amongst other Lands) to the said H. B. Now this Indenture witnesseth, That for better securing the Payment of the said Annuities of 50 and 15 l. &c. in Consideration of 5 s. &c. [as in other Demises for ninety-nine Years,] All and every the Messuages, &c. [Habendum as in others, without Reddend'] provided always, &c. That if the said H. B. and his Heirs, shall and do from Time to Time, well and truly pay or cause to be paid unto the said C. H. and S. K. and their Assigns respectively from henceforth, during their respective Lives, the said Rents or annual Sums of 50 l. and 15 l. at or in the County and Hundred of, &c. at the Feasts of, &c. by even Portions ; and also shall and do from Time to Time, and at all Times hereafter, save harmless and keep indemnified the said R. C. his Heirs, Executors and Administrators, and every of them respectively, and his and their Lands and Tenements, Goods and Chattels, and also

also the Estate real and personal of the said J. C. of and from the Payment of the same, and of and from all Costs, &c. which he and they may be put unto or sustain, by Reason of the Non-payment thereof, that then and in such Cases only from and after the Decease of the said C. H. and S. K. these Presents, and the Demise hereby made, and every Matter and Thing herein contained, shall from thenceforth cease, determine, and be utterly void and of none Effect; provided also, and lastly, it is hereby declared by and between the said Parties, that until some Breach shall happen to be made in Payment, according to the Proviso abovementioned, it shall and may be lawful to and for the said H. B. and his Heirs peaceably and quietly to have, hold and enjoy, and have, receive and take the Rents, Issues and Profits of the said hereby demised Messuages, &c. and Premises, to his and their own Use and Uses, without the Let, Hindrance, Interruption or Denial of the said R. C. his Executors, Administrators or Assigns, or any of them, or of any other Person or Persons, lawfully claiming or to claim, by, from, or under him, them or any of them. *In Witness, &c.*

A Demise and Redemise for securing a Jointure.

P. Earl of C. upon the Marriage of the now Countess of D. in Consideration of 10000 *l.* Portion, and Pursuant to Articles, by which he had covenanted to charge the Estate in G. S. with a Rent or Annuity of 1500 *l. per Annum* to her for her Life, and afterwards agreed to make it up 15000 *per Annum*, did by Indenture *October* 1, 1625, demise to the Earl of S. and Lord G. his Manors and Lands in G. M. for 99 Years, at a Pepper-Corn Rent, and by Indenture *October* 2, 1625, the Earl of S. and Lord G. redemise the Premises to E. P.

X x x

(2.)
for

for 98 Years and 11 Months, at a Pepper-Corn Rent, during his Life, and after his Death 1500 *l. per Annum*, by half-yearly Payments, during the Life of the Countess, for her Jointure, and after her Death a Pepper-Corn Rent, during the Residue of the Term, with a Covenant for Payment of the Rent, and a Clause of Re-entry for Non-payment.

Demise. Vide **Defeasance.**

Deputation.

A Deputation or Letter of Attorney by a Guardian.

(1.)
Head Steward.

K NOW all Men by these Presents, That J F. D. of, *&c.* Esq; Guardian to F. C. of, *&c.* Gent. Infant, above the Age of 14 Years, and under the Age of 21 Years, have made, ordained, constituted and appointed, and by these Presents do make, ordain, constitute and appoint W. B. of, *&c.* my true and lawful Attorney, for me and in my Name to enter into all that the Manor of F. G. in the County of H. and all and singular the Manors, capital Messuages, Lands, Tenements and Hereditaments whatsoever, belonging to the said F. C. situate, lying and being in the said County of H. and in the several Counties of S. B. and S. or elsewhere, in the Kingdom of *Great Britain*, and to ask, receive and recover of all the Stewards, Bailiffs, Receivers, Farmers and Tenants, and all other Occupiers whatsoever, of the said Manors, Messuages, Lands, Tenements and Hereditaments of the said F. C.

all Rents, Services, Arrearages of Rents, Profits, Sum and Sums of Money now due, or hereafter to grow due to the said *F. C.* and an Account and Accounts of them and of all other the Stewards, Bailiffs, Servants and Accountants whatsoever, of the said *F. C.* or any of them, to require and take, and the said Stewards, Bailiffs, Receivers and Servants of the said *F. C.* by and with my Consent and Approbation, and not otherwise, to displace, and on the Displacing or Death of any of them, new Stewards, Bailiffs, Receivers, Servants or other Agents, by and with my Consent and Approbation, to put in the Place or Places of those discharged or dead, and also to sue for, receive and recover all Manner of Debts, Duties, Rents and Sums of Money whatsoever, to the said *F. C.* due and owing, and for Non-payment thereof, to sue and distrain, avow or make Conufance, and to sell and dispose of such Distress and Distresses according to Law, and to contract with any Person or Persons, for the leasing any the Lands, Tenements and Hereditaments of the said *F. C.* for the Benefit and Advantage of the said *F. C.* and to sell any of the Woods and Underwoods of the said *F. C.* when saleable, and also to commence or prosecute any Suit or Suits, Action or Actions, as well real, personal as mixt, for any Debt, Duty, Matter, Cause or Thing whatsoever, to the said *F. C.* belonging, or that may be demanded by the said *F. C.* in any Court of Record, or in any other Court or Place whatsoever, and the same Suits to prosecute and follow, or to discontinue or become Nonsuit, or to dismiss the same; and also to take all lawful Ways, Courses, Means and Remedies, for the better getting, recovering or receiving any Manors, Lands, Tenements, Rents and Hereditaments, Goods, Chattels, Debts, Duties, Sum and Sums of Money, or other Matter or Thing whatsoever; and I do hereby authorize and empower my said Attorney to allow Timber for Repairs, and other Uses of the Tenants and Farmers of the said *F. C.* and to set Fines for any

Leases

Leases, and to nominate and appoint Stewards for keeping any of the Courts of the said *F. C.* and to accept any Surrender or Surrenders of any Leases, and on such Surrenders to contract for new Leases, for Fines or otherwise, as shall be most for the Benefit and Advantage of the said *F. C.* and I do hereby allow, ratify and confirm, all such Act and Acts, Thing and Things, as the said *W. B.* shall, with such Approbation as aforesaid, do or cause to be done, in and about the Premises. *In Witness* whereof, I the said *F. D.* have hereunto set my Hand and Seal, this 7th Day of *July* in the sixth Year of the Reign of our Gracious Sovereign Lord King *George* the 2d, *Anno Domini* 1732.

Sealed, &c.

Disclaimer.

- (1.) **W**HEREAS *A. B.* and *C.* in the Name of themselves, and also of us whose Hands and Seals are hereunto set, did in *Easter* Term, which was in the thirteenth Year of his present Majesty King *George's* Reign, exhibit into the Court of *Exchequer* of his said present Majesty, in the Office of his said present Majesty's Remembrancer, an *English* Bill against *H. D.* of *S.* in the County of *York*, Gent. to be relieved for and touching the Matter therein contained. Now know all Men by these Presents, That we whose Hands and Seals are hereunto set, do jointly, and every of us doth for himself separately and respectively by these Presents renounce, disown and disclaim the said *English* Bill, and all Equity, Benefit and Relief thereby sought and

and sued for, and all and all Manner of Proceſs and Proceedings whatſoever, thereupon had and to be had in our, every or any of our Names or Behalſs, and do declare and acknowledge, that the ſaid Bill was exhibited, and the Suit proſecuted in our Names, without the Knowledge, Conſent, Privy, Order or Direction of us or any of us; and we do for ourſelves jointly, and for every of us ſeverally and reſpectively remiſe, releaſe and acquit the ſaid *H. D.* his Executors and Adminiſtrators, and every of them, of and from the ſaid Suit, and all Equity, Relief, Benefit and Advantage thereby ſought and ſued for, and of and from all Matters, Things, Claims and Demands therein mentioned to be due, or of Right belonging or appertaining to us, any or either of us, or therein complained of; ſo that we and every of us, and every of our Heirs, Executors and Adminiſtrators, ſhall be for ever hereafter debarred and excluded, by theſe Preſents, of and from the proſecuting the ſaid Suit by the ſaid *English* Bill, and from proſecuting or ſuing the ſaid *H. D.* his Executors or Adminiſtrators, for or in Reſpect of any Matter, Cauſe or Thing whatſoever, from the Beginning of the World unto the Day of the Date hereof. *In Witneſs, &c.*

Dower. Vide **Covenant** 2. **Conveyances** 7.
Settlements 3, 8. **Wife** 1.

Enfranchisement.

Enfranchisement of a Copyhold Estate.

(1.) **T**HIS Indenture made, &c. between T. P. of, &c. Esq; Lord of the Manor of B. in the County of, &c. of the one Part, and C. R. of &c. of the other Part: Whereas the said C. R. is seised to him and his Heirs at the Will of the Lord, according to the Custom of the said Manor of B. of and in all those customary or copyhold heriotable Tenements, B. C. and K. held of the said Manor, and the said T. P. hath agreed in Consideration of the Sum of, &c. of lawful Money of *Great Britain* to enfranchise the same, so that the said C. R. and his Heirs may enjoy the same, and Freehold and Inheritance thereof, free from all Customs, Heriots, Suits and Services. Now this Indenture witnesseth, That in Performance of the said Agreements, and for absolutely enfranchising the same Copyhold Premises, and in Consideration of the Sum of, &c. of lawful Money of *Great Britain*, to the said T. P. in Hand paid by the said C. R. at and before the Enfealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations hereunto especially moving, he the said T. P. hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth fully, clearly and absolutely grant, bargain, sell, alien, release, ratify and confirm unto the said C. R. in his actual Possession now being by Virtue of a Bargain and Sale to him thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force and Virtue of the Statute for transferring Uses into Possession, and to his

Heirs

Heirs, all those Tenements or Copyholds, or customary Estates, commonly called *B. C.* and *K.* containing by Estimation 2000 Acres, be the same more or less, or by whatsoever other Name or Names called, known or distinguished, and all Lands, Tenements and Hereditaments thereunto belonging or reputed to belong, situate, lying and being in *B.* aforesaid, and now in the Occupation of the said *C. R.* his Assigns or Under-tenants; and all Ways, Waters, Watercourses, Easements, Commodities, Woods, Underwoods, Timber Trees, Hedges, Ditches, Mounds, Fences, Appendants and Appurtenances to the same belonging; and the said *T. P.* doth hereby grant to the said *C. R.* and his Heirs, the like and same Common, as he was intitled unto when a Copyholder, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and all Heriots, Quit-Rents, Duties, Suit and Service to be due and paid for the same, and all the Estate, Right, Title, Use, Trust, Property, Claim and Demand of the said *T. P.* in and to the same: To have and to hold the said Tenements, and all and singular other the Premises hereby granted and released, or intended so to be, with their and every of their Appurtenances, unto the said *C. R.* his Heirs and Assigns, to the only proper Use and Behoof of the said *C. R.* his Heirs and Assigns, for ever, enfranchised, freed, and absolutely discharged of and from all Rents, Heriots, Suits and Services whatsoever, due, payable or to be performed to the said *T. P.* as Lord of the Manor of *P.* by Usage, Custom, Prescription, or otherwise howsoever; and the said *T. P.* for himself, his Heirs, Executors, and Administrators, doth covenant, promise and grant to and with the said *C. R.* his Heirs and Assigns, that he the said *T. P.* at the Time of the Enfealing and Delivery of these Presents, is lawfully, rightfully, and absolutely seised of the Freehold and Inheritance of the said Copyhold Premises in Fee-simple, subject to such Estate and Interest, as the said *C. R.* had therein as a Copyholder,

Copyholder, by Virtue of the Custom of the said Manor, and that he the said T. P. hath in himself good Right, full Power, and lawful and absolute Authority to make this Assurance, and to enfranchise the said Premises, and grant and convey the Freehold and Inheritance thereof, to and to the Use of the said C. R. his Heirs and Assigns for ever; and further, that the said C. R. his Heirs and Assigns, shall and may from Time to Time, and at all Times for ever hereafter, peaceably and quietly enter into, have, hold and enjoy the said Premises hereby enfranchised, and receive and take the Rents, Issues and Profits thereof, to his and their own Use, without any the Let, Suit, Disturbance or Interruption, of or by the said T. P. his Heirs and Assigns, and any other Person or Persons, claiming or to claim, by, from or under him the said T. P. or W. P. deceased, or any of his Ancestors, and that free and clear, and freely and clearly acquitted and discharged, of and from all Fines, Quit-Rents, Court-Fines, Heriots, Duties, Suit, Services, Grants, Bargains, Sales, Mortgages, Judgments, Executions, and all other Titles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered by the said T. P. and W. P. his Father, or any of his Ancestors: And lastly, the said T. P. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said C. R. his Heirs and Assigns, that he the said T. P. his Heirs and Assigns, and all other Persons claiming or to claim, by, from or under him, or W. P. his Father, or any of his Ancestors, shall and will from Time to Time and at any Time, within the Space of seven Years next ensuing the Date of these Presents, at the Request, Costs and Charges of the said C. R. his Heirs and Assigns, do or cause to be done any further and other lawful and reasonable Act, Matter or Thing, for the further and better assuring, or enfranchising and conveying the said Premises hereby granted, or intended so to be, to and to the Use of the said C. R. his Heirs
4 and

Exceptions.

An Exception in a Bargain and Sale, being a Mortgage.

THIS Indenture made, *Uc.* [*Recite a Bond,*] (1.)
Whereas the said *W. G.* the Father, and *W. G.*
the Son, have taken up and borrowed of the
said *F. L.* and *J. F.* the Sum of 2000 *l.* of, *Uc.* and
for securing the Repayment thereof, with Interest after
the Rate of 5 *l. per Cent. per Annum*, by their Bond or
Writing obligatory, by equal Date herewith, stand
bound to the said *F. L.* and *J. F.* in the penal Sum of
4000 *l.* conditioned for the Payment of 2000 *l.* as
therein is mentioned. Now, *Uc.* this Indenture wit-
nesseth, that for securing the said Sum of 2000 *l.* and
Interest, and in Consideration of the Sum of 10*s.* a-piece,
to the said *W. G.* the Father, and *W. G.* the Son in Hand, *Uc.*
the Receipt whereof is hereby acknowledged; and for
divers, *Uc.* hereunto especially moving, they the said
W. G. the Father, and *W. G.* the Son, have and each of
Z z z them

them hath granted, bargained and sold, &c. [*as in other Mortgages, where no Bond is mentioned before,*] [*In the Covenant free from Incumbrance,*] a Term of ninety-nine Years, of and in the said Premises (*inter alia,*) granted to *W. M.* and *H. N.* if the said *W. G.* the Father, shall so long live; which said Term as to the said Manors and Premises hereby granted, bargained and sold, it is agreed shall be assigned to *R. W.* of, &c. in Trust for the said *F. L.* and *J. F.* and their Heirs, for the better securing the said principal Sum of 2000 *l.* and Interest as aforesaid, only excepted and foreprized; and also that if any Default shall happen to be made in Payment of the said Sum of 2100 *l.* or any Part thereof contained to the Tenor of the said proviso and Covenant, that the said, &c. [*as in others,*] for further Assurance, and for quiet Enjoyment, till Default of Payment.

Exceptions, &c. in Leases.

(2.) **E**XCEPT and always reserved out of this present Demise unto the said *A. E.* her Executors, Administrators, Tenants and Assigns, during the Term herein after granted, free Use, Privilege and Liberty of all Waters and Watercourses, Sinks and Drains, to and from all or any of the said *A. E.*'s Premises adjoining, to pass and go through the said hereby demised Premises, or any Part thereof, as hath heretofore been used and accustomed; To have and to hold, &c.

Head Tenant. Shall and will peaceably and quietly leave, surrender and yield up unto the said *A. E.* her Executors or Assigns, or such other Person or Persons to whom the Reversion and Remainder of the said Premises shall then of Right belong or appertain, without Contradiction in any wise, with all such Goods, Implements and Things remaining

remaining, standing, fixed and being, in and about the above demised Premises, or any Part thereof, as are herein after particularly mentioned and expressed, and that in as good Case and Condition as the same now are and be, reasonable Use and Wearing of the same in the mean Time only excepted; and further that it shall and may be lawful, as well to and for the said A. E. her Executors, Administrators and Assigns, as also to and for the said Wardens or Keepers of London Bridge, and Clerk Comptroller of the Work of the same Bridge, for the Time being, with such Artificers, &c.

And lastly, It is agreed by and between the said Parties to these Presents, that the Goods, Implements and Things remaining and being, in and about the said demised Premises, and are to be delivered with the same at the Expiration of the above granted Term, are as follows, *viz.* In the Dining Room, a Beaufet and Wainscot, a Marble Hearth and Dutch Tiles in the Chimney, In, &c. *In Witness, &c.*

The Goods referred to by the foregoing Part of the Lease.

Exceptions. Vide Conveyances 1, 2.

Exchange.

Exchange of Lands held by Chattel Lease.

THIS Indenture made, &c. between A. R. of, &c. (1.)
of the one Part, and C. W. of, &c. of the other
part, witnesseth, that the said A. R. hath given
and granted, and by these Presents doth give and grant
unto the said C. W. all that Messuage, &c. situate, ly-
ing

ing and being, *Uc.* bounded, *Uc.* in the Possession of, *Uc.* To have and to hold the said Messuage or Tenement and Premises herein before mentioned, with the Appurtenances, unto the said *C. W.* his Executors, Administrators and Assigns, for and during the Term of ninety-nine Years, next and immediately ensuing, and fully to be compleat and ended, if the said *A. R.* *Uc.* or any or either of them shall happen so long to live, in Exchange for one Messuage or Tenement, lying, *Uc.* bounded, *Uc.* in the Possession of, *Uc.* for which Consideration the said *C. W.* hath given and granted, and by these Presents doth give and grant unto the said *A. R.* the said Messuage or Tenement and Premises last above mentioned, with the Appurtenances; To have and to hold the said Messuage, or Tenement and Premises last above mentioned, with the Appurtenances, unto the said *A. R.* his Executors, Administrators and Assigns, for and during the Term of ninety-nine Years, next and immediately ensuing, fully to be compleat and ended, if he the said *A. R.* *Uc.* or any or either of them shall happen so long to live, in Exchange of and for the said Messuage, or Tenement and Premises first above mentioned, and the said *A. R.* for himself, his Executors and Administrators, doth covenant and grant to and with the said *C. W.* his Executors and Administrators, that he the said *C. W.* his Executors, Administrators and Assigns, shall and may from Time to Time and at all Times, during the said Term hereby granted, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage, or Tenement and Premises first above mentioned, without the Let, Suit, Trouble, Hindrance, Molestation, Interruption or Disturbance, of him the said *A. R.* his Executors, Administrators and Assigns, and every of them; and of all and every other Person and Persons whatsoever, claiming from, by or under him, them, or any of them, and the said *C. W.* for himself, his Executors and Administrators, doth covenant and grant to and with the said *A. R.* his Ex-

ecutors and Administrators, that he the said *A. R.* his Executors, Administrators and Assigns, shall and may, from Time to Time and at all Times, during the said Term hereby granted, peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage, or Tenement and Premises last above mentioned to be, situate, &c. without the Let, Suit, Trouble, Hindrance, Molestation or Denial, of him the said *C. W.* his Executors, Administrators and Assigns, and every of them, and of all and every other Person and Persons whatsoever, claiming in, by, from or under him or them, or any of them. *In Witness, &c.*

An Exchange of Lands in Fee.

THIS Indenture made, &c. between *A. B.* of, &c. of (1.)
the one Part, and *C. D.* of, &c. of the other Part, witnesseth, that the said *A. B.* hath given, granted and confirmed, and by these Presents doth give, grant and confirm unto the said *C. D.* all that, &c. To have and to hold the said Close of *W. W.* hereby given, granted and confirmed, or mentioned or intended so to be, and every Part and Parcel thereof, with the Appurtenances, unto the said *C. D.* his Heirs and Assigns for ever, in Exchange for the Close of, &c. herein after, in and by these Presents mentioned to be given and granted, in Exchange by the said *C. D.* And this Indenture further witnesseth, that the said *C. D.* for the Consideration aforesaid, hath given, granted and confirmed, and by these Presents doth fully, freely and absolutely give, grant and confirm unto the said *A. B.* all that Close of Pasture Ground, &c. To have and to hold the said Close of Pasture Ground and Premises above mentioned to be given and granted by me the said *C. D.* with the Appurtenances, unto the said *A. B.* his Heirs and Assigns for
A a a a ever,

ever, in Exchange for the Close of *W. W.* before mentioned to be given and granted in Exchange by the said *A. B.* and the said *A. B.* for himself, his Heirs and Assigns, doth covenant, promise and grant to and with the said *C. D.* his Heirs and Assigns by these Presents, that he the said *C. D.* his Heirs and Assigns, shall, or lawfully may, from Time to Time and at all Times hereafter for ever, peaceably and quietly enter into, have, hold, and enjoy the said Close of Meadow Ground, and Premises before mentioned, or intended to be hereby given and granted by the said *A. B.* with the Appurtenances, without any Let, Interruption, Charge, Claim, Disturbance or Incumbrance whatsoever, of or by him the said *A. B.* his Heirs or Assigns, or of or by any other Person or Persons whatsoever, claiming or to claim, by, from or under him or them, or any of them. [*Here add the like Covenant from C. D. to A. B. peaceably to enjoy the Close of Pasture.*] Provided always, and the said Parties to these Presents, for themselves, their Heirs and Assigns, do covenant, grant and agree, each with the other by these Presents, that if it shall happen, that either of the said Closes, or any Part thereof, to be at any Time hereafter lawfully evicted or taken away, out of the Possession of either of the said Parties, their Heirs or Assigns, contrary to the true Intent and Meaning of these Presents, by any former Right or Title, or by the Heirs or Assigns of either of the said Parties, so as the said Exchange cannot continue, that then and from thenceforth, the said Gifts, Grants and Confirmations, in Exchange of either of the said Parties, touching the Premises given in Exchange, shall be void and of none Effect; and that then and from thenceforth it shall and may be lawful to and for either of the said Parties, their Heirs or Assigns, after such Ejection, Eviction, or taking away of the Possession of the said Premises as aforesaid, to enter into his or their Lands, so by him or them given or granted in Exchange as aforesaid, and the same to have again as in his and their former

Estate ;

Estate; any Thing herein contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

Feoffment. Vide Deed 1.

Fine. Vide Deed 7.

Grant.

A Grant of an Annuity. One sells all her Right in Stock to another, who in Consideration thereof grants an Annuity. Two Parts, because two Grants.

THIS Indenture made, &c. between S. H. of, (1.)
 &c. Spinster, of the one Part, and T. T. of,
 &c. of the other Part, Witnesseth, that the
 said S. H. for and in Consideration of the Affection she
 beareth towards the said T. T. and also in Consideration
 of the Annuity or yearly Sum of 194 *l.* to her the said
 S. H. yearly to be paid by the said T. T. his Executors
 and Administrators, during the Term of the natural
 Life of the said S. H. herein after granted, bargain-
 ed and sold to the said S. H. or her Assigns, or men-
 tioned or intended so to be, and in Consideration of
 the Sum of 5 *s.* of, &c. to the said S. H. in Hand paid by
 the said T. T. at or before the Ensealing and Delivery of
 these Presents, the Receipt whereof is hereby acknow-
 ledged, and for other good Causes and Consideration her
 hereunto moving, hath given, granted, bargained and
 sold, and by these Presents doth give, grant, bargain
 and sell unto the said T. T. his Executors and Admin-
 istrators, all the Right, Title, Interest, Claim, Pro-
 perty,

perty, Share and Demand of her the said *S. H.* of, in and to 7240 *l.* in the Stock or Fund, called or known by the Name of the Orphans Debt, *London*, and also of, in and to the Sum of 477 *l.* 3 *d.* formerly also in the said Stock or Fund, and which was paid off and discharged by the City of *London* aforesaid, on or about the 14th Day of *January*, and which said several Sums of 7240 *l.* and 477 *l.* 3 *d.* were late Part of the personal Estate of *D. R. H.* deceased, Brother of the said *S. H.* and amongst other Things devised to them the said *S. H. T. T.* in and by the last Will and Testament of the said *D. R. H.* in manner therein mentioned and expressed; To have, hold and enjoy the same and every Part and Parcel thereof to him the said *T. T.* his Executors and Administrators, to and for the only Use and Behoof of him the said *T. T.* his Executors and Administrators. And this Indenture further witnesseth, that the said *T. T.* for and in Consideration of the Grant and Sale, of the Interest of her the said *S. H.* of, in and to the said 7240 *l.* and also of, in and to the said 477 *l.* 3 *d.* as aforesaid, and also in Consideration of the Sum of 5 *s.* of, &c. to the said *T. T.* in Hand paid, by the said *S. H.* at or before, &c. the Receipt whereof is hereby acknowledged, and for other good Causes and Considerations her hereunto moving, hath given, granted, bargained and sold, and by these Presents doth give, grant, bargain and sell unto the said *S. H.* and her Assigns, one Annuity or yearly Sum of 194 *l.* To have, perceive, take and enjoy the same Annuity to her the said *S. H.* and her Assigns, for and during the Term of the natural Life of her the said *S. H.* the same to be paid to the said *S. H.* or her Assigns yearly, for and during the Term aforesaid, at or in the House in which the said *S. H.* now dwelleth, in the Town of *W.* aforesaid; the first Payment thereof to be made on the Feast of St. *John* the Baptist, next ensuing the Date of these Presents, and so from thenceforth to continue, and yearly to be paid to the said *S. H.* or her Assigns,

Assigns, during the natural Life of the said *S. H.* as aforesaid, and the said *T. T.* doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise and agree to and with the said *S. H.* her Executors, Administrators and Assigns, in Manner following, that is to say, that he said *T. T.* shall and will, yearly and every Year, well and truly pay, or cause to be paid unto the said *S. H.* or her Assigns, the said Annuity or yearly Sum of 194 *l.* and every Part and Parcel thereof, in Manner and Form aforesaid, according to the Tenor, Purport, Intention and true Meaning of these Presents: And further also, that in Case the said *S. H.* shall survive the said *T. T.* and that the said *T. T.* shall not, at the Time of his Decease, have either Wife or Child living, that then and in such Case, the Executors or Administrators of the said *T. T.* shall pay or cause to be paid unto the said *S. H.* within six Months next after the Decease of the said *T. T.* having no Wife or Child at such Time as aforesaid, the Sum of 1500 *l.* of, &c. Provided always, and it is hereby agreed and declared, and is the true Intent and Meaning of the Parties to these Presents, that from and after the Payment of the said 1500 *l.* in Manner aforesaid, to the said *S. H.* 40 *l.* Part of the said Annuity of 194 *l.* shall cease, determine, and be no longer paid, and the Annuity, that shall from thence after be yearly paid to the said *S. H.* by the Executors and Administrators of the said *T. T.* during the natural Life of the said *S. H.* shall be the yearly Sum of 154 *l.* of lawful Money of *Great Britain*, and which shall be in Lieu and Satisfaction of the said Annuity of 194 *l.* and shall be paid at the Times, and in the Manner, as the said herein before mentioned Annuity of 194 *l.* is made payable. *In Witness, &c.*

A Grant of an Annuity to commence after the Death of the Grantor, in Case the Grantee be then alive, and not otherwise.

- (2.) **T**HIS Indenture made, &c. between C. W. of, &c. Esq; of the one Part, and C. D. of, &c. of the other Part, Witnesseeth, that as well for and in Consideration of the past faithful Services of the said C. D. towards the said C. W. and for securing a Provision immediately from and after the Death of the said C. W. for the Maintenance and Support of the said C. D. during his Life, in Case he the said C. D. shall survive the said C. W. as for and in Consideration of the Sum of 10 s. of, &c. to the said C. W. in Hand paid, by the said C. D. at or before, &c. the Receipt, &c. and for divers, &c. he the said C. W. hath given, granted and confirmed, and by these Presents doth give, grant and confirm unto the said C. D. one Annuity or yearly Rent-Charge of 500 l. of lawful Money of *Great Britain*, to be issuing and going out of all and every the Messuages, Farms, Lands, Tenements, Hereditaments, and real Estate whatsoever, of the said C. W. situate, lying and being in the County of B. To have, hold, perceive, receive, take and enjoy the said Annuity, or yearly Rent-Charge of 500 l. unto the said C. D. and his Assigns, from and immediately after the Death of the said C. W. for and during the Term of the natural Life of the said C. D. the said Annuity or yearly Rent-Charge of 500 l. to be payable and paid yearly in the *Inner Temple Hall, London*, without any Deduction, Default or Abatement, for or by Reason of any Charges of Return, or any Taxes, Charges or Assessments whatsoever, imposed or be imposed on the said annual Sum of 500 l. or on the Lands charged with the Payment thereof, or on the said C. D. in Respect thereof, by Authority of Parliament, or otherwise howsoever, at the four most usual Quarter-Days

or Times of Payment in the Year, that is to say, at *Lady-day, Midsummer, Michaelmas and Christmas*, by equal Portions; the first Payment to begin and be made on such of the said Days or Times of Payment, as shall first and next happen after the Death of the said C. W. and the said C. W. for his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said C. D. and his Assigns by these Presents, that if it shall happen that the said Annuity or yearly Rent-Charge of 500 *l.* or any Part thereof shall be behind or unpaid, by the Space of 30 Days next over or after any of the said quarterly Days or Times of Payment thereof, as aforesaid, that then and so often it shall and may be lawful to and for the said C. D. and his Assigns, during the Term of his natural Life, in Case he the said C. D. shall survive and outlive the said C. W. into and upon the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises, charged with the Payment of the said Annuity or yearly Rent-Charge of 500 *l.* as aforesaid, and into and upon every, or any Part or Parcel thereof, to enter and distrain, and the Distress and Distresses then and there found to take, lead, drive, carry away and impound, and in Pound to detain and keep, until the said C. D. and his Assigns shall be fully satisfied, and paid the yearly Sum or Rent-Charge of 500 *l.* and every Part thereof, and all Arrearages thereof, (if any be) and in Case the said yearly Sum or Rent-Charge of 500 *l.* or any Part thereof, shall be behind and unpaid, by the Space of forty Days next over or after any of the said Quarter-Days or Times of Payment, whereon the same ought to be paid as aforesaid, that then and in such Case, it shall and may be lawful to and for the said C. D. and his Assigns, during the Term of his natural Life, in Case he the said C. D. shall survive and out-live the said C. W. as aforesaid, into the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises, charged with the said yearly Sum or Rent-Charge of 500 *l.* as aforesaid, and every or any Part thereof,

to

to enter, and the Rents, Issues and Profits thereof to receive and take, until he and they shall therewith and thereby be fully paid and satisfied the said yearly Sum or Rent-Charge of 500 l. and every Part thereof, and all Arrearages thereof, together with his and their Costs, Charges and Damages expended or sustained, by Reason of the Nonpayment thereof. *In Witness, &c.*

A Grant and Demise of Lands, the Inheritance of the Wife's, by Husband and Wife, to Mr. G. for the separate Use of the Wife, during the joint Lives of the Husband and Wife.

- (3.) **T**HIS Indenture made, &c. between D. W. of, &c. Gent. and S. his Wife, one of the Grandaughters of W. G. late of, &c. Chirurgeon, deceased, of the one Part, and H. G. of, &c. of the other Part: Whereas, previous to and upon the Intermarriage of the said D. W. with the said S. his now Wife, it was agreed between them, that the Messuages, Lands and Hereditaments therein after mentioned, being the proper Inheritance of her the said S. given and devised to her by the said W. G. her Grandfather, should be conveyed, settled and assigned to the sole and separate Benefit of the said S. during her Coverture between them, and so and in such Manner as that she and her Assigns might receive the Rents, Issues and Profits thereof, for her sole and separate Use, exclusive of her said Husband, and wherewith he should have no Power to intermeddle. Now this Indenture witnesseth, that in Pursuance of the said recited Agreement, and for and in Consideration of the Love and Affection, which the said D. W. hath and beareth to the said S. his Wife, and for and in Consideration of the Sum of 10 s. of lawful Money of *Great Britain*, to the said D. W. and S. his Wife in Hand paid, by the said H. G. at or before the Ensealing
- and

Recital.

and Delivery of these Presents, the Receipt whereof is hereby acknowledged, they the said *D. W.* and *S.* his Wife have, and each of them hath granted, bargained, sold and demised, and by these Presents do, and each of them doth grant, bargain, sell and demise unto the said *H. G.* his Executors, Administrators and Assigns, all that Messuage or dwelling House in *B.* aforesaid, in the said County of *B.* wherein the said *W. G.* formerly dwelt, together with the Barn, Stable, Orchard and Garden thereunto belonging, and also all that Piece of Meadow Ground, situate, &c. all which said Messuage, Garden, Orchard, &c. and also all Ways, &c. Timber, &c. whatsoever, to the said Messuage, &c. or any Part thereof belonging, &c. Let, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the aforesaid Premises, and of every Part and Parcel thereof; To have and to hold the said Messuage or dwelling House, Barn, Stable, &c. and all other the Premises herein before mentioned, or intended to be hereby granted and demised, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *H. G.* his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during the full Time and Term, and unto the full End and Term of ninety-nine Years from thence next ensuing, and fully to be compleat and ended, if they the said *D. W.* and *S.* his Wife, shall both of them jointly so long live, upon such Trusts, nevertheless, and to and for such Intents and Purposes, as are herein after mentioned, declared and expressed concerning the same, (that is to say,) upon this special Trust and Confidence, that he the said *H. G.* his Executors, Administrators and Assigns, do and shall from Time to Time and at all Times hereafter, during the said Term, determinable as aforesaid, pay, apply and dispose of the Rents, Issues and Profits of the Premises, as the same shall from Time to Time arise and be received, unto such Person or Persons, and for

*Grant and
Demise.*

Habendum.

Trust.

C c c c

such

Receipts, sufficient Discharges.

Covenant, done no Act to incumber.

such Uses and Purposes, and in such Parts and Proportions, Manner and Form as she the said S. from Time to Time, notwithstanding her Coverture, shall by any Note or Writing under her Hand, direct or appoint, and for Want of and until such Direction or Appointment, then to the proper Hands of her the said S. or otherwise, shall permit her to receive the same, to and for her own sole and separate Use and Benefit, and her Receipt or Receipts alone, notwithstanding her Coverture, shall be a sufficient Discharge from Time to Time, to the Person or Persons so paying the same, for so much thereof for which such Receipts shall be given, to the Intent that the same Rents, Issues and Profits, or any Part thereof, may not be at the Disposal of, or subject or liable to the Controul, Debts, Forfeitures or Engagements of the said D. W. but only to and for her own sole and separate Use, Benefit and Disposal, and to, for and upon no other Use, Trust, Intent or Purpose whatsoever; and the said D. W. for himself, his Heirs, Executors, Administrators and Assigns, and for the said S. his Wife, doth covenant, promise and grant to and with the said H. G. his Executors, Administrators and Assigns by these Presents, that he the said D. W. and S. his Wife, have not, nor either of them hath, directly or indirectly made, done or committed, or suffered any Act, Matter or Thing whatsoever, whereby the said Messuage, or Tenement and Premises hereby granted and demised as aforesaid, are or may be charged, impeached or incumbered in Title or Estate, in any Manner of Ways whatsoever, (Except one Indenture of Lease bearing Date the twenty-ninth Day of February, An. Dom. 1731, made and granted by the said D. W. and S. his Wife, unto E. G. of, &c. Spinster, of the said Messuage or Tenement, Land and Premises, in Consideration of the Sum of one Hundred Pounds, to them by her paid, for the Term of fifteen Years, commencing from the Feast-Day of the Birth of our Lord *Christ* then last past, before the Date thereof, at

and

and under the yearly Rent of forty Shillings, payable Quarterly. *In Witnesses, &c.*

Grant. Vide **Consent.** 1. **Lease** 5.

Husband and Wife. Vide **Conveyances** 19, 20. **Grant** 1. **Lease** 3. **Release** 8.

Incumbrances. Vide **Affidavit** 1, 3. **Assignment** 10, 12.

Indemnify. Vide **Bond** 4. **Condition** 3, 4, **Conveyances** 19, 20. **Deed** 6. **Demise** 1.

Indorsement. Vide **Assignment** 1, 5, 8, 10. **Declaration** 3. **Lease** 2. **Memoandum** 1. **Surrender** 10.

Instructions.

Instructions for drawing an Assignment of a Term by an Administratrix, cum Testamento annexo.

THIS Indenture made, &c. between G. N. of, &c. and J. his Wife, Administratrix of, &c. of the one Part, and J. W. of the other Part, [Recite, &c.] And whereas the said (the Person to whom J. is Administratrix,) is since dead, having first made his Last Will and Testament in Writing, and thereof constituted E. his Wife, sole Executrix. And whereas the said E. (the Wife,) died before she could prove the said Will, whereby the said A. B. (the Testator,) dying Intestate

(1.)

Intestate, Letters of Administration, *cum Testamento annexo*, of the said A. B. (the Testator) were granted to the said J. his Daughter, who by Virtue thereof, and the said J. N. in the Right of the said J. his Wife, are become legally possessed.

Interest. Vide Bond 5.

Intestate Estates. Vide Bond 4. Letter of Attorney 4.

Jointure.

An additional Jointure of a Lease.

- (1.) **T**HIS Indenture made, &c. between Sir T. C. Knt. of, &c. of the one Part, and T. B. of, &c. and P. L. of, &c. of the other Part: Whereas the Right Reverend Father in God, T. by the Divine Providence Lord Bishop of R. Dean of the Cathedral Church of St. P. in W. and the Chapter of the said Church, by their Indenture bearing Date, &c. and made between the said Dean and Chapter of the one Part, and the said Sir R. C. of the other Part, for the Consideration therein mentioned, did demise, &c. for them and their Successors unto the said Sir T. C. all, &c. To have and to hold the said, &c. from, &c. for and during, &c. from thence next ensuing, &c. yielding and paying therefore yearly, during the said Term, unto the Dean and Chapter and their Successors, the Sum of, &c. at, &c. by even and equal Portions, and at, by and under the several other Reservations, Covenants and Conditions, in and by the said recited Indenture of

of Lease mentioned and reserved, as in and by the same, Relation being, &c. may appear. Now this Indenture witnesseth, that the said Sir T. and for the further Increase of the Jointure of D. P. C. now Wife of the said Sir T. C. in Case she happen to survive him, and for the settling the Premises on the Children of the said Sir T. C. by the said D. P. his Wife, from and after the Death of him the said Sir T. C. and the said P. his Wife, and for divers other good Causes, &c. hath bargained, sold, assigned and set over, and by these Presents doth, &c. over unto the said Sir T. B. and P. L. their Executors, Administrators and Assigns, and the Executors, Administrators and Assigns of the Survivor of them, the said Messuages, &c. with their and every of their Rights, Members, &c. whatsoever, in and by the said recited Indenture demised, or meant, mentioned or intended to be demised, together with the said recited Indenture, and all the Estate, Right, Title; Interest, Term of Years, Claim and Demand whatsoever, of him the said Sir T. C. of, in or to the same, every or any Part thereof, by Force, Virtue or Means of the said recited Indenture of Lease, or otherwise howsoever; To have and to hold the said Messuage, &c. and all other the Premises by the said recited Indenture granted, and by these Presents assigned, or meant or intended to be thereby granted, and hereby assigned, with their and every of their Rights, Members, &c. whatsoever, unto the said Sir T. B. and P. L. and the Survivor of them, and his and their, and either of their Executors, Administrators and Assigns, and every of them, from the Day of the Date hereof, for and during all the Rest and Residue of the said Term of, &c. by the said recited Indenture of Lease granted, yet to come and unexpired, by and under the Rents, Covenants, Conditions and Agreements, Proviso's, and herein and in the said recited Indenture of Lease mentioned and contained; nevertheless upon special Trust and Confidence in them the said Sir T. B. and P. L. and either of them reposed,

D d d d

that

that they permit and suffer him the said Sir T. C. and his Assigns to have and receive the Rents, Issues and Profits of all and singular the said Premises, without rendring any Account for the same, for and during so many Years of the said Term unexpired, as he shall happen to live, and from and after his Decease, upon the like special Trust and Confidence in them the said Sir T. B. and P. L. and either of them reposed, that they the said Sir T. B. and P. L. and the Survivor of them, and his, and their, and either of their Executors, Administrators and Assigns, from and after the Decease of the said Sir T. C. shall likewise permit and suffer the said D. P. C. and her Assigns, to have and receive, [*as above,*] as she shall happen to live, and from and after the Decease of the said P. C. upon the like special Trust and Confidence [*as above,*] for Sir T. C. and P. C. shall likewise permit and suffer L. S. C. fourth Son of the said Sir T. C. and D. P. his Wife, and the Heirs of his Body lawfully begotten; and in Default of such Issue, from and after the Decease of the said L. C. do permit and suffer J. S. C. third Son of, &c. [*with like Words, as for L. S. C.*] without rendring, &c. for and during the Rest and Residue of the said Term of, &c. and which shall be then to come and unexpired: Provided always, and it is the true Intent and Meaning of these Presents, that such Parcel of the Premises, as were lately leased by Sir R. C. to, &c. by Indenture of Lease, bearing Date, &c. for the Term of, &c. from, &c. at the Rent of, &c. *per Annum*, as also such other Parcel [*as above,*] to, &c. by Indenture, &c. for, &c. from, &c. at the Rent of, &c. or any Lease or Leases thereafter to be made by the said Sir T. C. of the same Premises so leased as aforesaid, to the said B. and D. under the like Rent and Covenants, contained in the said respective Lease or Leases, shall remain, continue and be in their full Force and Virtue, as if these Presents had never been had or made; any Thing herein before contained to the contrary notwithstanding; Provided also further,

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and

and it is the true Intent and Meaning of these Presents, and of all the Parties to the same, that it shall and may be lawful to and for the said Sir T. C. and D. P. his Wife, jointly at any Time hereafter, at their will and Pleasure, to cancel, revoke or make void these Presents, and every Thing herein contained by such Ways or Means, and at such Times and at all Times, as they, during their joint natural Lives, shall think fit and convenient; any Thing herein before contained to the contrary in any wise notwithstanding. *In Witness, &c.*

An additional Jointure and Provision for a second Son, with a Power to revoke the Estate limited to the Son.

THIS Indenture made, &c. between Sir H. H. of, (2.)
&c. Bart. and Dame B. his Wife, of the one Part, and J. W. of, &c. Gent. of the other Part, witnesseth, that the said Sir H. H. for the making an additional Jointure for the said Dame B. H. his Wife, for her more comfortable Support, and out of his real Love and Affection to her, and to M. H. his second Son, and for and in Consideration of the Sum of 10 s. of lawful Money to him in Hand paid, by the said J. W. at and before &c. the Receipt whereof is hereby acknowledged, and for other good Causes and Considerations him hereunto especially moving, he the said Sir H. H. hath granted, bargained, sold, assigned, released and confirmed, and by these Presents doth grant, &c. unto the said J. W. (in his actual Possession, &c.) and to his Heirs, all, &c. and the Reversions, &c. and all the Estate, &c. of the said Sir H. H. in and to the same; To have and to hold the said capital Messuage, Lands, Tenements, Hereditaments, and all and singular other the Premises unto the said J. W. his Heirs and Assigns, to the several
Uses,

Uses, Intents and Purposes, and subject to the Provisoes, Limitations and Agreements herein after mentioned, declared and expressed, (that is to say) To the Use and Behoof of the said Sir *H. H.* and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and from and after his Decease, then to the Use, Intent and Purpose, that the said *B. H.* Wife of the said Sir *H. H.* shall and may have, receive and take yearly and every Year, during the Term of her natural Life, the annual Sum or yearly Rent-Charge of 200 *l.* to be issuing and going out of all the said capital Messuage, Lands, Tenements, Hereditaments and Premises hereby granted or intended so to be, the said annual Sum or yearly Rent-Charge of 200 *l.* to be paid half-yearly, at *Michaelmas* and *Lady-Day*, by equal half-yearly Payments, without any Deduction or Abatement, for or by Reason of any Taxes, Assessment, or any other Impositions of any Kind assessed or imposed, or at any Time hereafter to be assessed or imposed on the said annual Sum of 200 *l.* by Authority of Parliament, or otherwise howsoever; the first Payment to be made on such of the said Feasts as shall next happen after the Death of the said Sir *H. H.* and to this further Use, Intent and Purpose, that if it shall happen the said yearly Sum or Rent-Charge of 200 *l.* or any Part thereof shall be behind and unpaid by the Space of twenty Days, &c. [*as in other Annuity,*] and in Case the said annual Sum of 200 *l.* or any Part thereof shall be behind and unpaid by the Space of thirty Days, &c. [*as in other Annuity,*] and as for, touching and concerning the said capital Messuage, Lands, Tenements, Hereditaments and Premises, so charged and chargeable with the said annual Sum of 200 *l.* as aforesaid, to the Use and Behoof of *M. H.* second Son of Sir *H. H.* and the Heirs Males of the Body of the said *M. H.* lawfully to be begotten; and for want of such Issue, charged and chargeable as aforesaid, to the Use and Behoof of the said Sir *H. H.* his Heirs and Assigns

for ever: Provided always, and it is hereby declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said Sir *H. H.* from Time to Time, during the Term of his natural Life, by any Writing or Writings under his Hand and Seal, attested by two or more credible Witnesses, to make any Lease or Leases, of such Part of the Premises as have anciently and usually been leased for Life or Lives, or any Term or Number of Years; determinable upon one, two or three Lives; to any Person or Persons, for one, two or three Life or Lives, or any Term or Number of Years, determinable on one, two or three Life or Lives, in Possession, Reversion, or by Way of future Interest, yet so as there shall never be above three Lives in Being in any one Lease; and so as the ancient Rent be reserved, and the Lessees execute Counterparts of such Leases: Provided also, that it shall and may be lawful to and for the said Sir *H. H.* from Time to Time during his natural Life, by any Writing under his Hand and Seal, or by his Last Will and Testament in Writing, to revoke and make void the Estate hereby limited to the said *M. H.* and the Heirs Male of his Body lawfully to be begotten, and to limit the said Premises, or any Part thereof, charged and chargeable as aforesaid, to any other Person or Persons whatsoever, and for such other Use and Uses, Intents and Purposes, and with Power of Revocation, or without and in such Manner and Form as he the said Sir *H. H.* shall think fit, any Thing herein before contained to the contrary thereof in any wise notwithstanding: And the said Sir *H. H.* for himself, his Heirs and Assigns, doth covenant, promise and grant, to and with the said *J. W.* his Heirs and Assigns by these Presents, that he the said Sir *H. H.* is seised of the said Premises in Fee-simple, and hath good Power, lawful and absolute Authority to grant the same, to the several Uses herein before mentioned, declared and expressed; and that the said Dame *B. H.* and her Assigns, shall and may peaceably

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ably and quietly have, hold, enjoy and receive the said annual Rent-Charge of 200 *l.* a Year, during her natural Life, without any the Let, Suit, Disturbance, Interruption or Incumbrance of the said Sir *H. H.* his Heirs or Assigns, or any claiming or to claim by, from or under him, or by his Means, Assent, Privity or Procurement: And lastly, that the said Sir *H. H.* his Heirs and Assigns, shall and will, at the Request, Costs and Charges of the said *J. W.* his Heirs and Assigns, do or cause to be done, any further or other lawful and reasonable Act, Matter or Thing, for the further and better assuring the said annual Sum of 200 *l.* to the said Dame *B. H.* for her Life as aforesaid, as by the said *J. W.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required. *In Witness, &c.*

Jointure. Vide Demise 2. Sale 1.

Lease.

A Lease of a Brewhouse.

(1.) **T**HIS Indenture made, &c. between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, witnesseth, that the said *A. B.* for and in Consideration of the yearly Rent and Covenants hereafter, in and by these Presents reserved, mentioned and contained on the Part and behalf of the said *C. D.* his Executors, Administrators and Assigns, to be paid, done and performed, hath demised, leased and to Farm letten, and by these Presents doth demise, lease and

and to Farm let unto the said *C. D.* all that his Brewhouse, with all and singular the Appurtenances called *N. set*, lying and being in the Parish of *F.* in the County of *S.* together with all and all Manner of Vessels and Utensils to the said Brewhouse belonging, or in any wise appertaining, *viz.* two Horse-Mills, Price, *£c.* and Great Leads, Price, *£c.* one Mash-Fat, Price, *£c.* ten Barrels, Price, *£c.* together with all Manner of Vessels and Utensils for Brewing, and otherwise contained in a certain Schedule hereunto annexed; To have and to hold all and singular the said Brewhouse, and all and singular other the Premises hereby demised or intended so to be with their Appurtenances unto the said *C. D.* his Executors, Administrators and Assigns, from the Feast-Day of *St. Michael* the Archangel last past, before the Date hereof, for and during, and unto the full End and Term of seven Years from thence next ensuing, and fully to be compleat and ended; yielding and paying therefore yearly and every Year, during the said Term of seven Years, unto the said *A. B.* his Executors, Administrators and Assigns, the yearly Rent or Sum of, *£c.* of lawful Money of *Great Britain*, at the four most usual Feast-Days, or Terms of Payment in the Year, (that is to say,) the Feast-Days of the Birth of our Lord *Christ*, the Annunciation of the Blessed Virgin *Mary*, the Nativity of *St. John* the Baptist, and *St. Michael* the Archangel, by even and equal Portions, and the said *C. D.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *A. B.* his Executors, Administrators and Assigns, by these Presents, in Manner and Form following, (that is to say,) that he the said *C. D.* his Executors, Administrators and Assigns, shall and will yearly and every Year, during the said Term hereby demised, well and truly pay or cause to be paid unto the said *A. B.* his Executors, Administrators or Assigns, the said yearly Rent or Sum of, *£c.* in Manner and Form aforesaid; and also that he the said *C. D.* his Executors, Administrators or Assigns

If Freehold, it must be to him and his Heirs.

Assigns, shall and will well and sufficiently maintain, repair, sustain and amend the said Brewhouse, Vessels and Utensils and Premises, during the said Term: Provided always, that if any of the said Vessels or Utensils shall need, during the Term aforesaid, by Means of Oldness to be renewed, that then he the said A. B. his Executors, Administrators or Assigns, shall and will at his and their own proper Costs and Charges, renew all and every such Vessels or Utensils, to be renewed as often as need shall be or require, during the said Term, so that the same be not broken or destroyed by the Default or Negligence of the said C. D. his Executors, Administrators, Servants or Assigns. *In Witness*, whereof the said Parties first above named have to these present Indentures interchangeably set their Hands and Seals the Day and Year first above written.

A Lease from a Parson and Churchwardens, in Consideration of a Surrender of a former Lease, and also in Consideration of Building.

(2.) THIS Indenture, made, &c. between B. W. Doctor in Divinity, Parson of the Parish Church of St. B. the Little, near the *Royal Exchange* in London, and M. B. Citizen and *Clothworker* of London, and J. H. Citizen and *Spectacle-maker* of London, Churchwardens of the said Parish Church, of the one Part, and E. E. of, &c. of the other Part, witnesseth, that the said Parson and Churchwardens, by and with the Assent, Consent and Agreement of the major Part of the most ancient and discreet Parishioners of the said Parish, as well for and in Consideration of the Surrender of one Indenture of Lease bearing Date the 10th Day of *July*, which was in the Year of our Lord one Thousand, &c. made by and from R. B. Doctor in Divinity, then Parson

son of the said Parish Church, and *T. B. Citizen and Draper of London*, and *W. J. Citizen and Merchant Taylor of London*, the then Churchwardens of the said Parish Church, unto the said *E. E.* of the Premises hereafter in and by these Presents demised, to be cancelled and made void; and for and in Consideration of the Sum of 5 *l.* of, *£c.* to them in Hand paid, at and before the Ensealing and Delivery of these Presents by the said *E. E.* to and for the Use and Behoof of the Parishioners of the said Parish, to be disposed of at their Discretions; and for and in Consideration of the new erecting and building of the Premises hereafter by these Presents demised, by the said *E. E.* as hereafter, in and by these Presents, is mentioned, as also for and in Consideration of the yearly Rent of, *£c.* and the Covenant and Agreements herein after mentioned to be paid, done and performed, have demised, leased, set and to Farm let, and by these Presents do demise, lease, set and to Farm let unto the said *E. E.* all that their Messuage or Tenement, *£c.* and now is, or late was in the Tenure or Occupation of the said *E. E.* or his Assigns; To have and to hold the said demised Messuage, or Tenement and Premises hereby demised, with their and every of their Appurtenances, unto the said *E. E.* his Executors, Administrators and Assigns, from the Feast-Day of *St. Michael* the Archangel last past, before the Date hereof, for and during, and unto the full End and Term of sixteen Years from thence next ensuing, and fully to be compleat and ended; yielding and paying therefore yearly and every Year, during the said Term hereby demised, unto the said Parson and Churchwardens, and their Successors, Parsons and Churchwardens of the said Parish Church for the Time being, to and for the Use and Behoof of the Parishioners of the said Parish for the Time being, the Rent or Sum of, *£c.* of lawful Money of *Great Britain*, at the four most usual Feast-Days or Terms of Payment in the Year, (that is to say,) the Feast-Days of the Birth of our Lord *Christ*, the An-

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nunciation of the Blessed Virgin *Mary*, the Nativity of St. *John* the Baptist, and St. *Michael* the Archangel, the first quarterly Payment thereof to begin and be made at the Feast-Day of the Birth of our Lord *Christ*, next ensuing the Date of these Presents; and the said *E. E.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said Parson and Churchwardens, and their Successors, Parson and Churchwardens of the said Parish Church for the Time being, and to and with every of them by these Presents, in Manner and Form following, (that is to say,) that he the said *E. E.* his Executors, Administrators and Assigns or some of them, shall and will well and truly pay or cause to be paid unto the said Parson and Churchwardens, and their Successors, Parsons and Churchwardens of the said Parish Church for the Time being, to and for the Use of the Parishioners of the said Parish for the Time being, the yearly Rent or Sum of, *£*c. of lawful Money of *Great Britain*, at the Days and Times, and in Manner and Form aforesaid, during the said Term hereby demised, and also that he the said *E. E.* his Executors, Administrators and Assigns, or some or one of them, at his, their, or some or one of their own proper Costs and Charges, shall and will from Time to Time and at all Times hereafter, during the said Term, well and sufficiently repair, support, uphold, maintain, amend and keep the said demised Messuage, or Tenement and Premises, in and by all needful and necessary Reparations, Supportations and Amendments, when, where, and as often as Need or Occasion shall be or require; and likewise all the Pavements, Glass Windows, Gutters, Sinks, Drains, Sewers and Wydraughts, belonging to the said demised Premises, shall and will from Time to Time, during the said Term, well and sufficiently pave, glaze, cleanse, cast, scower and amend, when, where, and as often as Need or Occasion shall likewise be or require, at their own like Costs and Charges, and

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the said demised Messuage, or Tenement and Premises, being so well and sufficiently repaired, supported, upheld maintained, amended and kept, and the Pavements, Glasse-Windows, Gutters, Sinks, Drains, Sewers and Wydraughts, being so well and sufficiently paved, glazed, cleansed, cast, scowered and amended, in the End of the said Term hereby demised, or other sooner Determination of this present Lease, (which shall first happen,) shall and will peaceably and quietly leave, surrender and yield up unto the said Parson and Churchwardens, or to their Successors, Parson and Churchwardens of the said Parish Church for the Time being: And further, that it shall and may be lawful to and for the said Parson and Churchwardens, and their Successors, Parson and Churchwardens of the said Parish Church for the Time being, or any of them, or any other of the Parishioners of the said Parish of St. B. with Workmen, in their or any of their Companies, or without twice or oftner, in every Year yearly, during the said Term, at seasonable Times in the Day-Time to enter and come into and upon the said demised Premises, with the Appurtenances, there to view, search and see, whether the same Premises be well and sufficiently repaired, made, amended and kept, as the same ought to be, or not, and of all such Default, Defects or Wants of Reparations, so then and there from Time to Time, by them or any of them found, to give or leave Notice, or Warning in Writing at the said leased Premises, to or for the said E. E. his Executors, Administrators or Assigns, to repair and amend the same Defaults, Defects, and Wants of Reparations, within the Time or Space of three Months then next following, within the Time and Space of which said three Months, he the said E. E. for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said Parson and Churchwardens, and their Successors, Parson and Churchwardens of the said Parish Church for the Time being, well and sufficiently to repair and amend

amend the same accordingly. And moreover, that he the said E. E. his Executors, Administrators and Assigns, or some or one of them, shall and will from Time to Time, and at all Times, during this present Lease, at his and their own proper Cost and Charges, bear, pay and discharge all such Taxes, Duties, Payments, Assessments and Impositions whatsoever, either ordinary or extraordinary, or whether Civil or Military, which shall or may be assessed, taxed or imposed upon him the said E. E. his Executors, Administrators or Assigns, or upon the said demised Premises, or the said Parson and Churchwardens, or their Successors, Parson and Churchwardens of the said Parish Church for the Time being, as Landlord or Landlords of the Premises; and also all Parish Duties, Payments to the Poor, Watch and Ward, Scavengers Wages, and other Payments to grow due, to be paid for or in Respect of the Premises during this present Lease; and of and from all and every the Taxes, Assessments, Payments, Duties and Impositions aforesaid, to grow due to be paid, for or in Respect of the Premises, and of and from all Actions, Suits, Troubles, Costs, Charges, Damages and Demands whatsoever, touching or concerning the same, shall and will clearly acquit and discharge the said demised Premises; and also the said Parson and Churchwardens, and their Successors and Assigns, from Time to Time, and at all Times, during this present Lease. Provided, and it is covenanted, conditioned and agreed, by and between all the said Parties to these Presents, that if it shall happen the said yearly Rent of, &c. to be behind and unpaid, in Part or in all by the Space of ——— Days next over or after any or either of the said Feast-Days, on which the same ought to be paid (being first lawfully demanded,) or if the Repairs of the said demised Premises, shall not be made and done from Time to Time, during the said Term, within the said Time of three Months next after Warning, to be given or left in writing as aforesaid, (according to the Covenant aforesaid of the

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the said E. E. in that Behalf,) that then and at all Times after in either of the said Cafes, it fhall and may be lawful to and for the said Parfon and Churchwardens, and their Succellors, Parfon and Churchwardens of the said Parifh Church for the Time being, into the said demifed Mefluage, or Tenement and Premiffes, with the Appurtenances, or into any Part thereof, in the Name of the whole, wholly to re-enter, and the fame to have again, retain, repoffels and enjoy, as in the former Eftate; this Indenture, or any Thing herein contained to the contrary: And the said E. E. for himfelf, his Executors, Adminiftrators and Affigns, doth further covenant, promife and grant to and with the said Parfon and Churchwardens, and their Succellors, Parfon and Churchwardens of the said Parifh Church for the Time being, and to and with every of them by thefe Prefents, in Manner and Form following, (that is to fay,) that he the said E. E. his Executors, Adminiftrators or Affigns, fhall and will at his and their own proper Cofts and Charges, within twelve Months next enfuing the Date of thefe Prefents, take down the Mefluage or Tenement afore hereby demifed, and in the Place and Stead thereof, within the Time aforementioned, erect and new build one fubftantial Houfe of good Materials; and alfo, that he the said E. E. his Executors, Adminiftrators or Affigns, fhall and will from Time to Time, and at all Times hereafter, from the Day of the Date hereof, and during the said Term hereby granted, well and fufficiently fave, defend and keep harmlefs the said Parfon and Churchwardens of the said Parifh, and their Succellors, Parfon and Churchwardens of the said Parifh Church for the Time being, and every of them, of and from all Indictments concerning irregular Buildings, Incroachments, Jetties and Purprestures of the Mefluage or Tenement afore demifed, and of the Mefluage or Tenement to be erected inftead thereof, and of and from all Trouble, Cofts, Charges, Executions and Damages whatfoever, concerning the fame, or any of

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them, in any Manner of wise; and the said Parson and Churchwardens, for them and their Successors, do covenant and grant to and with the said E. E. his Executors, Administrators and Assigns by these Presents, that he the said E. E. his Executors, Administrators or Assigns, paying the said yearly Rent of, &c. hereby reserved, and observing, performing, paying, fulfilling and keeping all and singular the Covenants, Grants, Payments, Articles and Agreements on his and their Parts to be observed, performed, paid, fulfilled and kept, according to the true Intent and Meaning of these Presents, shall or lawfully may, peaceably and quietly have, hold and enjoy all and singular the Premises hereby demised or intended so to be, with their and every of their Appurtenances, without the Let, Suit or Interruption of the said Parson and Churchwardens, or any or either of them, or of their Successors for the Time being, or of any other Person or Persons, having or lawfully claiming to have any lawful Estate, Right, Title or Interest of, into or out of the said Messuage, or Tenement and Premises, by, from or under them, any or either of them. *In Witness* whereof, the said Parties first above named have to these present Indentures interchangeable set their Hands and Seals, the Day and Year first above written.

The Original.

B. W. Rector,
M. B. }
J. C. } Churchwardens.

Indorsed.

We whose Names are here under witten, Parishioners of the Parish of St. B. within mentioned, do hereby consent and agree to the within written Lease; Witness our Hands the Day and Year first within written.

A Lease from the Husband and Wife of the Wife's Lands.

THIS Indenture made, &c. between W. R. of London, Merchant and U. his Wife, of the one Part, (3.)
and E. H. of, &c. of the other Part, witnesseth, that the said W. R. and U. his Wife, for and in Consideration of yearly Rent and Covenants hereafter, in and by these Presents expressed and reserved by the said E. H. his Executors, Administrators and Assigns, to be paid, done and performed, have demised, leased and to Farm letten, and by these Presents do, demise, lease and to Farm let unto the said E. H. all those their four Closes, &c. Except and always reserved out of this present Demise, unto the said W. R. and U. his Wife, and the Heirs of the said U. all Timber, &c. To have and to hold unto the said E. H. his Executors, Administrators and Assigns, all and singular the said four Closes, and other the Premises hereby demised, with the Appurtenances, (except before excepted,) for and during, and unto the full End and Term of, &c. fully to be compleat and ended; yielding and paying therefore yearly and every Year, during the said Term hereby demised unto the said W. R. and U. his Wife, and the Heirs of the said U. &c. Provided always, that if it shall happen the said yearly Rent of, &c. to be behind, &c. it shall and may be lawful to and for the said W. R. and U. his Wife, and the Heirs of the said U. into the said demised, &c. and the said E. H. for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said W. R. and U. his Wife, and the Heirs of the said U. that he the said E. H. his Executors, Administrators or Assigns, or some of them, shall and will, yearly and every Year during the said Term hereby demised, well and truly pay or cause to be paid unto the

the said *W. R.* and *U.* his Wife, and the Heirs of the said *U.* at the Feast-Days, and in Manner and Form aforesaid, by even and equal Portions. [*Covenant to repair and leave in Repair.*] And to leave and yield up unto the said *W. R.* and *U.* his Wife, and the Heirs of the said *U.* or one of them. *In Witness, &c.*

A Lease for a Year, with two Grants.

- (4.) **T**HIS Indenture made, *&c.* between Sir *J. G.* of, *&c.* Bart. Eldest Son and Heir of Sir *J. G.* late of, *&c.* Bart. deceased, and *F. A.* Spinster, one of the Daughters and Co-heirs of *R. A.* otherwise *B.* late of, *&c.* Esq; deceased, of the one Part, and *M.* of, *&c.* Esq; and *H. G.* of, *&c.* Esq; of the other Part, witnesseth, that for and in Consideration of the Sum of 5 *s.* of lawful Money of *Great Britain*, to the said *F. A.* in Hand well and truly paid by the said *E. M.* and *H. G.* at or before the Enfealing and Delivery of these Presents, the Receipt whereof the said *F. A.* doth hereby acknowledge, and for divers other good Causes and Considerations hereunto moving, she the said *F. A.* hath bargained and sold, and by these Presents doth bargain and sell unto the said *E. M.* and *H. G.* their Executors, Administrators and Assigns, all [*the Parcels in the Settlement, first those released by Mrs. A.*] and the Reversion and Reversions, *&c.* To have and to hold the said Moiety of the said Hundred, Manor or Lordship, Messuages, Farms, Lands, Tenements and Hereditaments, with their and every of their Appurtenances, unto the said *E. M.* and *H. G.* their Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during and unto the full End and Term of one whole Year from thence next ensuing, and fully to be compleat and ended; yielding and pay-
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therefore unto the said *F. A.* the Rent of one Pepper-Corn only at the Feast of *St. Michael* the Archangel, next ensuing the Date of these Presents, if the same shall be lawfully demanded, to the Intent, that by Vir-^{Bargained and sold, Moiety of, &c. as in the Habendum of the Release.} tue of these Presents and of the Statute for transferring Uses into Possession, the said *E. M.* and *H. G.* may be in the actual Possession of the hereby bargained and sold Premises, and may thereby be enabled to take a Grant or Release of the Reversion and Inheritance thereof, to them and their Heirs, to such Uses as shall be thereby declared. And this Indenture further witnesseth, that for and in Consideration of the Sum of 5 s. of like lawful Money of *Great Britain*, to the said Sir *J. G.* in Hand well and truly paid by the said *E. M.* and *H. G.* at or before, &c. the Receipt, &c. and for divers other good Causes, &c. he the said Sir *J. G.* (Party, &c.) hath bargained and sold, and by these Presents doth bargain and sell unto the said *E. M.* and *G. H.* their Executors, Administrators and Assigns all [*Sir J. G. as mentioned in the Settlement,*] and the Reversion and Reversions, &c. To have and to hold all and singular the said Manors, Messuages, Lands, Tenements and Hereditaments last mentioned, with their and every of their Appurtenances, unto the said *E. M.* and *H. G.* their Executors, Administrators and Assigns, &c. [*as before for Mrs. A. mutatis mutandis.*] In Witness, &c.

A Lease or Demise by Virtue of a Power contained in a Marriage Settlement.

THIS Indenture made, &c. between *R. S.* of, &c. (5.) Esq; of the one Part, and *E. S.* of, &c. Druggist, of the other Part : Whereas by Indenture tripartite of Settlement, bearing Date, &c. and made between *E. S.* Esq; deceased, late Father of the said *R. S.* and the said *R. S.*

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Party to these Presents, of the first Part, Sir H. B. of, &c. Sir J. S. R. S. of W. &c. Esq; of the second Part, and T. E. since deceased, and M. A. E. now the Wife of the said R. S. Party to these Presents, of the third Part, in Consideration of a Marriage then shortly after to be had, and accordingly had and solemnized, between the said R. S. Party, &c. and M. A. his Wife, and for other Considerations therein mentioned, divers Uses, Estates and Interests were limited and declared of and in the said Manors, Lands, Tenements and Hereditaments and Premises. (amongst other Lands and Hereditaments in the said Indenture mentioned, in which said Indenture there is contained amongst other Things, a Proviso or Power in Words, or to the Effect following,) *viz.* Provided also, that it shall, &c. [*to the End of the said Proviso,*] as in and by the said Indenture of Settlement more at large may appear. And whereas the said R. S. hath living both Issue Male and Female, by the said M. A. his Wife: And whereas the herein after mentioned Manor of B. C. with the Appurtenances, and all other the Manors, Messuages, Lands, Tenements, Hereditaments and Premises, of him the said R. S. in B. C. &c. herein after also mentioned, are Part of the Premises, which, by the said Indenture of Settlement are limited to the Issue Male of the said R. S. and M. A. his Wife, which, after the Estate for Life of the said R. S. of and in the same, will by Virtue of the said Settlement descend and come unto such Issue Male, all other the Estates created by the said Settlement, (which are prior to or expectant on the Estate for Life of the said R. S. of and in the same,) being determined: And whereas the said R. S. hath agreed to marry F. his Daughter to S. S. of, &c. Esq; and is to give with her for her Portion the Sum of 5000 *l.* which he hath taken up and borrowed of the said E. S. And whereas for securing the said Sum of 5000 *l.* so borrowed as aforesaid, he the said R. S. in and by his Bond or Writing obligatory, bearing equal Date herewith, is become bound unto

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the said E. S. his Heirs, Executors and Administrators, in the penal Sum of 10000 *l.* conditioned for the Payment of 5250 *l.* in Manner following, that is to say, 125 *l.* Part thereof, &c. And whereas, for the better securing the said Sum of 5250 *l.* he the said R. S. hath agreed that 2000 *l.* Part thereof shall be charged on the Premises herein after mentioned, by Virtue of the Power herein before expressed, and 3000 *l.* Residue of the said Sum of 5000 *l.* on other Lands, Tenements and Hereditaments herein after mentioned, and herein after intended to be charged with the Payment thereof: Now this Indenture witnesseth, that for the better securing the Payment of 2000 *l.* Part of the said Sum of 5000 *l.* so borrowed upon Bond of the said E. S. as aforesaid, and for raising the same, in Case it shall not be repaid in the Life-Time of the said R. S. he the said R. S. as well by Virtue of the said Power contained in the said recited Indenture of Settlement, and of all and every, or any other Power or Powers, or Authorities whatsoever, to him the said R. S. in this Behalf belonging, or in any wise appertaining, hath demised, granted, bargained, sold, leased, set and to Farm letten, and by these Presents doth demise, &c. unto the said E. S. his Executors and Administrators, all that the Manor of B. C. &c. (within the Power,) and all that Estate, &c. To have and to hold the said Manors, Messuages, Lands, Tenements and Hereditaments and all and singular other the Premises hereby granted and leased, or mentioned, &c. unto the said E. S. his Executors, Administrators and Assigns, from and immediately after the Decease of the said R. S. for and during, and unto the full End and Term of twenty-one Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of Waste. And this Indenture further witnesseth, that for the further and better securing the Payment of the said Sum of 5000 *l.* so borrowed upon the said recited Bond as aforesaid, he the said R. S. hath demised, &c.

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[*as above,*] and by these Presents doth demise, grant, &c. unto the said E. S. his Executors and Administrators, all that, &c. To have and to hold the said Manors, &c. Lands, Tenements, Hereditaments, and all, &c. unto the said E. S. his Executors, Administrators and Assigns, from the Date of these Presents, for and during, and unto the full End and Term of 500 Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of Waste; yielding and paying therefore yearly and every Year, during the said Term hereby granted, the Rent of one Pepper-Corn, on the Feast-Day of St. *Michael* the Archangel, if the same shall be lawfully demanded, subject nevertheless unto and under the Proviso, Covenant, Condition or Agreement, therein after mentioned; Provided always, and the said E. S. doth for himself, his Heirs, Executors and Administrators, covenant and grant to and with the said R. S. his Heirs, Executors and Administrators by these Presents, that if the said R. S. his Heirs, Executors, Administrators or Assigns, or some or one of them, shall and do well and truly pay, or cause to be paid, E. S. his Executors, Administrators or Assigns, or some or one of them, the full and just Sum of 5250 *l.* of good and lawful Money of *Great Britain*, at or in the C. D. Hall of, &c. *London*, in Manner following, that is to say, 125 *l.* Part thereof, &c. without any Deduction, &c. out of the said Sums, or either of them for Taxes, &c. or on the said E. S. in Respect thereof by Authority, &c. or for other Cause, Matter or Thing whatsoever, that then and from thence he the said E. S. his Executors and Administrators, upon Request, and at the Costs and Charges of the said R. S. his Heirs, Executors or Administrators, or to such Person or Persons as he or they shall direct or appoint, freed and discharged of and from all Incumbrances whatsoever, of him or them, or any other Person or Persons claiming or to claim, by, from or under him or them, committed, done or suffered, R. S. covenants to pay according to the

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the Covenant, and in Discharge thereof, and also that he the said R. S. now hath good Right, full Power and lawful Authority to grant and lease the respective Premises for the aforesaid several Terms of twenty-one Years, and 500 Years, in Manner aforesaid, according to the true Intent and Meaning of these Presents; and likewise if any Default shall happen to be made in Payment of the said Sum of 5250 *l.* or any Part thereof, contrary to the Tenor of the above mentioned Covenant, Condition or Agreement in that Behalf, that then and in such Case he the said E. S. his Executors, Administrators or Assigns, shall and may have, hold and enjoy the Manors, Messuages, &c. and Premises, and receive and take the Rents, Issues and Profits thereof, to his and their own Use and Uses, during the Residue of the said several and respective Terms of twenty-one Years and 500 Years, so respectively granted as aforesaid, without the Let, &c. freed and discharged of and from all Titles, Troubles and Incumbrances whatsoever; and also that if any Default shall happen to be made in Payment of the said Sum of 5250 *l.* or any Part thereof, contrary to the Tenor of the aforesaid Covenant, Condition or Agreement in that Behalf, that then and at all Times from thenceforth, he the said R. S. his Heirs or Assigns, and all and every other Person or Persons, having or lawfully claiming any Estate, &c. of, into or out of the same Premises, or any Part thereof, shall and will, upon the Request, Costs and Charges of the said E. S. &c. covenant for peaceable Injoyment, until Default of Payment, [*as in others.*] *In Witnes.*

Lease. Vide Clause 1. Conveyances. Covenant 6, 8. Deed 5. Exceptions 1. Exchange. Letter of Attorney 2, 7. Proviso 1. Settlement 6. Surrender 5, 6.

Letter of Attorney.

A Letter of Attorney to receive Money due on Mortgage, and on Non-payment to sue, &c. by Bill in Chancery, or Ejectment at Common Law, and to execute Conveyances.

(1.) **T**O all to whom these Presents shall come, I S. H. of, &c. Esq; send Greeting: Whereas by Indentures of Lease and Release, bearing Date respectively the 25th and 26th Days of M. which was in the Year of our Lord 1722, and made between R. M. of, &c. of the one Part, and the said S. H. of the other Part, in Consideration of, &c. of good, &c. the said R. M. did grant unto me the said S. H. and my Heirs, all that the Manor of B. with its Appurtenances, in the County of B. and all other his Lands, Tenements and Hereditaments in B. M. P. &c. or elsewhere, in the County of B. except a Farm, late the Inheritance of T. &c. in B. aforesaid, subject to the Redemption of the said R. M. on Payment of, &c. and Interest after the Rate of 5 *l. per Cent. per Annum*, as in and by the said Indenture of Release, Relation being thereunto had, may more fully appear: And whereas the said Principal and Interest is still behind and unpaid, I the said S. H. being resolved to use my utmost Endeavours to recover the said Money by Bill of Foreclosure, Ejectment or otherwise, but being going into Parts beyond the Seas, have agreed to authorize J. M. of L. &c. to recover the same, and to prosecute such Suits, both at Law and in Equity, as Counsel shall advise, for the Recovery thereof, or otherwise to compound the said Debt. Now know ye, that I the said S. H. have

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made, ordained, constituted and appointed, and in my Place and Stead put, and by these Presents do make, ordain, constitute and appoint, and in my Place and Stead put the said J. M. my true and lawful Attorney, for me and in my Name, and to my Use, to sue for and prosecute, both at Law or in any other Court, the said R. M. his Heirs, Executors and Administrators, for the said Sum of, &c. and Interest, and to bring any Ejectment or Ejectments, Bill or Bills of Foreclosure, or any other Action or Suits as shall be thought most proper to compel the Payment of the said Money, and to receive the same, and Releases, Discharges and other sufficient Acquittances to give for what he shall receive, and full Power to make any Composition or Agreement touching the Payment of the said Debt, and under him one or more Attornies or Solicitors to make and substitute, and to displace them or any of them, and others in their Room to substitute, and to do or cause to be done, all such Matters and Things as shall be needful and requisite for the Recovery of the said Mortgage Debt; and further, for me and in my Name, and as my Act and Deed, to seal and deliver any Conveyances, Indentures, or Deeds Poll, or other Deeds whatsoever, relating to the said Debt and Mortgaged Premises, either for the releasing my Right to the same on Payment of the Money thereon due, or for acquitting and discharging any Sum or Sums of Money he shall receive, or conveying the said Mortgaged Premises to any other Person or Persons and their Heirs, or for compounding the same Debt, or otherwise, as to him shall seem meet; ratifying and allowing, confirming and holding good and Firm in Law whatsoever my said Attorney shall do, or cause to be done, in and about the Premises, as fully to all Intents and Purposes whatsoever, as I might or could do the same, if I were personally present. *In Witness* whereof, I the said S. H. have hereunto set my Hand and Seal, this seventh Day of *July* in the tenth Year of the Reign of our sovereign Lord George, by the
Grace

Grace of God of *Great Britain, France and Ireland*
King, Defender of the Faith, &c. *Annoq; Domini* one
Thousand seven Hundred twenty and three.

A Letter of Attorney to execute a Lease.

(2.) **T**O all to whom these Presents shall come, I *S. H.*
of, &c. Esq; send Greeting: Whereas I the said
S. H. have agreed to let to the Right Honourable Lord
L. all that my new erected Messuage or Tenement, and
all Buildings, Stables, Coach-houses, Gardens, Out-
houses and Appurtenances to the same belonging, si-
tuate, standing, lying and being in *G. Street*, in the
Parish of *St. J. W.* in the County of *Middlesex*, for
three Years from *Michaelmas* last past, at and under the
yearly Rent of 200 *l.* payable Quarterly, without any
Deduction for any Taxes parliamentary, parochial, or
otherwise whatsoever: And whereas I am going into
Foreign Parts beyond Sea, and therefore have agreed
with the Lord *L.* to make *J. M.* of *L. Goldsmith*, my
lawful Attorney to execute such Lease of the Premises:
Now know ye, that I the said *S. H.* have made, or-
dained, constituted and appointed, and in my Place and
Stead put, and by these Presents do make, ordain, con-
stitute and appoint, and in my Place and Stead put the
said *J. M.* my true and lawful Attorney, for me and
in my Name, and as my Act and Deed to sign, seal
and deliver an Indenture of Lease, of the said Messu-
ages, Stables, Coach-houses, Gardens and Appurte-
nances, to the said Lord *L.* for three Years from *Michael-*
mas last past, under the yearly Rent of 200 *l.* &c.
payable quarterly at the Shop of the said *J. M.* in *F.*
Street London, without any Deduction for any Taxes par-
liamentary, parochial or others, and with such reason-
able Covenants, as are usual in Leases between Land-
lord

owing to me from the said Bankrupt, and also to make, sign, seal or execute any Certificate or Certificates, for the Discharge of the said Bankrupt, and to make, do and execute all and every other Act and Acts, Thing and Things whatsoever, needful and necessary to be done in and about the said Debt, so due and owing from the said Bankrupt or his Estate, or relating to the said Bankrupt or Commission so issued as aforesaid, as I myself may or might do, were I present at the doing thereof; and I do hereby ratify and confirm all, and whatsoever my said Attorney shall lawfully do or cause to be done, in and about the Premises. *In Witness, &c.*

G. B. of, &c. Gent. maketh Oath, that he this Deponent was present, and did see A. B. of, &c. duly sign, seal and deliver the Letter of Attorney hereunto annex'd, and this Deponent did accordingly subscribe his Name as a Witness thereunto, and did also see C. D. subscribe his Name as a Witness to the due Execution thereof.

A. B. &c. maketh Oath, that he this Deponent was present, and did see E. F. sign, seal, and as his Act and Deed, deliver one Indenture of Bargain and Sale, bearing Date, &c. and mentioned to be made between G. H. and this Deponent did accordingly subscribe his Name as a Witness thereto, and this Deponent did also see J. K. subscribe his Name as a Witness to the due Execution thereof.

A Letter of Attorney to receive a Brother's Share of a Sister's Personal Estate, she dying Intestate.

TO all to whom these Presents shall come, I T. C. (4.)
of L. Gent. send Greeting: Whereas F. C. my Sister, is lately dead intestate, by means whereof, and by Virtue of the Statute made for the better distributing Intestates Estates, I am become legally intituled to a distributive Share of my said Sister's personal Estate. Now know ye, that I the said T. C. having and reposing great Trust and Confidence in G. C. of, &c. Esq; my Uncle, have made, ordained, constituted and appointed, and in my Place and Stead put, and by these Presents do make, ordain, constitute and appoint, and in my Place and Stead put the said G. C. my true and lawful Attorney, for me and in my Name to sue for, ask, demand, receive and recover all my distributable Share of the personal Estate of my said Sister, which I am by Law entituled unto, and all Sum and Sums of Money, Goods, Chattels and personal Estate whatsoever, which by my said Sister's dying intestate, or any other Account belongs, or of Right ought to belong to me, and Receipts and other legal Discharges for me, and in my Name to give to the Administrator of my said Sister, for what my said Attorney shall receive, and to make any Agreement or Composition for my said distributable Share of my said Sister's personal Estate, or for any other Matter or Thing due to me on that or any other Account, and whatsoever my said Attorney shall do, or cause to be done, in or about the Premises, I do hereby ratify and confirm the same, as fully to all Intents and Purposes, as if I had been actually present, and done the same in my own proper Person. *In Witness* whereof, I the said T. C. have hereunto set my Hand and Seal, &c.

*A Letter of Attorney to surrender an Estate, being
Copyhold.*

(5.) **K** NOW all men by these Presents, That I Sir J. W. of L. Knt. one of the customary Tenants of the Manor of W. in the County of Essex, and also surviving Trustee of the Premises herein after mentioned, for divers good Causes and Considerations me hereunto moving, have made, ordained, constituted and appointed, and in my Place and Stead put, and by these Presents do make, ordain, constitute and appoint, and in my Place and Stead put J. P. of the *Inner Temple, London*, Esq; my true and lawful Attorney, for me and in my Name, at or before the next general Court to be holden for the said Manor, or any other succeeding Court, to surrender into the Hands of the Lord of the Manor aforesaid, by the Rod, by the Hands and Acceptance of T. P. Gent. Steward of the Court of the said Manor, or of any other Person who shall be Steward of the Court of the said Manor for the Time being, all those two Acres and a Half of customary Land, with the Appurtenances, lying and being in S. M. in le H. M. in or near S. L. in the said County of E. within the Jurisdiction of the Manor aforesaid, and in the Tenure of the Lord Mayor, Commonalty and Citizens of the City of *London*, and in the Occupation of the Bridge-Masters, or their Assigns, or Under-tenants, and all my Estate, Right and Interest, both in Law and Equity, of, in and to the said Premises, and every Part and Parcel thereof, to the Use and Behoof of me the said Sir J. W. and of H. P. Esq; and R. L. Esq; Aldermen of the City of *London* aforesaid, and of the Heirs of the Survivor and longer Liver of me the said Sir J. W. and of the said H. P. and R. L. for ever, in Trust for the Reparation of *London* Bridge; hereby ratifying and confirming all and whatsoever my said Attorney shall lawfully do or cause

to be done in and about the Premises. *In Witness* whereof, I the said Sir J. W. have hereunto set my Hand and Seal, this seventh Day of July, *Anno Domini* one Thousand, &c.

A Letter of Attorney to ask and demand Admittance to Copyhold Estates.

KNOW all Men by these Presents, That we Sir J. W. (6.) of London, Knt. H. P. and R. L. both of London aforesaid, Esquires, Trustees of the Premises herein after mentioned, have made, ordained, constituted and appointed, and in our Place and Stead put, and by these Presents do make, ordain, constitute and appoint, and in our Place and Stead put J. R. of the *Inner Temple, London*, Esq; our true and lawful Attorney, for us and in our Names at the next or any succeeding Court, to be held for the Manor of W. in the County of E. to ask and demand Admittance to all those two Acres and an Half of Land, with the Appurtenances, lying and being in S. M. in le H. M. in or near S. L. in the said County of E. within the Jurisdiction, and held of the Manor aforesaid by Copy of Court-Roll, and in the Tenure of the Lord Mayor, and Commonalty, and Citizens of the City of London, and in the Occupation of the Bridge-Masters or their Assigns or Undertenants, to the Use and Behoof of us the said Sir J. W. H. P. and R. L. and the Heirs of the longer Liver of us the said Sir J. W. H. P. and R. L. in Trust for the Reparation of London Bridge, to be holden of the Lord of the Manor aforesaid, according to the Custom of the said Manor, by the Rents and Services of Right due and accustomed; hereby ratifying and confirming whatsoever my said Attorney shall lawfully do, or cause to be done, in and about the Execution of the Premises

misses, by Virtue of these Presents. *In Witness* whereof, we the said Sir J. W. H. P. and R. L. have hereunto set our Hands and Seal, this third Day of *June*, in the Year of our Lord God, *Œc.* and in the, *Œc.* Year of the Reign of our Sovereign *George* the second by the Grace of God of *Great Britain, France* and *Ireland* King, Defender of the Faith, *Œc.*

A Letter of Attorney from A. to B. to let or grant Leases of the Premises for twenty-one Years, or one, two or three Lives, or for ninety-nine Years, determinable on three Lives.

- (7.) **T**O all, *Œc.* F. B. of, *Œc.* Esq; Cofen and Heir, residuary Legatee of B. B. late of, *Œc.* Esq; deceased, sendeth Greeting: Whereas the said F. B. is seized of and in several Messuages, Tenements, Gardens, Lands and Hereditaments, in and about C. in the County of S. which he is willing and desirous should from Time to Time be Let and Set for his best Advantage. Now know ye, that the said F. B. reposing great Trust and Confidence in T. H. of, *Œc.* Gent. hath, and by these Presents doth hereby constitute and appoint the said T. H. his true and lawful Attorney and Agent, and doth hereby empower, give Warrant and Authority unto the said T. H. for him and in his Name, by any Writing or Writings under Hand and Seal, testified by two or more credible Witnesses, to make any Lease or Leases, Demises or Grants of the said Messuages, Tenements, Houses, Gardens, Lands, Hereditaments and Premises, or any Part or Parcel thereof, unto any Person or Persons whatsoever, for the Term of twenty-one Years or under, or for one, two or three Life or Lives, or for ninety-nine Years, if three Lives, or any of them, shall so long live, in Possession, and

and not in Reversion, so as upon all and every such Lease and Leases there be reserved, payable during the Continuance thereof, the yearly Rents that are now reserved and payable, or the best improved Rent that can be had or reserved for the same, with such Covenants, Grants, Agreements and Conditions, to be contained in the several Writings as are usual in Leases, in the Kingdom of *Scotland*, and the said *F. B.* for himself, his Heirs and Assigns, doth hereby ratify, confirm and allow all and every Act and Acts, Thing and Things, which the said *T. N.* shall do by Virtue of these Presents. *In Witness, &c.*

A Letter of Attorney, or Appointment by a young Lady to her Trustee, to sell so much Stock as will pay her Marriage Portion, which is 10000 l. and buy Wedding Clothes.

TO all to whom these Presents shall come, *B. B.* (8.)
 Executrix of the last Will and Testament of *M. B.* her Mother, who was Executrix of *R. B.* Esq; Father of the said *B.* and Husband of the said *M.* sendeth Greeting: Whereas a Marriage is, by God's Permission, shortly to be had and solemnized, between *W. B.* of, &c. Esq; and the said *B. B.* in Consideration thereof, and of the Sum of 10000 l. the said *B.*'s present Portion, the said *W. B.* hath agreed, to make suitable Settlements. And whereas the said Sum of 10000 l. and other Sums, Part of the personal Estate of her Father and Mother, are vested in *South Sea* Annuities and other Stocks: Now know ye, that as well for raising the said Sum of 10000 l. as such Money as the said *B.* shall have Occasion for, to buy her Wedding Clothes and other Necessaries, she the said *B. B.* hath authorized and directed, and by these Presents doth authorize and direct

direct J. E. of, &c. Esq; to sell, dispose of and transfer so much of the Stocks as will amount to the Sum of 10000 l. and on Execution of the said Marriage Settlement, (already prepared and ingrossed by the said W. B.) to pay to him the said W. B. the said Sum of 10000 l. and also by such Sale and Transfer as aforesaid, to raise the Sum of, &c. and pay the same to the said B. for the Purposes aforesaid; hereby ratifying, allowing and confirming, whatsoever the said J. E. shall do, or cause to be done, in and about the Premises. *In Witness* whereof, the said B. B. hath hereunto set her Hand and Seal, this fifth Day of *August*, 1732.

Sealed, &c.

A Letter of Attorney to receive a distributable Share of a Father's personal Estate, and on Non-payment, to sue at Law, in Equity, or the Ecclesiastical Court.

- (9.) **T**O all to whom these Presents shall come, I M. G. of *London*, Spinster, send Greeting: Whereas I the said M. G. by the Decease of J. G. my Father, who died Intestate, am intitled to a distributive Share of certain Leasehold Estates in *W.* in the County of *L.* and other my said Father's personal Estate. Now know ye, That I the said M. G. having and reposing great Trust and Confidence in *E. T.* of *E.* in the County of *B.* Gent. have made, ordained, constituted and appointed, and by these Presents do fully, freely and absolutely make, ordain, constitute and appoint the said *E. T.* my true and lawful Attorney, irrevocable, for me and in my Name, and to my Use to ask, demand and receive of and from *M. G.* Widow, Relict and Administratrix of the said J. G. all such Sum and Sums of
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- Money

Money, and all such Goods, Chattels and personal Estate as is, are or shall be due to me, by Virtue of the Statute made for Distribution of the Intestates Estates, or otherwise howsoever, and for Non-payment thereof, or any Part thereof, to commence and prosecute any Action in Suit, either at Law, in Equity, or the Ecclesiastical Court, against the Administratrix of my said Father, or any other Person liable to answer or pay the same, and to make any Agreement or Composition for my said distributable Share as to my said Attorney shall seem meet, and on Payment or Recovery of what is due to me, to seal and deliver as my Act and Deed, any Receipt, Discharge, Release, or any other Deed as shall be thought proper to discharge my said Father's Administratrix, and his said personal Estate of and from such Right and Title as I have, or can or may have, or claim, in and to such distributable Share of the said personal Estate: And further, I do hereby empower my said Attorney, for me and in my Name to do and transact all my other Affairs, Matters and Things whatsoever, and to seal and deliver all Manner of Deeds and Writings, relating to my said Affairs, and whatsoever my said Attorney shall do or cause to be done, in or about the Premises or any of them, I do hereby approve of, ratify and confirm the same, as fully to all Intents and Purposes whatsoever, as if I were present and actually did the same in Person. *In Witness* whereof, I the said M. G. have hereunto set my Hand and Seal, this tenth Day of *January* in the third Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God of *Great Britain, France and Ireland* King, Defender of the Faith, &c. *Annoque Domini, &c.*

A Letter of Attorney to surrender Copyhold Lands to the Use of one's Will.

- (10.) **B**Y these Presents I R. W. of, &c. Son and Heir of R. W. do make, ordain, constitute and appoint T. C. of, &c. and J. L. of, &c. my true and lawful Attorney, jointly and severally for me and in my Name, Stead and Place, to surrender into the Hands of the Lord of the Manor of B. in the said County of S. according to the Custom of the said Manor, all and singular the Messuages, Lands Tenements and Hereditaments, with the Appurtenances of me the said R. W. within the Manor aforesaid, and all such Messuages, Lands, Tenements and Hereditaments, with the Appurtenances, holden by Copy of Court-Roll of the Manor aforesaid, whereof the said R. W. my Father lately died seized, to the Use and Behoof of such Person and Persons, and for such Estate and Estates, as I the said R. W. by my last Will and Testament shall direct and appoint. *In Witness* whereof, I have hereunto set my Hand and Seal, the first Day, &c.

A Letter of Attorney to two Persons, to Register the Real Estate of, &c. in the County of, &c.

- (11.) **K**NOW all Men by these Presents, That I A. R. Widow, and Relict of J. E. of D. deceased, have made, ordained, constituted, appointed, and in my Place and Stead put, and by these Presents do make, ordain, constitute, appoint, and in my Place and Stead put A. B. of, &c. and C. D. of, &c. or either of them jointly and severally, my true and lawful Attorney and Attornies, for me and in my Name, Place and Stead,

to register, or cause to be registred, my Name, and all my real Estate, in the County of N. and to subscribe my Name in open Sessions, to such registry Books or Rolls, as the Clerk of the Peace for the said County of N. or his Deputy shall prepare for that Purpose, and to perform and fully execute for me and in my Name, Place and Stead, all such Act and Acts, Thing and Things whatsoever, requisite or necessary for registering my Name and real Estate, as I am any wise obliged or required to do, in and by a late Act of Parliament, made in the first Year of his Present Majesty's Reign, entitled an Act to oblige Papists to register their Names and real Estates, as fully to all Intents, Constructions and Purposes whatsoever, as I could do the same, and were actually present, and did the same in my own proper Person; and whatsoever my said Attorney or Attornies shall do, or cause to be done, in and about the Premises, I do hereby ratify and confirm the same. *In Witness* whereof, I the said A. M. R. have hereunto set my Hand and Seal, this tenth Day of *June* in the, *Uc.* Year of the Reign of our Sovereign Lord George, by the Grace of God of *Great Britain, France and Ireland* King, Defender of the Faith, *Annoque Domini* one Thousand, *Uc.*

A Letter of Attorney to receive Rents and Profits of an Estate in Mortgage, and in the first Place to pay the Interest Money, as the same becomes due, and to pay the Overplus to the Mortgagor.

TO all to whom these Presents shall come, I H. T. (12.) of the City of H. Esq; send Greeting: Whereas by Indentures of Lease and Release, the Lease bearing Date the Day next before the Day of the Date of these Presents, and made between me the said H. T. of the one Part,
and

and G. C. of *Lincoln's Inn* in the County of M. Esq; of the other Part, and the Release bearing equal Date herewith, and made between the said H. T. and M. my Wife of the one Part, and the said G. C. of the other Part, the said H. T. together with the said M. my said Wife, in Consideration of 1600 l. to me paid by the said G. C. did grant and convey to the said G. C. and his Heirs, all that the Manor of L. in the County of H. the Mansion-House called F. and all and singular the Messuages, Farms, Lands, Tenements and Hereditaments of me the said H. T. situate, lying and being in the Parishes, Precincts or Territories of L. L. F. F. W. M. P. and W. or any Parish or Place thereunto near adjoining, in the said County of H. in the several Tenures or Occupations of the several Tenants, and at and under the several yearly Rents in the said Indentures particularly mentioned; To have and to hold the said Manors and Premises unto the said G. C. his Heirs and Assigns for ever: In which said Indenture of Lease is contained a Proviso, That if I the said H. T. my Heirs, Executors, or Administrators, should well and truly pay, or cause to be paid, unto the said G. C. his Heirs, Executors, Administrators or Assigns, the Sum of 1680 l. of lawful Money of *Great Britain*, at the Days, Place, and in Manner in the said Indenture of Release, limited for the Payment thereof; then the Use and Estate by the said Indenture of Release, limited to the said G. C. and his Heirs, to cease, determine, and be utterly void; any Thing therein contained to the contrary thereof notwithstanding. Now know ye, that for the better and more punctual Payment of all such Interest as shall grow due for the said principal Sum of 1600 l. I the said H. T. at the Desire of the said G. C. have made, constituted and appointed, and in my Place and Stead put, and by these Presents do make, constitute and appoint, and in my Place and Stead put T. L. of the said City of H. Gent. my true and lawful Attorney, for me and in my Name to ask, demand and receive of and from

from all and singular the Tenants in the said Indentures of Lease and Release, particularly mentioned, all and every the Rents and Profits of their Farms, as they shall grow due and payable, and thereout, in the first Place to pay to the said G. C. his Heirs, Executors, Administrators or Assigns, the Interest of the said Sum of 1600 l. and after Payment thereof, to pay the Overplus of the said Rents and Profits to me the said H. T. or to such Person or Persons as I shall appoint, giving, and by these Presents granting unto the said T. L. full Power to Act as aforesaid, in and about the said Premises, as if I the said H. T. were personally present, and upon Receipt of the said Rents and Profits, Acquittances, and other legal Discharges to give for the same; ratifying and hereby confirming whatsoever the said T. L. shall do, or cause to be done, in and about the Premises, as fully to all Intents and Purposes, as if the same were done by my self, and I were personally present; and I the said H. T. for my self, my Heirs, Executors, Administrators and Assigns, do hereby covenant, grant and agree to and with the said G. C. his Heirs, Executors, Administrators and Assigns, that I the said H. T. my Heirs, Executors, Administrators or Assigns, shall not nor will revoke or recall these Presents, or the Liberty or Authority hereby granted, or any Matter or Thing which he the said T. L. shall legally do, or cause to be done, in and about the Premises, until the said G. C. be fully paid and satisfied the said principal Sum of 1600 l. and all Interest to grow due for the same. *In Witness, &c.*

Letter of Attorney. Vide Condition 5. Deputation. Directions.

Marriage. Vide Agreement 2. Articles 3. Conveyances 23, 24. Letter of Attorney 8. Proviso 3. Receipt 3. Settlement 2.

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Memo=

Memorandum.

A Memorandum to supply a Defect in a Deed, and endorsed thereon.

- (1.) **M**EMORANDUM, that before the Execution of this Deed by the said T. C. M. V. the younger, M. V. the elder, and N. B. It was agreed, that the Interest, Produce and Dividends of the said 500 l. Orphans Annuity, and 985 l. shall immediately after the Solemnization of the intended Marriage be received by the within named T. C. for his Life, and after his Decease, by the within named M. V. the younger for her Life, and after on the Trusts herein mentioned, and then Sealed and Delivered by the said T. C. M. V. the younger, M. V. the elder, and N. P. in the Presence of, &c.

Memorandum. Vide **Settlement** 7.

Memorial.

Part of a Memorial, with Affidavit.

- (1.) **W**HICH said Indenture quadripartite, as to the Execution thereof, by the said J. J. and is witnessed by O. M. of, &c. and J. B. of, &c. as to the Execution thereof by the said T. is witnessed by J. B. G. B. of, &c. and W. S. of, &c. and as
- 4
- to

to the Execution thereof by the said T. is witnessed by W. S. of, &c. the said O. M. and J. M. of, &c. A Memorial whereof is hereby required to be registred, pursuant to the said Act of Parliament by me the said Sir T. W. the Grantee in the said Indenture, as Witness my Hand and Seal, this tenth Day of June in the Year of our Lord one Thousand, &c.

*Signed and Sealed in
the Presence of*

The Affidavit.

The abovenamed O. M. and J. B. severally make Oath as followeth; and first the said O. M. maketh Oath, that he this Deponent did see the abovenamed J. and J. duly sign and seal, and as their several Acts and Deeds, deliver the Indenture quadripartite, in the above written Memorial mentioned; and the said J. B. also maketh Oath, that he this Deponent did see the abovenamed T. L. duly sign and seal, and as his Act and Deed deliver the said Indenture quadripartite, in the said above written Memorial mentioned; and both these Deponents did also see the abovenamed T. W. sign and seal the above written Memorial.

Furat' &c.

Port=

Mortgage,

A Mortgage for 290 Years, by Virtue of a Power reserved.

[*Note; the Power was in Part executed.*]

- (1.) **T**HIS Indenture made, &c. between J. Lord W. of the one Part, and J. F. of, &c. of the other Part: Whereas in and by Indenture of Release, [*Recite to the End of the Uses,*] Then say, In which said Indenture is contained a Proviso, [*which recite verbatim,*] to Mortgage by Indenture, or any other Deed for 300 Years or for any lesser Term, to the Intent only, and upon Trust for raising any Sum or Sums of Money, not exceeding 4000 l. in the whole, as by the said Indenture may appear. Now this Indenture Witnesseth, that the said J. Lord W. for and in Consideration of the Sum of 1000 l. of, &c. in Hand well and truly paid by the said J. F. at and before the Enfealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations, him hereunto moving, he the said J. Lord W. by Virtue of the said Power, and all other Powers enabling him in this Behalf, and as fully as he may or can by Law or Equity, hath granted, leased, demised, set and to Farm letten, and by this present Indenture in Writing, attested by the credible Persons whose Names are hereon indorsed as Witnesses hereunto, doth grant, lease, demise, set and to Farm let unto the said J. F. his Executors, Administrators and Assigns, all, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and of every Part and Parcel thereof,

thereof, and all the Estate, Right, Title, Power and Equity of Redemption of the said J. Lord W. in and to the same; To have and to hold the said, &c. unto the said J. F. his Executors, Administrators and Assigns from henceforth, for and during, and unto the full End and Term of 290 Years fully to be compleat and ended; yielding and paying therefore Yearly and every Year, during the said Term, unto the said J. Lord W. his Heirs and Assigns, the Rent of one Pepper-Corn only, if the same shall be lawfully demanded. Provided [*as in other Mortgages*] Covenant to pay the Money. Covenant, that notwithstanding any Act, &c. by the said J. Lord W. (except as herein after is excepted,) hath in himself good Right, full Power, and lawful Authority to grant and demise the said Premises, in Manner and Form aforesaid, according to the true Intent and Meaning of these Presents; And further, that after Default shall be made in Payment of, &c. [*as in the Proviso,*] contrary to the true Intent and Meaning of the above written Proviso, it shall and may be lawful to and for the said J. F. his Executors, Administrators and Assigns peaceably and quietly to enter into, have, hold, occupy, possess and enjoy the said, &c. and the Rents, Issues and Profits thereof, and of every Part and Parcel thereof, to have, take and receive, to his and their own Use and Uses, for and during the Rest, Residue and Remainder of the said Term of 290 Years, as shall be then to come and unexpired, without any the lawful Let, Suit, &c. whatsoever, (except as herein after is excepted,) And that free and clear, and freely and clearly acquitted, exonerated and discharged of and from all prior or other Gifts, Grants, Mortgages and Incumbrances whatsoever, except one Indenture dated, &c. whereby the said J. Lord W. in Part of Execution of the said recited Power, did demise the Premises to the Right Honourable B. Lord, &c. for 200 Years, for securing the Sum of 1000 l. and Interest, which said Term is, by Order of the High Court of Chancery, by

The Power was before in Part executed, otherwise he ought to have Covenanted that the said recited Power is in full Force, and not before the Execution of these Presents executed, and that the same is not suspended or extinguished.

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Indenture

Indenture tripartite, dated, &c. assigned by the said B. Lord, &c. to P. N. and V. W. for securing the Sum of, &c. and Interest, in Trust for the separate Use of Dame, &c. Wife of, &c. pursuant to a Decree of the said Court; and further, that he the said J. Lord W. shall and will pay and keep down the Interest of the said Sum of, &c. so as the same may not prejudice the Security hereby given to the said J. F. And moreover, that after such Default shall be made in Payment of the said Sum of 1050 l. or any Part thereof, contrary to the true Intent and Meaning of these Presents, he the said J. Lord W. shall and will do, or cause to be done, any further or other lawful and reasonable Act, Matter or Thing, for the further and better Assuring the said Premises to the said J. F. his Executors, Administrators and Assigns, during the Residue of the said Term of 290 Years, as shall be then to come and unexpired, discharged of the said Proviso, and his the said J. Lord W.'s Right, Power and Equity of Redemption, as he the said J. F. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law shall be devised, advised or required. And lastly, the said J. F. for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said J. Lord W. his Heirs, Executors, Administrators and Assigns, by these Presents, that until there shall be a Failure in Payment of the said Sum of 1050 l. or some Part thereof, contrary to the true Intent and Meaning of the above written Proviso or Covenant; it shall and may be lawful to and for the said J. Lord W. his Heirs and Assigns, to receive the Rents, Issues and Profits of the said M. &c. and Premises to his and their own Use and Uses, without any Account to be had or given for the same. *In Witness, &c.*

A Mortgage by Virtue of a Power.

THIS Indenture made, &c. between *H. B.* of, &c. (* 1.) and *D.* his Wife, (which said *D.* is the only Daughter and Heir of Sir *H. M. Bart.* deceased,) of the one Part, and *J. M.* of, &c. of the other Part: Whereas by certain Indentures of Lease and Release, bearing Date respectively the, &c. and, &c. Days of, &c. which was in the Year of our Lord 1730, the said Release being quadripartite, and made or mentioned to be made between the said *H. B.* and the said *D.* his Wife, of the first Part, *G. W.* of, &c. of the second Part, *W. A.* of, &c. of the third Part, and *D. S.* of, &c. and *T. W.* of, &c. of the fourth Part; the said *H. B.* and *D.* his Wife, for the Consideration therein mention'd, did grant, bargain, sell, alien, release, enfeoff and confirm unto the said *G. W.* his Heirs and Assigns, two full third Parts, (the same into three equal Parts to be divided,) of and in all that the Manor or reputed Manor of *B. alias G.* with the Appurtenances, situate, &c. in the County of, &c. together with two full third Parts, the same into three equal Parts to be divided, of and in all and singular the Houses, &c. to the said Manor, or reputed Manor, in any wise appertaining, or therewith or with any Part thereof used, occupied or enjoyed, or accepted, reputed or taken as Part, Parcel or Member thereof, and also of and in all that the Manor of, &c. and of and in two full third Parts, (the same into three equal Parts to be divided,) of all the Farms of, &c. and of and in all other the Messuages, Cottages, Lands, Tenements, Woods, Underwoods, Royalties, Franchises, Quit-Rents, &c. whatsoever, within the said County of, &c. to the said Manor of *W.* belonging, or therewith, or with any Part thereof, used or enjoyed, or accepted, reputed, or taken as Part, Parcel or Member thereof, and the Reversion and Reversions, Remainder and Remainders,
Rents,

Rents, Issues and Profits of all and singular the Premises and every Part thereof, with the Appurtenances, and also all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, both in Law and Equity, of them the said *H. B.* and *D.* his Wife, of, in, and to the same and every or any Part thereof, to hold the said two Parts of the said Manors, Messuages, Lands, Tenements, Advowson and Hereditaments, and all and singular other the Premises therein or thereby before granted, bargained, sold, aliened, released, enfeoffed and confirmed, with the Appurtenances unto the said *G. W.* his Heirs and Assigns, to the Use of him the said *G. W.* his Heirs and Assigns, to the Intent and Purpose, that the said *G. W.* might be made and become perfect Tenant to the *Præcipe*, and be and become seized in Possession of the Freehold of the Premises, in and by the said recited Indenture of Release granted and released, or mentioned or intended so to be, that by Means thereof one or more good and perfect Common Recovery or Common Recoveries, for Lands, Tenements and Hereditaments, in such Cases used and accustomed, might, before the End of *Trinity* Term then next ensuing the Date of the said Indenture of Release, be had, suffered and executed in his Majesty's Court of *Common Pleas* at *Westminster*, of the said two third Parts of the said Manors, Messuages, Lands, Tenements, Advowson, Hereditaments and Premises, in and by the said Indenture granted and released, or meant or intended so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, by and in the Name of the said *W. A.* Demandant, against the said *G. W.* who should vouch to Warranty the said *H. B.* and *D.* his Wife, who being vouched should appear *gratis*, and enter into Warranty, and vouch to Warranty the Common Vouchee, who should also appear *gratis*, and should enter into the said Warranty, and afterwards make Default, to the End that one or more good and perfect Common Recovery or Common Recoveries, with double

ble Voucher, should and might be had, suffered and executed of the said two third Parts of the said Manors, Messuages, Lands, Tenements, Advowson, Hereditaments and Premises thereby granted and released, or meant or intended so to be, with the Appurtenances; in all Things, according to the usual Order and Form of Common Recoveries for Assurance of Lands, Tenements and Hereditaments, in such Cases used and accustomed; which said Recovery or Recoveries, so or in any other Manner to be had, suffered and executed, and all and every other Assurances and Conveyances of the Premises, or any of them theretofore made, levied, suffered and executed, or thereafter to be made, levied, suffered and executed, by and between the said Parties to the said Indenture of Release, or any of them, and the full Force and Effect of the same should be and enure, and so were, and was, and should be meant, intended, taken and construed to be and enure, and were thereby declared to be and enure, to the Uses, Intents and Purposes therein after mentioned, that is to say, to the Use and Behoof of the said *D.* the Wife of the said *H. B.* for and during the Term of her natural Life, without Impeachment of Waste; and from and after her Decease, to the Use and Behoof of the said *H. B.* for and during the Term of his natural Life, without Impeachment of Waste; and from and after the Determination of that Estate, to the Use and Behoof of *D. S.* and *T. W.* their Heirs and Assigns, for and during the natural Lives of the said *H. B.* and *D.* his Wife, and the Life of the longer Liver of them, in Trust to preserve the contingent Remainders from being barred and destroyed; and from and after the Determination of that Estate, to the use of the said *D. S.* and *T. W.* their Executors, Administrators and Assigns, for and during the Term of five Hundreds Years from thence next ensuing, fully to be compleat and ended, without Impeachment of Waste; and upon such Trust for raising Portions and Maintenance for Children, as is therein after mentioned; and

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from and after the Determination of the said Term and Estate of 500 Years, to the Use and Behoof of the first Son of the said *H. B.* on the Body of the said *D.* his Wife, lawfully begotten or to be begotten, and the Heirs of the Body of such first Son issuing; and for Default of such Issue, to the Use and Behoof of the second, &c. and for Default of such Issue, to the Use and Behoof of all and every the Daughter and Daughters of the said *H. B.* on the Body of the said *D.* his Wife, lawfully begotten or to be begotten, equally to be divided amongst them, if more than one, as Tenants in Common, and not as Joint-Tenants, and of the respective Heirs of the Body or several Bodies, of all and every such Daughter and Daughters issuing; and for Want of such Issue, to the Use and Behoof of the said *H. B.* and *D.* his said Heirs and Assigns for ever, and to or for no other Use, Intent or Purpose whatsoever: In which said Indenture of Release is also contained a Proviso in the Words, or to the Effect following, (that is to say,) Provided always, and it is hereby declared and agreed, by and between the said Parties to these Presents, that it shall and may be lawful, to and for the said *H. B.* and *D.* his Wife, from Time to Time, during their joint Lives, by any Deed or Deeds, Writing or Writings, under both their Hands and Seals, to be by both of them executed before, and attested by three or more credible Witnesses, to limit and appoint the said two Parts of the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises, or any Part thereof, to any Person or Persons whatsoever, for any Term or Number of Years by Way of Mortgage, or otherwise, as a Security or Securities for any Sum or Sums of Money, not exceeding the Sum of, &c. principal Money, together with Interest for the same, or to charge the said two Parts of the said Manors, Lands and Premises, or any Part thereof, with the Payment of any Sum or Sums of Money, not exceeding 1500 *l.* together with Interest for the same, to and for any other Uses, Intents and Purposes,

Purposes as the said *H. B.* and *D.* his Wife, shall during their joint Lives think fit to direct and appoint; any Thing herein contained to the contrary thereof in any wise notwithstanding, as in and by the said recited Indenture of Release, Relation being thereunto had, may more fully and at large appear: And whereas a Common Recovery was suffered according to and in Pursuance of the Covenant or Agreement for that Purpose contained in the said Indenture of Release herein before recited: And whereas the said *J. M.* hath agreed to lend and advance the Sum of, *£c.* principal Money, unto the said *H. B.* and *D.* his Wife, in Part of the Sum of, *£c.* which in and by the before recited Proviso, they the said *H. B.* and *D.* his Wife, have Power to raise and borrow on the Security of the Premises. Now this Indenture witnesseth, that for and in Consideration of the said Sum of 1000 *l.* of good and lawful Money of *Great Britain*, to the said *H. B.* and *D.* his Wife, in Hand paid, at and before the Enfealing and Delivery of these Presents, by the said *J. M.* the Receipt whereof the said *H. B.* and *D.* his Wife, do hereby acknowledge, and thereof, and of every Part and Parcel thereof, do hereby acquit and discharge the said *J. M.* his Heirs, Executors and Administrators, and every of them, for ever by these Presents, they the said *H. B.* and *D.* his Wife, according to and in Pursuance of the Power to them limited, in and by the said herein before recited Indenture quadripartite of Release, bearing Date the first Day of *July* in the Year of our Lord, *£c.* and the Recovery suffered in Pursuance thereof, have by this Deed, Writing and Indenture, under both their Hands and Seals, by both of them the said *H. B.* and *D.* his Wife, executed before and attested by three credible Witnesses, granted, demised, limited and appointed, and by these Presents do; and each of them doth grant, demise, limit and appoint unto the said *J. M.* his Executors, Administrators and Assigns, all those the said two full third Parts, (the same in three equal Parts to be divided,) of the said Ma-
nor

nor or reputed Manor of *B.* in the said County of, *Uc.* and of the said Manor or reputed Manor of *W.* in the said County of, *Uc.* and also two full third Parts, (the same in three equal Parts to be divided,) of all and singular the said Manors, Farms, Messuages, Lands, Advowsons, Houses, Barns, Stables, Meadows, Pastures, Feedings, Commons, Woods, Underwoods, Tenements, Hereditaments and Premises, in the said Indenture of Release herein before recited mentioned, or meant or intended to be thereby released or conveyed, with their and every of their Appurtenances, and also all those two full third Parts, (the same into three equal Parts to be divided,) of all other the Manors, Lands Tenements and Hereditaments whatsoever, whereof or wherein the said *H. B.* and *D.* his Wife, or either of them, have or hath any Estate of Freehold or Inheritance, situate in the said County of, *Uc.* and, *Uc.* or either of them; To have and to hold the said two third Parts of the said Manors, Messuages, Farms, Lands, Tenements, Advowsons, and Hereditaments, and all and singular other the Premises herein and hereby before granted, demised, limited or appointed, or meant, mentioned or intended so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *J. M.* his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during, and until the full End and Term of 1000 Years from thenceforth next ensuing, and fully to be compleat and ended; yielding and paying therefore yearly and every Year, during the said Term hereby limited, unto the said *H. B.* and *D.* his Wife, their Heirs and Assigns, the Rent of one Pepper-Corn only, at the Feast of *St. Michael* the Archangel, (if the same shall be lawfully demanded;) Provided always, and these Presents are upon Condition, nevertheless, that if the said *H. B.* and *D.* his Wife, or such other Person or Persons, who shall be seized of any Estate of Inheritance or Freehold, in Possession of or in the said two

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Thirds of the said Manors and Premises, by Virtue of any Limitation or Appointment contained in the said recited Indenture quadripartite of Release of the, &c. Day of, &c. in the Year of our Lord, &c. shall well and truly pay, or cause to be paid, unto the said J. M. his Executors, Administrators or Assigns, at or in the Common Dining Hall of, &c. London, the full and just Sum of 1060 *l.* of lawful Money of *Great Britain*, in Manner and Form following, (that is to say,) 30 *l.* Part thereof on or upon the — Day of — next ensuing the Date of these Presents, and the Sum of 1030 *l.* Residue thereof on or about the — Day of — which shall be in the Year of our Lord, &c. And that fully and entirely without any Deduction, Defalcation or Abatement whatsoever, for or in Respect of any Taxes, Charges, Impositions or Assessments, issuing out of, or charged or imposed upon the said two third Parts of the said Manors, Messuages, Lands, Tenements, Advowsons, Hereditaments and Premises herein and hereby before limited and appointed, unto the said J. M. his Executors, Administrators and Assigns, or meant, mentioned, or intended so to be, or any Part or Parcel thereof, for or by Reason of any Ordinance or Act or Acts of Parliament, made or to be made, or otherwise howsoever, that then, from and immediately after such Payment of the same, this present Indenture, and all and every the Term and Estate therein and thereby granted, limited or appointed, shall cease, determine, and be utterly void to all Intents and Purposes whatsoever; any Thing herein before contained to the contrary thereof, in any wise notwithstanding: And the said H. B. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said J. M. his Executors, Administrators and Assigns, and to and with every of them, by these Presents, that he the said H. B. his Heirs, Executors, Administrators and Assigns, or some of them, shall and will well and truly

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pay, or cause to be paid, unto the said *J. M.* his Executors, Administrators or Assigns, or some or one of them, the said Sum of 1060 *l.* of lawful Money of *Great Britain*, at the Days, Times and Place herein before mentioned and appointed for Payment thereof, without any Deduction, Defalcation or Abatement as aforesaid; And the said *H. B.* for himself, his Heirs, Executors and Administrators, and for the said *D.* his Wife, her Heirs and Assigns, doth further covenant, promise and grant, to and with the said *J. M.* his Executors, Administrators and Assigns, and to and with every of them by these Presents, that he the said *H. B.* and *D.* his Wife, have, or one of them hath in him or themselves good Right, lawful and absolute Authority to grant, demise, limit and appoint the said two full third Parts of the said Manors, Messuages, Lands, Tenements, Advowsons and Hereditaments, and all and singular other the Premises herein before granted, demised, limited and appointed, with their and every of their Appurtenances, unto the said *J. M.* his Executors, Administrators and Assigns, for and during the said Term of 1000 Years, in Manner and Form aforesaid; and further, That in Case Default shall happen to be made of or in Payment of the said Sum of 1060 *l.* or any Part thereof, at the Days, Times and Place herein before limited, mentioned and appointed for Payment thereof, that then and from thenceforth, and at all Times afterwards, it shall and may be lawful to and for the said *J. M.* his Executors, Administrators and Assigns, into all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, herein and hereby granted, demised, limited and appointed, and into every Part and Parcel thereof, with their Appurtenances, to enter, and the same from thenceforth and at all or any Time or Times afterwards, for and during all the Rest and Residue of the said Term of 1000 Years hereby limited, peaceably and quietly to have, hold, occupy, possess and enjoy, all and every the Rents, Issues, Profits and

Perquisites

Perquisites thereof, to have and take to his own Use and Benefit, without any Manner of Let, Suit, Denial, Trouble, Hindrance, Molestation, Disturbance, Interruption, Eviction or Ejection of or by the said *H. B.* and the said *D.* his Wife, or either of them, or any other Person or Persons whatsoever, and that free and clear, and freely and clearly, and absolutely acquitted, exonerated and discharged of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Jointures, Dowers, Entails, Settlements, Limitations, Appointments, Leases, Mortgages, Estates, Titles, Rents, Arrearages of Rents, Judgments, Statutes, Recognizances, Debts, Executions, Extents, Troubles, Forfeitures, Sequestrations, Seizures, Decrees, Charges and Incumbrances whatsoever, and the said *H. B.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, and for the said *D.* his Wife, her Heirs, Executors and Assigns, doth hereby further covenant, promise, grant and agree to and with the said *J. M.* his Executors, Administrators and Assigns, by these Presents, that at all Times hereafter, from and after Default shall happen to be made of or in Payment of the said Sum of 1060 *l.* or any Part thereof, at the Days, Times and Place herein before appointed for Payment of the same, they the said *H. B.* and the said *D.* his Wife, their Heirs, Executors, Administrators and Assigns, and the Heirs, Executors, Administrators and Assigns of either of them, and all and every other Person or Persons whatsoever, having or lawfully claiming, or which shall or may at any Time hereafter have or claim any Estate, Right, Title or Interest, either in Law or Equity, of, into or out of the said two full third Parts of the said Manors, Messuages, Lands, Tenements, Advowson, Hereditaments and Premises herein before demised, limited and appointed, shall and will upon the reasonable Request of the said *J. M.* his Executors, Administrators or Assigns, but at the proper Costs and Charges in the Law of the said *H. B.* his Heirs,

Heirs, Executors, Administrators or Assigns, make, do, acknowledge, levy, suffer and execute, or cause, or procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other reasonable Act and Acts, Thing and Things, Devices, Conveyances and Assurances in the Law whatsoever, for the further and better, more perfect and absolute conveying and assuring the said Manors, Messuages, Lands, Tenements, Advowson, Hereditaments and Premises, with their and every of their Appurtenances, unto the said J. M. his Executors, Administrators and Assigns, for and during the said Term hereby granted, demised, limited and appointed, be it by Fine or Fines, Common Recovery or Common Recoveries, with single, double or treble Voucher or Vouchers, Deed or Deeds inrolled or not inrolled, or by all and every, or any of the said Ways and Means, or by any other lawful and reasonable Ways and Means whatsoever in the Law, as by the said J. M. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required: And the said J. M. for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and agree, to and with the said H. B. and the said D. his Wife, their Heirs, Executors and Administrators, by these Presents, that until Default shall be made in Payment of the said Sum of 1060 *l.* or some Part thereof, according to the Proviso herein before for that Purpose contained, he the said J. M. his Executors, Administrators and Assigns, shall and will permit and suffer the said H. B. and the said D. his Wife, their Heirs, Executors and Administrators, and such other Person or Persons, to whom any Estate of Freehold or Inheritance is limited as aforesaid, peaceably and quietly to possess and enjoy the said two full third Parts of and in the said Manors, Messuages, Lands, Tenements, Advowson and Hereditaments, and all and singular other the Premises, with their and every of their Appurtenances, herein and hereby granted, demised,

I

demised, limited or appointed, and the Rents, Issues and Profits thereof, to receive and take to his, her, their and every or any of their Use and Uses, without the lawful Let, Suit, Trouble, Interruption, Eviçtion, Claim or Demand of him the said J. M. his Executors, Administrators and Assigns, or any of them, and without any Account to be given unto the said J. M. his Executors, Administrators, and Assigns, or any of them for or concerning the same. *In Witness, &c.*

Signed and Sealed in the Presence of three Witnesses at the least, to be indorsed thereon.

A Mortgage by Demise for 400 Years.

[*Reciting a former Mortgage to another Person, and that there was a great Arrear of Interest to pay, with Interest, &c. Makes a Mortgage to another, reciting the former Mortgage.*]

THIS Indenture made, &c. between J. W. of, &c. (2.)
of the one Part, and G. C. of, &c. of the other
Part: Whereas by Indenture of Mortgage, bearing Date
the first Day of, &c. in the Year, &c. and mentioned
to be made between the said J. W. of the one Part, and
H. J. then of, &c. and now of the City of H. Spinster,
of the other Part, [*Reciting as therein is recited,*] he the
said J. W. for and in Consideration of the Sum of 880 l.
therein mentioned to be due and owing from him to the
said H. J. and other the Considerations therein expressed,
did bargain, sell and demise unto the said H. J. her Ex-
ecutors, Administrators and Assigns, the Manor of B.
and all other Messuages, Lands, Tenements and Here-
ditaments herein after mentioned to be hereby granted
and demised, with the Appurtenances, from the Day of
R r r r the

the Date of the said Indenture, for the full Term of 500 Years, without Impeachment of or for any Manner of Waste, subject to a Proviso therein contained for the Redemption thereof, on Payment of the said principal Sum of 880 *l.* and the Interest thereof, at the Times and in the Manner therein expressed, as in and by the said Indenture of Mortgage, Relation being thereunto had may more fully appear; And whereas the said intire principal Sum of 880 *l.* together with a considerable Arrear of Interest remains due to the said *H. J.* and that the said *G. C.* for the supplying the present Occasions of the said *J. W.* hath agreed to advance and lend to him the Sum of 600 *l.* on the Security of the same Manor, Messuages, and Premises. Now this Indenture witnesseth, that for and in Consideration of the Sum of 600 *l.* of lawful Money of *Great Britain*, to him the said *J. W.* in Hand paid by the said *G. C.* at or before the Enfealing and Delivery of these Presents, the Receipt whereof he the said *J. W.* doth hereby acknowledge, and thereof, and of and from every Part and Parcel thereof, doth acquit and discharge the said *G. C.* his Heirs, Executors and Administrators by these Presents, and for divers other good Causes and Considerations him thereunto moving, he the said *J. W.* doth hereby declare and agree, that the said Manor, Messuages and Premises, herein after mentioned to be thereby granted and demised, shall for and during the Rest, Residue and Remainder of the said Term of 500 Years, yet to come and unexpired, as will stand and be a Security for the said Sum of 600 *l.* so advanced and paid to him the said *J. W.* by the said *G. C.* as aforesaid, with Interest for the same, at the Rate of 4 *l.* 10 *s.* *per Cent.* as for the said Sum of 880 *l.* so due to the said *H. J.* and the Interest thereof. And this Indenture further witnesseth, that for and in Consideration of the said Sum of 600 *l.* so paid to the said *J. W.* as aforesaid, he the said *J. W.* hath granted, bargained, sold, demised and to Farm letten, and by these Presents doth grant,
bargain

bargain, sell, demise, and to Farm let unto the said G. C. his Executors, Administrators and Assigns, all, &c. [*the Premises,*] And the Reversion, &c. and all the Estate, &c. of the said J. W. and all Deeds. &c. To have and to hold the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises herein before mentioned to be hereby demised, with their, &c. Appurtenances, unto the said G. C. his Executors, Administrators and Assigns, from the Day next before the Day of Date of these Presents, for and during the Term of 400 Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of Waste; yielding and paying therefore yearly upon the Feast-Day of the *Nativity* of our Lord, the Rent of a Pepper-Corn only, if lawfully Demanded, [*as in others.*]

First, Except as is herein after excepted, and that free, and clear, &c.

The said Indenture of Mortgage so made to the said H. J. her Executors, Administrators, &c. as aforesaid, only excepted: And further [*further Assurance,*] except the said H. J. (for and in Respect of her said Mortgage,) shall and will from Time to Time, &c. (*as in others to the End*——*Covenant to enjoy till Default, &c. as in others.*) *In Witness, &c.*

Second Exception.

Mortgage. Vide **Attornment.** **Charge.** **Covenant** 8. **Deed** 1, 9. **Exception.** **Letter of Attorney** 1. **Reconveyance.**

Name. Vide **Conveyances** 5. **Declaration** 5, 8. **Settlement** 1, 4.

Power.

Power.

A Power to sign Writings for others.

- (1.) **N**OW this Indenture witnesseth, That they the said *F. D.* and *T. M.* have, and each of them hath directed, authorized and appointed, and by these Presents do, and each of them doth direct, authorize and appoint the said Sir *J. H.* and *F. M.* and either of them, to sign, seal and execute the before recited Indenture Quinquepartite, and to deliver the same as his and their respective Act and Acts, Deed or Deeds, to the Use and Uses of the Person and Persons therein named, to take and have the Benefit thereof and thereby. *In Witness* whereof, they the said *F. D.* and *T. M.* have hereunto set their Hands and Seal the, &c.

Power. Vide **Conveyances** 20. **Declaration** 7, 8.

Preamble.

A Preamble of a Will, where the Wife makes a Will by Virtue of a Power.

- (1.) **I**N the Name of God, *Amen.* This 22d Day of *July*, *Anno Domini* 1734, I *A. V.* Wife of *R. V.* Esq; pursuant to a Power enabling me to make my Will, notwithstanding my Coverture, do make and ordain this my Last Will and Testament, in Manner and Form
I follow-

following: *Imprimis*, I recommend my Soul to the infinite Mercy of God, my Body to the Earth to be decently buried, at the Direction of my Executors herein after named; and as touching my temporal Estate, which by Virtue of the said Power I am able to dispose of, I give and bequeath the same as followeth. *Item, &c.*

Presentation.

A Presentation by the acting Executors and Trustees, and Ratification by Cestue que Trust, being a Grant of the next Presentation.

TO all to whom these Presents shall come, S. S. H. (1.)
 Wife of T. S. H. of, &c. Esq; and Sister and Heir
 of the Most Noble E. late Dutches of, &c. deceased,
 M. H. of, &c. Esq; and H. F. of, &c. Gent.
 (which said M. H. and T. F. are the two acting Executors
 and Devisees, in Trust named in the Last Will and Testament
 of the said Dutches,) send Greeting: Know ye,
 that for divers good Causes and Considerations hereunto
 especially moving, they the said M. H. and H. F. by the
 special Direction of the said S. S. H. testified by her being
 Party to, and Signing and Sealing these Presents,
 have, and each of them hath, (pursuant to the Powers
 and Authorities to them given in and by the said Will
 of the said E. Dutches of, &c.) given and granted, and
 the said S. S. H. hath ratified, appointed and confirmed,
 and by these Presents they the said M. H. and H. F. do
 and each of them doth fully, clearly and absolutely
 give and grant, and the said S. S. H. doth ratify, appoint
 and confirm unto W. B. of, &c. Gent. the next Advow-
 S f f f son

son, Donation, Collation, Presentation and Right of Patronage, of, in and to the Rectory or Parish Church of, &c. in the County of B. with just Right, free Liberty and full Power and Authority to him the said W. B. whensoever the said Rectory or Church of M. C. shall happen to be void by the Death, Resignation, Cession or Presentation of the Reverend J. B. the Present Incumbent, or otherwise, to present such fit and able Person to the proper Ordinary of the Diocese for the Time being, to serve the said Rectory or Church as Rector thereof, as the said W. B. shall think fit, without any the Let, Suit or Disturbance of the said S. S. H. M. H. and H. F. or any claiming or to claim, by, from or under them, any or either of them. *In Witness* whereof, the said S. S. H. M. H. and H. F. have hereunto set their Hands and Seals this first Day of June, Anno Domini, &c.

Privilege.

To waive a Privilege of Parliament.

- (1.) **W**HEREAS T. C. of, &c. is indebted to H. C. of, &c. in the Sum of, &c. And whereas the said T. E. may be advanced to the Dignity of a Peer, or chosen a Member of Parliament, in either of which Cases he the said T. E. will be entitled to Privilege, and thereby delay the said H. C. in the Recovery of the said Sum of, &c. Now the said T. E. doth hereby promise and oblige himself, that if either of the said Cases should happen, that he the said T. E. will not insist upon Privilege of Parliament, in any
 4 Suit

Suit or Suits in Law or Equity, which the said *H. C.* his Executors, Administrators or Assigns shall think fit to bring, commence or prosecute against the said *T. E.* for the recovering of the said Sum of, *℥c.* or any Part thereof, or other Thing relating thereunto. *In Witness* whereof, the said *T. E.* hath hereunto set his Hand and Seal, this second Day of *July* in the Year of our Lord one Thousand seven Hundred twenty and three.

Provision.

A Provision for a Feme Covert out of the Estate that came by her.

THIS Indenture made, *℥c.* between *A. B.* of, (1.)
℥c. and *C.* his Wife of the one Part, and *D. E.*
of, *℥c.* of the other Part: Whereas the said
A. B. in Right of *C.* his Wife, is seized of and in the
Manor, Lands, Tenements and Premises herein after
mentioned: And whereas the said *A. B.* out of the great
Love and Affection which he hath and beareth to the
said *C.* his Wife, hath agreed that the Rents, Issues and
Profits of the said Manor, Lands and Premises, shall be
paid to the said *C.* to her own separate Use. Now this
Indenture witnesseth, that the said *A. B.* in Performance
of the said Agreement, and in Consideration of the
Sum of 10 s. of, *℥c.* to him the said *A. B.* by the said
D. E. well and truly in Hand paid, at or before the
Ensealing and Delivery of these Presents, the Receipt
whereof is hereby acknowledged, and for divers other
good Causes and Considerations, him the said *A. B.* here-
unto moving, he the said *A. B.* granted, bargained, sold
and

and demised, and by these Presents doth grant, bargain, sell and demise unto the said *D. E.* his Executors, Administrators and Assigns, all, &c. To have and to hold unto the said *D. E.* his Executors, Administrators and Assigns, for and during, and unto the full End and Term of ninety-nine Years, fully to be compleat and ended, if he the said *A. B.* shall so long live, at and under the yearly Rent of a Pepper-Corn, if lawfully demanded, on the Trust herein after mentioned, (that is to say,) in Trust that he the said *D. E.* his Executors and Administrators do and shall from Time to Time, during the said Term of ninety-nine Years, if the said *A. B.* shall so long live, pay and apply all and singular the Rents, Issues and Profits of the said hereby demised Manors, Tenements and Premises not to the said *A. B.* or as he shall appoint, but to the proper Hands of the said *C.* to the sole proper, personal and peculiar Use of the said *C.* or to such Person and Persons, as the said *C.* shall from Time to Time by any Writing, signed by her with her name of her own Hand Writing, notwithstanding her Coverture, and as if she were sole and unmarried, direct or appoint, exclusive of the said *A. B.* who is to have no Power to dispose of, intermeddle with, or incumber the said Manors, Lands or Premises, or the Rents, Issues and Profits thereof, and to and upon no other Trust or Confidence whatsoever, or otherwise howsoever; and it is declared and agreed by and between the said Parties to these Presents, that the Receipt and Receipts, the said *C.* shall from Time to Time give for the Rents and Profits of the said hereby demised Premises, shall be good and valid Receipts, both at Law and in Equity to the said Trustee, or to the Person or Persons who shall from Time to Time pay the same, and the said *A. B.* doth for himself, his Heirs, Executors and Administrators, covenant, promise and grant, to and with the said *D. E.* his Executors and Administrators, by these Presents, that it shall and may be lawful to and for the said *D. E.* his Executors, Administrators

ministrators and Assigns, from Time to Time, during the said Term hereby demised; To have, hold and enjoy the said Messuage, or Tenement and Premises hereby demised, and the Rents, Issues and Profits thereof, to have, receive and take, in Trust as aforesaid, without any the lawful Let, Suit, Trouble, Eviction, Interruption or Disturbance of or by the said A. B. his Heirs, Executors, Administrators or Assigns, or any other Person or Persons whatsoever, lawfully claiming or to claim, by, from or under him, them, or any of them. *In Witness, &c.*

Proviso.

A Proviso to be inserted in a Lease for Years.

PROVIDED also, and it is hereby mutually consented to and agreed, by and between the said Parties to these Presents, That if the said P. F. his Executors Administrators or Assigns, shall be minded and desirous to have the said Messuage, or Tenement hereby demised, and to be discharged of the Lease thereof hereby granted, at the Expiration of the first seven Years of the Term of twenty-one Years hereby granted, or at the Expiration of eleven Years of the said Term, or at the Expiration of fifteen Years of the said Term, that then, and in such Case, he the said P. F. his Executors, Administrators or Assigns, giving Notice in Writing under his Hand, unto the said J. L. his Executors, Administrators or Assigns, of such his or their Mind or Intention, six Months before the Expiration of the said Term of seven Years, or of the said Term

(1.)

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of

of eleven Years, or of the said Term of fifteen Years, and paying all Rent that shall be due at the Expiration of each or any of the said respective Terms of seven or eleven, or fifteen Years, and leaving the Premises in good Repair, according to the Covenants in the said Lease, and delivering up the original Lease, under the Hand and Seal of the said J. L. to be cancelled and made void; this present Indenture of Lease, and every Covenant, Article and Agreement therein contained, shall from thenceforth cease, determine, and be utterly void and of none Effect; any Thing herein contained to the contrary thereof in any wise notwithstanding: And the said J. L. for himself, his Executors, Administrators and Assigns, doth covenant and promise, to and with the said P. F. his Executors, Administrators and Assigns, that upon such Surrender and Determination of this present Indenture of Lease, he the said J. L. his Executors, Administrators or Assigns, shall and will deliver up unto the said P. F. his Executors, Administrators or Assigns, the Counter-part of this present Indenture, under the Hand and Seal of him the said P. F. to be cancelled and made void.

A Proviso to be inserted into a Marriage Settlement, where the Jointure Lands shall be planted with Hops.

- (2.) **P**ROVIDED lastly, and it is hereby declared and agreed by and between all and every the said Parties to these Presents, that if the said W. D. shall at any Time or Times hereafter, be minded to convert into Hop-Gardens, and shall improve and plant with Hops, any Part of the Lands herein before by these Presents limited in Jointure to the said A. H. the intended Wife of the said W. D. in Case she shall survive him, that

then all and every the Lands improved and planted with Hops, or which shall be actually Hop-Gardens, at the Decease of the said *W. D.* shall not go and be as Part of the Jointure of the said *A. H.* intended Wife of the said *W. D.* but it shall and may be lawful to and for the Person next in Remainder after the Decease of the said *W. D.* to have, hold, and enjoy the said Lands planted with Hops as aforesaid, on settling in Exchange and Lieu thereof, on the said *A. H.* for her Life, other Lands of equal Value, to such Lands so converted into Hop-Grounds, before their being so improved or converted into Hop-Grounds, as aforesaid. *In Wituefs, &c.*

A second Proviso contained in Sir H. P.'s Settlement.

PROVIDED also, and it is hereby further declared (3.)
and agreed by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said Sir *H. P.* Dame *M. P. A. S. H. P.* the Son, and *H. P.* respectively from Time to Time, during their respective Lives, when, and as they respectively shall come unto and be in the actual Possession of the Manors, Rents, Messuages, Lands and Premisses, or any of them, or any Part thereof, by Virtue of the Limitations aforesaid, by Indenture under their respective Hands and Seals, to lease all or any Part of the said, ^{Power to} *&c.* whereof they respectively shall be so in the actual ^{Lease.} Possession as aforesaid, (other than and except the capital Messuage of *H.* and the Park, called *H. Park*, with their Appurtenances,) to any Person or Persons whatsoever, for any Term or Number of Years, not exceeding twenty-one Years in Possession, but not in Reversion or Remainder, nor by Way of future Interest, so as no such Lease or Leases be made punishable for Waste, by any express Clause or Agreement; and so as upon
every

*Power to re-
voke Part of
the Uses*

every such Lease and Leases to be made, there be reserved and made payable, during the Continuance of such Term and Terms of Years, as shall be so made or granted; the most and best improved yearly Rent; that can or may be had or gotten for the same respectively; without taking any Fine, or other Thing whatsoever, in Lieu, or in the Nature or Name of a Fine or Incumbrance upon any such Lease or Leases, for or in Respect to the Making thereof; and so as there be contained in every such Lease, respectively, reasonable or usual Covenants in like Cases; And also a Proviso or Condition of Re-entry, in Case the Rent or Rents to be reserved in every such respective Lease, shall be behind and unpaid by the Space of thirty Days next after any of the Times therein to be respectively appointed for Payment thereof; and so as such Lessees respectively do Seal and Deliver Counter-parts of their respective Leases; Provided also, and it is hereby declared and agreed, and the true Intent and Meaning of these Presents, and of all the said Parties to the same, is that it shall and may be lawful to and for the said Sir H. P. and that he shall have full Power, Liberty and Authority from Time to Time, and at any Time or Times, during his natural Life, by any Deed or Deeds, Writing or Writings, to be by him subscribed and Sealed, in the Presence of three or more credible Witnesses, or by his Last Will and Testament in Writing, or other Writing, purporting to be his Last Will and Testament, to be by him signed, sealed and published, in the Presence of the like Number of Witnesses, to revoke, alter, change, determine and make void all, every or any of the Uses or Estates before, in and by these Presents limited, or declared, of or concerning the said Manors, Rents, Messuages, Lands, Tenements, Hereditaments and Premises, every or any of them, or any Part or Parts, Parcel or Parcels thereof, to or for the said H. P. the Son, for his natural Life, as aforesaid, and to and for the several and respective Sons of the Body of the said H. P. the Son, and the Heirs

Male of the severall and respective Bodies of the same Sons, as aforesaid, and to and for the said *H. P.* for his natural Life, as aforesaid, and to or for the severall and respective Sons of the Body of the said *H. P.* and the Heirs Male of the severall and respective Bodies of the same Sons as aforesaid, and to the said *J. V.* Sir *J. H.* *J. S.* and *R. S.* and their Heirs, during the respective natural Lives of the said *H. P.* the Son, and *H. P.* as aforesaid, and all the Powers herein before given and reserved to the said *H. P.* the Son, and *H. P.* or either of them; any Thing herein contained to the contrary thereof in any wise notwithstanding.

Purchaser. Vide **Bond** 7. **Conveyances** 9,
15, 20, 21.

Receipt.

*A Receipt, where Part of the Consideration is paid
in Money, and the Rest secured otherwise.*

RECEIVED, the Day and Year first within written, of the within named Sir *T. U.* the Sum of (1.)
3000 *l.* which, with the Sum of 20000 *l.* secured as in the within written Indenture is expressed, is in full for the absolute Purchase of the within mentioned Premises: I say received by me

Witness

N. L.

U u u u

A

A Receipt for Writings.

- (2.) I Do acknowledge that the several Writings mentioned on the other Side of this Paper, are left and deposited in my Hands, by and in Trust for *A. B.* and *M. C.* to be kept as I keep my own Goods and Writings, and to be produced for the Use of either of the said Parties, as their respective Occasions shall require. *Witness* my Hand the tenth Day of *July Anno Domini 1733.*

A Receipt for Consideration Money, being the Marriage Portion.

- (3.) RECEIVED on the Day of the Date of the within written Indenture, of the within named *W. E.* the Sum of 2500 *l.* in Money, and a Bond for 500 *l.* which is in full for the Marriage Portion of the within named *M. E.*

*Witness**per me**J. W.*

Recon=

Reconveyance.

A Reconveyance of a Mortgage in Fee, back to the Heir of the Mortgagor, the Mortgagor himself being dead.

THIS Indenture tripartite, made, &c. between (1.)
W. S. of, &c. of the first Part, F. P. of, &c. of To secure Money borrowed on Bond, in Discharge of the Bond now reconveyed.
the second Part, and R. D. of, &c. Brother and
Heir of J. D. late of, &c. deceased, of the third Part:
Whereas the said J. D. did take up and borrow of the
said F. P. the Sum of 1000 l. of, &c. and for securing
the Repayment thereof, with Interest for the same, after
the Rate of 5 l. per Cent. per Annum, in and by his
Bond or Writing obligatory, bearing Date the tenth
Day of June, which was in the Year of our Lord, &c.
stood bound to the said F. P. in the penal Sum of 2000 l.
conditioned for the Payment of 1000 l. as therein is
mentioned: And whereas by Indentures of Lease and
Release, bearing Date respectively the fourth and fifth
Days of, &c. which was in the Year of our Lord, &c.
the Release being tripartite, and made or mentioned to
be made between the said J. D. and D. his Wife, since
deceased, of the first Part, the said T. P. of the second
Part, and the said W. S. and L. B. since also deceased,
of the third Part, for the better securing the Payment
of the said Sum of 1000 l. and Interest, and in Dis-
charge of the said Bond or Obligation, so entered into
by the said J. D. as aforesaid; and for and in Conside-
ration of the Sum of 10 s. to the said J. D. in Hand
paid, by the said W. S. and L. B. he the said J. D. did
grant, bargain, sell, alien, release and confirm, unto
the said W. S. and L. B. and their Heirs, all that, &c.
[*to the End of the Habendum,*] thereby granted unto the
said

said *W. S.* and *L. B.* their Heirs and Assigns, to the only Use and Behoof of the said *W. S.* and *L. B.* their Heirs and Assigns for ever, subject nevertheless to the Redemption of the said *J. D.* on Payment of 1000 *l.* and Interest, as therein is mentioned, which not being paid, the Estate and Interest of the said *W. S.* and *L. B.* became absolute in Law, as in and by the said Indenture of Release, Relation, &c. And whereas the said *L. B.* is since dead, whereby the said *W. S.* became legally entitled to the said Grounds, Lands and Clofes, [*or as it is,*] and Premises, by Survivorship. And whereas the said *J. D.* is also since deceased, and the Power, Right and Equity of Redemption of the said Premises, vested in the said *R. D.* as Heir of the said *J. D.* And whereas all Interest due for the said Sum of 1000 *l.* is paid to the said *F. P.* and there remains due to him only the Sum of 1000 *l.* principal Money, and no more: Now this Indenture witnesseth, that in Consideration of the Sum of 1000 *l.* of, &c. to the said *F. P.* and of the further Sum of 10 *s.* of like Money, to the said *W. S.* in Hand also paid by the said *R. D.* at or, &c. the respective Receipts whereof are hereby respectively acknowledged; and for divers, &c. he the said *W. S.* by the express Direction and Appointment of the said *F. P.* testified by his being Party to, and signing and sealing these Presents, hath bargained, sold, aliened, released and confirmed, and by these Presents doth bargain, &c. unto the said *R. D.* [*in his actual Possession, &c.*] And by Force, &c. all those the said, &c. with their and every of their Appurtenances, and all other the Lands, Tenements and Hereditaments, in and by the said recited Indentures granted to the said *W. S.* and *L. B.* and vested in the said *W. S.* by Survivorship, as afore-said, and the Reversion, &c. and all the Estate, &c. of the said *W. S.* in and to the same; To have and to hold, &c. to the only Use and Behoof of the said *R. D.* his Heirs and Assigns for ever. [*Covenant in Form, that W. S. hath done no Act to incumber the Premises.*] In Witness, &c.

A Reconveyance to T. H.

THIS Indenture tripartite, made, &c. between J. K. (2.)
of, &c. of the first Part, A. M. of, &c. and
J. B. of, &c. of the second Part, and T. H. of, &c. of
the third Part: Whereas by Indentures of Lease and
Release, bearing Date respectively the twenty-fifth and
twenty-sixth Days of *January, An. Dom. 1721*, and made
between the said T. H. of the one Part, and T. G. of,
&c. of the other Part, the said T. H. in Consideration
of the Sum of 600 *l.* to him paid, by the said T. G. as
therein is mentioned, did grant, bargain, sell, alien, re-
mise, release, enfeoff and confirm unto the said T. G.
his Heirs and Assigns, all that the Manor or Lordship
of N. with its Rights, Royalties, Members and Appurtenances, in the County of S. and the Site, Manor-House or Capital Messuage of N. aforesaid; and all other the Manors, Lands, Tenements and Hereditaments of him the said T. H. in N. aforesaid, and in H. &c. or one of them, in the said County of S. and also all that the Manor or Lordship of S. and the several Capital Messuages, Mansion-Houses, and other Messuages and Tenements, Farms, Lands, Arable, Meadow, Pasture and Wood-Grounds, Hereditaments and Premises, with their and every of their Appurtenances, therein particularly mentioned and described, to have been then late or thencefore, in the several Tenures or Occupations of the several Tenants therein particularly named, and to be situate, lying and being in the several Parishes of S. C. B. and the B. F. H. and G. or in any of them, or elsewhere, in the County of K. and the Reversion, &c. of all and singular the said Premises therein before recited, and all the Estate, Right, Title, Interest, Property, Claim and Demand of the said T. H. of, in and to the same, every or any Part or Parcel thereof; To hold all and singular the said Manors,
X x x x Messuages,

*The Premises
in S. are men-
tioned in short.*

*And the Pre-
misses in K.
at large.*

Messuages, Farms, Lands, Hereditaments and Premises thereby granted and released, with their and every of their Appurtenances, unto and to the Use of the said T. G. his Heirs and Assigns for ever, subject nevertheless to the Redemption of the said T. H. his Heirs, Executors or Administrators, on Payment of the Sum of 630 *l.* in Manner in the said Indenture of Release mentioned, and appointed for Payment thereof. And whereas by Indenture bearing Date the fourth Day of *November*, which was in the Year of our Lord 1725, the said T. H. in Consideration of the further Sum of 900 *l.* to him lent, and paid by the said T. G. did covenant, promise, grant and agree, to and with the said T. G. his Executors, Administrators and Assigns, that all and singular the said Manors, Messuages, Farms, Lands, Hereditaments and Premises, in the said herein before recited Indentures of Lease and Release, mentioned and described, and thereby granted, should stand and be a Security, as well for the Payment of the further Sum of 900 *l.* and Interest, as for the before mentioned Sum of 630 *l.* subject nevertheless to the Redemption of the said T. H. his Heirs, Executors or Administrators, on Payment of the Sum of 630 *l.* and also the further Sum of 922 *l.* in Manner in the last above mentioned Indenture mentioned. And whereas by Indentures of Lease and Release, bearing Date respectively the seventeenth and eighteenth Days of *March, Anno Domini 1726*, the Release being tripartite, and made or mentioned to be made between the said T. G. of the first Part, the said T. H. of the second Part, and the said A. M. and J. B. of the third Part, [*reciting the said several before recited Indentures,*] and that the said Sums of 600 *l.* and 900 *l.* were not paid at the Days and Times in and by the said Indentures mentioned; whereby the Estate of the said T. G. became absolute in Law; and that the aforesaid Sums of 600 *l.* and 900 *l.* remained unpaid, but that all Interest due for the same had been paid by the said T. H. It is, by the said last recited Indenture

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of Release tripartite, witnessed that in Consideration of the Sum of 1500 *l.* of lawful Money of *Great Britain*, to the said *T. G.* in Hand paid by the said *A. M.* and *J. B.* by the Direction of the said *T. H.* testified as therein is mentioned; and the Sum of 2500 *l.* of like Money to the said *T. H.* in Hand also paid by the said *A. M.* and *J. B.* and for other Considerations therein mentioned, he the said *G. T.* by the Direction of the said *T. H.* did bargain, sell, alien, remise, release and confirm, and the said *T. H.* did ratify and confirm unto the said *A. M.* and *J. B.* their Heirs and Assigns, all that the said Manor of *N.* and other the Premises in the said County of *S.* and also all that the said Manor of *S.* and the several Capital Messuages and Mansion-Houses, and other Messuages, Tenements, Farms, Lands, Arable, Meadow, Pasture and Wood-Grounds, Hereditaments and Premises, with their and every of their Appurtenances, in the said recited Indentures of Lease and Release, of the twenty-fifth and twenty-sixth Days of *January Anno Domini 1721*, particularly mentioned and described to have been then late in the several Tenures of the several Tenants therein named, and to be situate, lying and being in the several Parishes of *S. C. B.* under the *B. F. H.* and *G.* in the said County of *K.* and all other the Messuages, Farms, Lands, Marsh-Grounds, Tenements and Hereditaments whatsoever, of the said *T. H.* situate, lying and being in the several Parishes of *S. C. B.* under the *B. F. H.* and *G.* or any of them, or elsewhere, in the said County of *K.* To have and to hold the said Manors, Messuages, Farms, Lands, Hereditaments and Premises, unto the said *A. M.* and *J. B.* their Heirs and Assigns, to the only proper Use and Behoof of the said *A. M.* and *J. B.* their Heirs and Assigns for ever, subject nevertheless to a Proviso, that if the said *T. H.* his Heirs, Executors or Assigns, should pay or cause to be paid unto the said *A. M.* and *J. B.* their Executors, Administrators and Assigns, the full Sum of 4200 *l.* of lawful Money of *Great Britain*, in
Manner

Manner therein mentioned, that then they the said *A. M.* and *J. B.* their Heirs and Assigns, should and would at the Request, Costs and Charges of the said *T. H.* his Heirs or Assigns, by such good and sufficient Conveyances and Assurances in the Law, as the Counsel of the said *T. H.* his Heirs or Assigns, should advise, convey and assure unto the said *T. H.* and his Heirs, or to such Person or Persons, his or their Heirs and Assigns, as the said *T. H.* his Heirs or Assigns should nominate and appoint, all the Estate, Right, Title and Interest of them the said *A. M.* and *J. B.* their Heirs and Assigns, in and to the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, in and by the said recited Indenture of Release tripartite, to them mentioned to be granted and released as aforesaid, discharged of all Incumbrances, by them or either of them committed, done or suffered in the mean Time; any Thing in the said recited Indenture contained to the contrary notwithstanding. And whereas by Deed Poll, bearing even Date with the last above recited Indenture of Release, the said *A. M.* and *J. B.* did declare that their Names were used in the said Indenture, in Trust for the said *J. K.* and that the said Sum of 4000 *l.* therein mentioned was paid by, and was the proper Money of the said *J. K.* And whereas the said *T. H.* hath sold the said Manor of *N.* and other the Premises in the said County of *S.* to *W. B.* of, *Esq.* for the Sum of 7100 *l.* and out of the said Purchase Money hath paid to the said *J. K.* the Sum of 4492 *l.* 6 *s.* 8 *d.* in full for Principal and Interest, due on the said herein before recited Securities; and in Consideration thereof the said *A. M.* and *J. B.* by the Direction of the said *J. K.* have bargained, sold, released and confirmed; and the said *T. H.* hath ratified and confirmed the said Manor of *N.* and other the Premises in the said County of *S.* to the said *W.* and his Heirs: Now this Indenture witnesseth, that for and in Consideration of the Sum of 4492 *l.* 6 *s.* 8 *d.* so paid to the said *J. K.* as aforesaid, and
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for

for and in Consideration of the Sum of 5 s. a-piece, to the said A. M. J. B. and J. K. in Hand paid by the said T. H. at or before the Enfealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, they the said A. M. and J. B. at the Request of the said T. H. and by the Direction of the said J. K. testified by their being Parties to, and Signing and Sealing these Presents, have, and each of them hath, bargained, sold, released and confirmed, and by these Presents, they the said A. M. and J. B. do, and each of them doth fully, clearly and absolutely bargain, sell, release and confirm unto the said T. H. in his actual Possession now being, by Virtue of a Bargain and Sale to him thereof made, by the said A. M. and J. B. by Indenture, bearing Date the Day next before the Day of the Date of these Presents, for the Term of one whole Year, for the Consideration therein mentioned, and by Force and Virtue of the Statute for transferring Uses into Possession, his Heirs and Assigns, all that the said Manor or Lordship of S. and the said several Capital Messuages, and Mansion-Houses, and other the Messuages and Tenements, Farms, Lands, Arable, Meadow, Pasture and Wood-Grounds, Hereditaments and Premises, with their and every of their Rights, Members and Appurtenances in the said herein before recited Indentures of Lease and Release, of the twenty-fifth and twenty-sixth Days of *January, Anno Domini, &c.* particularly mentioned, and described to be situate, lying and being in the said several Parishes of S. C. B. under the B. F. H. and G. aforesaid, in the said County of K. and all other the Messuages, Farms, Lands, Marsh-Grounds, Tenements and Hereditaments whatsoever, situate, lying and being in the said several Parishes of S. C. B. under the B. F. H. and G. aforesaid, or any of them, or elsewhere in the said County of K. which by the said herein before recited Indentures of Lease and Release, dated the seventeenth and eighteenth Days of *March, Anno Domini, &c.* were granted, bargained, sold, released

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leased and confirmed unto the said *A. M.* and *J. B.* and their Heirs as aforesaid, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and all the Estate, Right, Title, Interest, Use, Trust, Possession, Property, Claim and Demand of the said *A. M.* and *J. B.* in and to the same; To have and to hold the said Manor or Lordship, Capital Messuage or Mansion-Houses, Messuages, Lands, Tenements and Premises, hereby bargained, sold, released and confirmed, with their and every of their Appurtenances, unto the said *T. H.* his Heirs and Assigns, to the only proper Use and Behoof of the said *T. H.* his Heirs and Assigns for ever; and the said *A. M.* for himself, his Heirs, Executors, and Administrators, doth covenant, Promise and agree, to and with the said *T. H.* his Heirs and Assigns by these Presents, that he said *A. M.* hath not at any Time heretofore done, committed, or wittingly or willingly suffered any Act, Matter or Thing, whereby or by Means whereof, the said Manor, Messuages, Farms, Lands, Tenements, Hereditaments and Premises, hereby bargained, sold, released and confirmed or intended so to be, with their Appurtenances, is, are, or may be impeached or incumbered in Title, Charge, Estate, or otherwise howsoever. [*The like Covenant for J. B.*] *In Witness, &c.*

Release.

Release.

A Release, being a Transfer of a Mortgage in Fee by the Mortgagee, by the Consent and Direction of the Mortgagor, to the Purchasers of the Inheritance.

THIS Indenture tripartite, made, &c. between (i.)
 E. B. of, &c. Gent. of the first Part, the Reverend R. L. of, &c. in the County of, &c. Clerk, and L. his Wife, of the second Part, and the Right Honourable E. Earl of, &c. and, &c. Executors and Trustees named in the Last Will and Testament of the Most Noble J. &c. late Duke of, &c. deceased, of the third Part: Whereas by Indentures of Lease and Release, bearing Date respectively the sixteenth and seventeenth Days of, &c. which was in the Year of our Lord, &c. the Release being tripartite, and made or mentioned to be made, between C. R. of, &c. of the first Part, the said R. L. and L. his Wife, of the second Part, and the said E. B. of the third Part, the said C. R. in Consideration of, &c. to him in Hand by the said E. B. paid, the Receipt whereof is thereby acknowledged, did at the Instance and Request, and by the Direction and Appointment of the said R. L. and L. his Wife, testified, as therein is mentioned, bargain, sell, release and confirm unto the said E. B. and his Heirs, all that, &c. all which said several Messuages are situate, lying and being in the Parish of B. in the County of, &c. and all other the Lands, Tenements whatsoever of the said R. L. and L. his Wife, in, &c. which in and by Indenture bearing Date the twenty-third Day of, &c. and made or mentioned to be made between the said
 R. L.

R. L. and L. his Wife, of the one Part, and the said C. R. of the other Part, were limited, appointed and declared, should be and enure to the Use of the said C. R. and his Heirs, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises, and all the Estate, Right, Title, Interest, Use, Trust, Property, Claim and Demand whatsoever of the said R. L. and L. his Wife, in and to the same Premises, and every Part thereof; To hold all and singular the said Manors, &c. unto the said C. R. Redeemable, nevertheless, by the said R. L. his Heirs, Executors, Administrators or Assigns, on Payment of, &c. of lawful Money of *Great Britain*, at the Days and Times in the said Indenture, limited for Payment thereof, as in and by the said Indenture, Relation being thereunto had, may more fully appear. And whereas the said R. L. hath paid to the said E. B. the Sum of, &c. in full for Principal, and all Interest due on the said recited Mortgage: And whereas the said E. Earl of, &c. and, &c. have, pursuant to an Order of the High Court of *Chancery*, purchased of the said R. L. and L. his Wife, (together with the Manor of C.) all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises in the said recited Indenture contained, for the Sum of, &c. Now this Indenture witnesseth, that for the Consideration aforesaid, and in Consideration of the Sum of 10 s. to the said E. B. in Hand paid by the said C. E. of, &c. and, &c. the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations, him the said E. B. hereunto especially moving, he the said E. B. hath bargained, sold and released, and the said R. L. and L. his Wife, have, and each of them hath, ratified and confirmed, and by these Presents the said E. B. doth, (by the Direction and Appointment of the said R. L. and L. his Wife, testified by their being Parties to, and Signing and Sealing these Presents,) bargain, sell and release; and the said R. L. and L. his
Wife;

Wife, do, and each of them doth ratify and confirm, unto the said C. Earl of, *Uc.* and, *Uc.* (in their actual Possession now being, by Virtue of a Bargain and Sale to them thereof made, from the said E. B. and R. L. and L. his Wife, for one Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute for transferring Uses into Possession,) and their Heirs, all and singular the said Messuage, Farm, Clofes, Lands, Tenements and Hereditaments, to him the said E. B. and his Heirs, in and by the said recited Indentures of Lease and Release, dated the sixteenth and seventeenth Days of, *Uc.* bargained, sold and released as aforesaid, with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premisses, and all the Estate, Right, Title, Interest, Use, Trust, Possession, Property, Claim and Demand whatsoever, of them the said E. B. and R. L. and L. his Wife, and every of them, in and to the same Premisses, and every Part and Parcel thereof; To have and to hold the said Messuages, Farms, Lands, Tenements, Hereditaments, and all and singular other the Premisses hereby bargained, sold, released, ratified and confirmed, or meant, mentioned, or intended so to be, with their and every of their Appurtenances, unto the said, C. Earl of, *Uc.* and *Uc.* their Heirs and Assigns; To the only Use and Behoof of them the said C. Earl of, *Uc.* and, *Uc.* their Heirs and Assigns for ever; and the said E. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said C. Earl of, *Uc.* and, *Uc.* their Heirs and Assigns by these Presents, that he the said E. B. hath not at any Time heretofore done, committed or suffered, any Act, Matter or Thing whatsoever, whereby or by Means whereof, the said Messuages, Farms, Lands, Tenements, Hereditaments and Premisses hereby by him the said E. B. bargained, sold and released, or intended so to be, or any

Part thereof, is, are, or may be impeached or incumbered in Title, Charge, Estate, or otherwise howsoever. *In Witness, &c.*

A Release and Confirmation of the Advowson of C. pursuant to a Covenant for further Assurance in a former Deed.

- (2.) **T**HIS Indenture made, *&c.* between *J. F.* of, *&c.* Gent. Son and Heir of *J. F.* late of, *&c.* deceased, of the one Part, and *P. D.* of, *&c.* of the other Part: Whereas the said *J. F.* being seized of and in all that Capital Messuage, or Mansion-House and Farm, commonly called by the Name of *C.* and divers other Lands, Tenements and Hereditaments in *C. M. alias M. G.* in the County of *S.* to which Capital Messuage and Premises, the Advowson, Donation, Right of Patronage, and free Disposition of the Rectory or Church of *C.* is reputed to belong and appertain; and whereas the said *P. D.* did for the Sum of, *&c.* of lawful Money of *Great Britain*, contract and agree to purchase of and from the said *J. F.* the said Capital Messuage, and all his Lands, Tenements and Hereditaments in *C. W. M. G.* in the said County of *S.* And whereas by Indentures of Lease and Release, bearing Date respectively the 12th and 13th Days of, *&c.* which was in the Year of our Lord, *&c.* the Release being tripartite, and made between the said *J. F.* by the Name of *J. F.* of *L.* Gent. Son and Heir of *J. F.* late of, *&c.* in the County of *S.* Gent. deceased, of the first Part, *T. F.* and *A. F.* Brother and Sister of the said *J. F.* the Son, of the second Part, and the said *P. D.* of the third Part, in Consideration of the said Sum of, *&c.* The said *J. F.* and *T. F.* and *A. F.* did grant and convey to the said *P. D.* and his Heirs, the said Capital Messuage, Mansion-House or

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Farm,

Farm, called by the Name of C. and all his Lands, Tenements and Hereditaments in C. M. and M. G. in the said County of S. in which said Indenture is contained a Covenant from the said J. F. for further Assurance, as by the said Indenture may appear: And whereas the said Advowson, if the said J. F. is any ways intituled thereunto, is either in gross or appendant, and is not named in the said Conveyance, and can only pass by the general Words therein contained, which may occasion several Suits, Disputes and Controversies, for Prevention whereof, the said J. F. hath agreed to grant, release and convey to the said P. D. and his Heirs, all such Estate, Right, Title, and Interest, as he hath in and to the said Advowson: Now this Indenture witnesseth, that the said J. F. as well in Performance of the said Agreement, and in Part of Performance of the said Covenant for further Assurance; and for and in Consideration of the Sum of 10 s. of, &c. to him the said J. F. in Hand paid by the said P. D. at or before the Enfealing and Delivery hereof, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations, him the said J. F. hereunto especially moving, he the said J. F. hath granted, bargained, sold, released, ratified and confirmed, and by these Presents doth fully, clearly, and absolutely grant, bargain, sell, release, ratify and confirm unto the said P. D. his Heirs and Assigns, all that the Advowson, Donation, free Disposition and Right of Patronage and Presentation of, in and to the Rectory, Church or Parsonage, *alias* C. with its Appurtenances in the said County of S. and all other Advowsons, Donations, free Dispositions and Rights of Patronage and Presentation of the said J. F. to any Church or Vicaridge in the said County of S. and the Reversion and Reversions, Remainder and Remainders of the said Premises, and all the Estate, Right, Title, Interest, Use, Trust, Possession, Property, Claim and Demand whatsoever, of the said J. S. and his Heirs, in and to the same; To have and to hold the said Advowson

son, Donation, free Disposition, Right of Patronage and Presentation, and Premisses, unto the said P. D. his Heirs and Assigns, to the only Use and Behoof of the said P. D. his Heirs and Assigns for ever; and to and for no other Use, Intent or Purpose whatsoever, or otherwise howsoever; And the said J. F. for himself, his Heirs and Assigns, doth covenant, promise and grant, to and with the said P. D. his Heirs and Assigns by these Presents, that he the said J. F. hath not at any Time heretofore, made any prior or other Grant of the said Advowson, Donation, free Disposition, Right of Patronage and Premisses, or granted any Turn or Presentation thereunto, or done any Act, Matter or Thing, that shall or may incumber the Premisses hereby granted, in Title, Charge, Estate or otherwise howsoever. *In Witness, &c.*

A Release of Right from J. G. to M. W. of Freehold and Copyhold Lands.

- (3.) **T**HIS Indenture made, &c. between J. G. of L. Gent. Son and Heir of J. G. late of, &c. Gent. deceased, of the one Part, and M. W. of L. Esq; of the other Part: Whereas the said J. G. the Father, being seized, [*There were several Recitals in the Conveyance, in which Notice was taken, that J. G. the Father, made his Last Will and Testament, dated, &c. and therein and thereby devised the Estate to his Wife, and A. B. &c. Trustees, to be sold, which was accordingly done by the Direction of the Court of Chancery; and the said J. G. Party hereto joined with the said Trustees; and by this separate Deed for a further Consideration, and absolutely to extinguish his Right, make this present Conveyance.*] Now this Indenture witnesseth, that for the barring and extinguishing all the Estate, Right, Title and Interest of the said J. G. Party hereto, unto the said Freehold and Copyhold

hold Premises so conveyed and surrendered to, or in Trust for the said *M. W.* as aforesaid, and for and in Consideration of the Sum of 11600 *l.* paid by the said *M. W.* for the absolute Purchase of the said Freehold and Copyhold Messuages, Lands, Tenements, Hereditaments and Premises, and of the Sum of 10 *s.* of, &c. to the said *J. G.* Party hereto, by the said *M. W.* in Hand paid by the said *M. W.* at or before the Enfealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged; and for divers other good Causes and Considerations, him hereunto moving, he the said *J. G.* Party hereto, hath remised, released, and for ever quit-claimed, and by these Presents doth fully, clearly and absolutely remise, release, and for ever quit-claim unto the said *M. W.* his Heirs and Assigns, all the Estate, Right, Title, Claim and Demand whatsoever, both in Law and Equity, of him the said *J. G.* Party hereto, of, in, to or out of the Freehold or Copyhold Messuages, Lands, Tenements, Hereditaments and Premises, so devised to be sold, by the Last Will and Testament of the said *J. G.* the Father, and decreed to be sold, and conveyed, and surrendered, in Pursuance of, and in Obedience to the said Decree of the said High Court of *Chancery*, as aforesaid; To have and to hold the said Freehold and Copyhold Messuages, Lands, Tenements, Hereditaments and Premises, unto the said *M. W.* his Heirs and Assigns, to the only Use and Behoof of the said *M. W.* his Heirs and Assigns for ever; so that he the said *J. G.* Party hereto, his Heirs, Executors, Administrators or Assigns, shall not nor will at any Time hereafter, have, claim, challenge or demand any Estate, Right, Title or Interest, either in Law or Equity, of, in, to or out of the said Freehold and Copyhold Messuages, Lands, Tenements, Hereditaments and Premises, or any Part or Parts, Parcel or Parcels thereof, by any Ways or Means whatsoever; but of and from all such Estate, Right, Title, Interest, and all other Demands whatsoever, of, in, to or out of the

faid Freehold and Copyhold, Messuages, Lands, Tenements, Hereditaments and Premisses, shall and will for ever hereafter be barred, and utterly excluded by these Presents. *In Witness, &c.*

A Release of Legacies, and also of all Right to the Estate charged with the Payment thereof.

- (4.) **T**O all Christian People to whom these Presents shall come, *J. W. of L.* sendeth Greeting: Whereas *J. W. of Lincoln's Inn, London, Gent.* in and by his Last Will and Testament in Writing, bearing Date on or about the tenth Day of *July, Anno Domini, &c.* therein reciting, that his Cousin *J. G. Gent.* had by his Will in Writing, dated on or about the fourteenth Day of *August, Anno Domini, &c.* appointed his Land in *C.* to be sold for the Payment of his Debts and Legacies, and made the said *J. W. of Lincoln's Inn*, his residuary Legatee, he the said *J. W. of Lincoln's Inn*, did devise to *R. G.* all his Equity to the real and personal Estate of the said *J. C.* upon Trust, (among others) To pay to the said *J. W.* Party to these Presents, the annual Sum of, *&c.* till his Age of 21 Years, and at that Age to pay him the said *J. W.* Party to these Presents the Sum of, *&c.* And whereas the Trustees named in the said *J. C.'s* Will did, together with the said *J. W. of Lincoln's Inn*, mortgage the said Lands, in *C.* to *P. C.* and *J. C.* and their Heirs, redeemable upon Payment of, *&c.* and Interest, which said Mortgaged Premisses, since legally vested in *R. B. of H.* in the County of *D.* Esq; and his Heirs, redeemable on Payment of, *&c.* and Interest: And whereas the said *R. B.* on or about the first Day of *May, Anno Domini, &c.* exhibited his Bill in the Honourable and High Court of *Chancery*, against the said *J. W. of Lincoln's Inn*, to foreclose his Equity

ty of Redemption, in and to the said Lands at C. and afterwards did duely foreclose him, so that by Reason of the several Conveyances in Fee, executed by the said J. W. of *Lincoln's Inn*, after the Making his said Will, and the Foreclosure, the said J. W.'s Will became void, and the said J. W. of L. could not have any Benefit thereby: Now know ye, that for the Prevention of all Suits, and quieting the said R. B. in the Possession of the said mortgaged and foreclosed Premises, and in Consideration of the Sum of 5 s. of lawful Money of *Great Britain*, to him the said J. W. in Hand paid by the said R. B. at or before the Ensealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, he the said J. W. of L. hath remised, released, and for ever quit-claimed, and by these Presents doth fully, clearly and absolutely remise, release, and for ever quit-claim unto the said R. B. his Heirs, Executors and Administrators, and to the Executors and Administrators of the said J. W. of *Lincoln's Inn*, the said respective Legacies of, £c. a Year, till his Age of 21 Years, and the said Sum of, £c. payable at his Age of 21 Years, and all his Right, Title and Demand, in and to the same; and all Action and Actions, Cause and Causes of Actions, both at Law, Equity, or any Ecclesiastical Court, Property, Claim and Demand, in, to, for, touching or concerning the said Legacies, or either of them, or which he can or may challenge, claim or demand, by Virtue of the said Will of the said J. W. of *Lincoln's Inn*, or any Legacy, Bequest, Devise or other Matter or Thing whatsoever, contained in the said Will. And know ye further, that the said J. W. of L. for the Consideration aforesaid, hath remised, released, and for ever quit-claimed, and by these Presents doth fully, clearly and absolutely remise, release, and for ever quit-claim unto the said R. B. his Heirs and Assigns, in his actual Seisin and Possession now being, all such Estate, Right, Title and Interest, as he hath, or claimeth or can or may any Ways have or claim, either in Law or Equity,

quity, of, in or to all or any the Lands, Tenements or Hereditaments, late of the said *J. C.* or the said *J. W.* and now in the Possession of the said *R. B.* in or near *C.* aforesaid, in the said County of, *℥c.* either by Reason of the said Legacies, or otherwise howsoever, so that he the said *J. W.* of *L.* his Heirs, Executors, Administrators and Assigns, of and from all such Right, Title and Interest, shall and will for ever hereafter be utterly barred and excluded by these Presents; and the said *J. W.* of *L.* for himself, his Heirs and Assigns, doth hereby covenant, promise and grant, to and with the said *R. B.* his Heirs and Assigns, that he the *J. W.* of *L.* hath not at any Time heretofore assigned the Legacies, or either of them, or done any Act, Matter or Thing, whereby the said Lands at *C.* are or may be incumbered in Title, Charge, Estate, or otherwise howsoever. *In Witness* whereof, the said *J. W.* of *L.* hath hereunto set his Hand and Seal the tenth Day of *November* in the first Year of our Sovereign Lord, *℥c.* and in the Year of our Lord God, *℥c.*

A Release of a Power of Revocation.

- (5.) **T**O all to whom these Presents shall come, I Sir *T. L.* of, *℥c.* Bart. send Greeting: Whereas [*Recite the Deed over the Uses, and then say,*] Provided, *℥c.* [*just as the same is Verbatim,*] as in and by the said recited Indenture may appear. And whereas I the said Sir *T. L.* have, with the Concurrence of *R. L.* my now eldest Son, by Sale of the said Manor of *M.* and other Lands, Tenements and Hereditaments, and by Sale of a Messuage, and certain Lands in the County of *L.* raised the Sum of 7000 *l.* and therewith prefer'd my Daughter in Marriage, which said Sum of, *℥c.* so raised as aforesaid, I did agree should be in full Satisfaction, Extinguish-

guishment and Discharge of the said Power; so that the said Manors, Lands, Tenements and Hereditaments herein before mentioned, subject to the said Power, ought to be freed, released and exonerated from the said Power; and I did further agree, that I would absolutely release the said Power: Now know ye, that I the said Sir T. L. pursuant to the said Agreement, and for divers other good Causes and Considerations me hereunto especially moving, have released, extinguished and discharged, and by these Presents do fully, clearly and absolutely release, extinguish and discharge the said recited Power, for raising 7000 l. as aforesaid, and all Lands, Tenements and Hereditaments therein comprized, or subject thereunto; so that I the said Sir T. L. shall not nor will, at any Time or Times hereafter, raise the same, or any Part thereof, or hereafter charge the said Manors, Lands, Tenements or Hereditaments, or any Part of the same, with the Payment thereof, or any Part thereof. *In Witness* whereof, I the said Sir T. L. have hereunto set my Hand and Seal, &c.

A Release of a Legacy.

TO all to whom these Presents shall come, I M. F. (6.)
Widow, Relict and Administratrix of all and singular the Goods and Chattels, Rights and Credits of J. F. late of, &c. Esq; deceased, send Greeting: Whereas J. S. by his Last Will and Testament in Writing, bearing Date, &c. did give to the Children of J. D. and his Wife, Daughter of the said J. S. the Sum of 600 l. and of his said Will made S. T. of, &c. Esq; and E. B. Esq; his Executors, and some Time after died: And whereas K. D. left seven Children, whereof J. F. (the Intestate,) was one; and whereas the said E. B. is since dead; and whereas the said J. F. is lately dead intestate, and Letters of Administration of all and singular the

Goods and Chattels, Rights and Credits of the said *J. F.* have been duly granted to me by the Prerogative Court of *Canterbury*. Now I the said *M. F.* do hereby acknowledge to have had and received, of and from the said *S. T.* the Sum of 26 *l.* 11 *s.* 6 *d.* being in full for my Share, due to me as Widow and Administratrix of the said *J. F.* and I do hereby remise, release, and for ever discharge the said *S. T.* of and from the same, and of and from Actions, Suits and Demands concerning the same. *In Witness* whereof, I have hereunto set my Hand and Seal, *&c.*

A Release to the Executor by the Children of the Testator, for their Parts and Shares of their said Father's Estate given therein, and by his Last Will and Testament.

- (7.) **T**O all to whom these Presents shall come, *T. S.* of, *&c.* *J. S.* of, *&c.* *B. S.* of, *&c.* *R. S.* of, *&c.* and *S. S.* of, *&c.* send Greeting: Whereas *T. S.* late Citizen and Innholder of *London*, deceased, by his Last Will and Testament, bearing Date, *&c.* did (among other Legacies,) give and bequeath unto his five Sons, or so many of them as should be living at the Time of his Decease, all his ready Money, Plate, Household-Stuff, and all other his Goods, Chattels and Estate whatsoever, to be equally divided between them, Share and Share alike, and of his Will made and ordained *J. B.* of, *&c.* full and whole Executor; and by his said Will directed the Part or Share of his Son *T. S.* to be paid him by his Executor by 50 *s.* a Quarter, till the whole should be paid as by the said Will, Relation being thereunto had, may more fully appear: And whereas the said *J. B.* at the Request of the said *T. S.* and for his Advancement in the World, and enabling him to set up and carry on his Trade

of a Tallow Chandler, which he now useth, hath consented and agreed to advance and pay unto him the said T. S. on the Sealing and Delivery hereof, all his said Part and Share of the Estate left him by his said late Father: And whereas the said J. B. hath made an equal Dividend of the Estate of the said T. S. deceased, given him by his Will, unto and amongst his said five Sons, to be paid to them the said T. S. J. S. B. S. R. S. and S. S. being the five Sons of the said T. S. deceased, that were living at the Time of his Decease, in full of their respective Parts and Shares of the said Estate: Now know ye, that they the said T. S. J. S. B. S. R. S. and S. S. on the Day of the Date of these Presents, have, each and every of them severally and respectively, had and received of and from the said J. B. the Sum of, £*c.* a-piece, in full Payment and Satisfaction of and for their severall and respective Parts and Shares of and in the said Estate, Goods and Effects of their said late Father, given and bequeathed unto them in and by his said Will, the severall and respective Receipts of which said severall and respective Sums of, £*c.* each, they the said T. S. J. S. B. S. R. S. and S. S. do hereby severally and respectively acknowledge, and themselves to be therewith severally and respectively fully paid and satisfied, and of and from the same, and all Legacies and Bequests, and all Actions, Suits, Arrests, Troubles, Damages, Claims and Demands whatsoever, that shall in any wise happen or arise, for or concerning the same respectively, or any Part thereof, they the said T. S. J. S. B. S. R. S. and S. S. for themselves severally and respectively, and not jointly, and for their severall and respective, and not joint Executors and Administrators, and for every of them, do remise, release, acquit and discharge the said J. B. his Executors and Administrators, and every of them, for ever, by these Presents. *In Witness* whereof, we the said T. S. J. S. B. S. R. S. and S. S. have hereunto set our Hands and Seals, the first Day of *July* in the fourth Year of our, £*c.* and in the Year of our Lord God, £*c.*

A Bond relating to the above Release.

NOverint universi per presentes, nos Thomam S. Civem
 & T. C. de L. Johan' S. de paroch' Sancti Ægidii in
 Campis in Com' M. Bookseller, Benjamin' S. de L. Nat'
 Ric' S. de L. Bookseller, & S. S. Civem & Vintner de L. te-
 neri & firmiter Obligari Jacobo B. Civem & Stationer de
 L. in, &c.

Whereas T. S. late Citizen, &c. [*as above, till you come to* Now know ye,] Now the Condition of this Obligation is such, that if there shall happen to be any Debt or Debts of the said T. S. the Testator deceased, that shall appear to be due to any Person or Persons, or any other Claim or Demand on his said Estate not known or discovered; that then and in such Case, if they the said T. S. &c. their and every or any of their Heirs, Executors or Administrators, or some of them, do and shall, upon Request, well and truly pay, or cause to be paid and returned unto him the said J. B. his Executors, Administrators or Assigns, so much of their said several and respective Parts and Shares of the said Estate of the said T. S. their late Father, so by him the said J. B. paid to them respectively, as aforesaid, as shall pay and satisfy such Debt or Debts, or any other Costs, Charges, Damages, Expences, Claims and Demands, as shall at any Time or Times hereafter happen to appear to be due and owing from the said T. S. deceased, or his Estate, or for or by Reason or Means thereof, and also do and shall, from Time to Time and at all Times hereafter, well and sufficiently save, keep harmless and indemnified the said J. B. his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels of and from all Suits, Costs, Charges, Expences, Damages and Demands whatsoever, which shall or may happen or arise, for or by Reason or Means of his the said J. B.'s Paying them the said T. S. J. S. B. S.

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R. S.

R. S. and S. S. their or any of their respective Parts and Shares of their said late Father's Estate as aforesaid, or otherwise howsoever, for or on Account of the same in any Manner of wise whatsoever; then this Obligation to be void and of none effect, or else to remain in full Force and Virtue.

A Release by a Man and his Wife of an Annuity granted to his Wife.

THIS Indenture tripartite, &c. between J. T. of, &c. (8.)
 and S. his Wife, of the first Part, J. B. of, &c. of J. B. sells to the Executors of — &c. Premises charged with the said Annuity, and which by this Release are discharged.
 the second Part, and the Right Honourable C. Earl of O. &c. Executors of the Last Will and Testament of, &c. deceased, of the third Part: Whereas by Indentures of Lease and Release, bearing Date respectively, &c. and made or mentioned to be made between Sir J. C. of, &c. of the one Part, and Sir R. B. of, &c. Knt. J. N. of, &c. and T. H. of, &c. of the other Part, the said Sir J. C. for the Consideration therein mentioned, did, among other Manors, Messuages, Lands, Tenements and Hereditaments, grant and convey to the said Sir R. B. J. N. and T. S. their Heirs and Assigns, all and singular the Lordships, Manors, &c. of him the said Sir J. C. in the County of R. and purchased by him of any Person and Persons whatsoever, before the Year of our Lord 1690, to the Use of the said J. B. and his Heirs, subject to and in Trust to pay to D. B. E. B. R. B. and S. B. Brothers and Sisters of the said J. B. the annual Sum of 100 l. a-piece, for and during their natural Lives: And whereas the said D. B. and R. B. are both since dead, and the said E. B. hath released his said Annuity of 100 l. per Annum, settled on him as aforesaid: And whereas the said J. T. by his Intermarriage with the said S. is become legally intituled to the said annual

nual Sum of 100 *l. per Annum*, in the Right of his said Wife: And whereas the said C. E. &c. have purchased of the said J. B. for the Sum of, &c. all those the Manors or reputed Manors of W. and T. and divers other Lands, Tenements and Hereditaments, situate in the said County of R. which said Manors and Premises were Part of the Lands purchased by the said Sir J. C. before the Year of our Lord 1690, and vested in the said J. B. and his Heirs, subject to the said Rent-Charge, and the same among other Lands charged, still remained charged with the said Annuity of 100 *l.* granted to the said S. for her Life as aforesaid; and the said J. T. and S. his Wife, have at the Request of the said J. B. agreed to discharge the said Manors, Lands, Tenements and Hereditaments, purchased by the said C. Earl of O. and, &c. as aforesaid, of and from the Payment of the said Annuity: Now this Indenture witnesseth, that in Performance of the said Agreement, and for discharging the said purchased Manors, Lands, Tenements and Hereditaments from the Payment of the said Annuity; and for and in Consideration of the Sum of 100 *s.* of lawful Money of *Great Britain* to the said J. L. and S. his Wife, in Hand paid by the said C. Earl of O. &c. at or before the Enfealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged; and for divers other good Causes and Considerations the said J. T. and S. his Wife, hereunto especially moving, they the said J. T. and S. his Wife, at the Request and by the Direction of the said J. B. testified by the said J. B.'s being a Party to, and Signing and Sealing these Presents, have, and each of them hath, remised, released, and for ever quit-claimed, and by these Presents do, and each of them doth, remise, release, and for ever quit-claim unto the said C. Earl of O. &c. their Heirs and Assigns, the said Rent or annual Sum of 100 *l.* payable to the said S. Wife of the said J. T. for her Life as aforesaid; and all Remedies, both at Law and in Equity, for recovering the same; and also all such E-

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state, Right, Title, Interest, Property, Claim and Demand, which they the said J. T. and S. his Wife, have, or either of them hath, or of Right ought to have, of, in, to, or out of the said Manors, Lands, Tenements and Hereditaments so purchased by the said C. Earl of O. &c. as aforesaid, so that the said J. T. and S. his Wife, and each of them, of and from all such Interest, Claim and Demand, and all Distresses on the said Manors, Lands, Tenements and Hereditaments, shall and will be for ever hereafter barred by these Presents; and the said J. T. for himself, and the said S. his Wife, doth covenant, promise and grant to and with the said C. Earl of O. &c. and their Heirs, that he the said J. T. and S. his Wife, shall and will, on this side or before the End of *Michaelmas* Term next ensuing the Date of these Presents, levy before his Majesty's Justices of the Court of *Common Pleas* at *Westminster*, to the said C. Earl of O. &c. one or more Fine or Fines *sur Concesserunt*, or *sur Grant & Release*, of the said Rent of 100 *l. per Annum*, which said Fine so to be levied as aforesaid, shall be and enure, and is hereby declared to be and enure, for the more effectual extinguishing the said annual Rent of 100 *l.* and for exonerating and intirely discharging the said Manors, Lands, Tenements and Hereditaments herein before mentioned to be purchased as aforesaid, from the Payment thereof, or any Part thereof, and to no other Use, Intent and Purpose whatsoever; And further that they the said C. Earl of O. &c. their Heirs and Assigns, shall and may peaceably and quietly have, hold and enjoy the said Manors, Lands, Tenements and Hereditaments, purchased by them of the said J. B. as aforesaid, without any the lawful Let, Suit, Disturbance, Distress or Demand of the said J. T. and S. his Wife, or any claiming or to claim the said Rent or Sum of 100 *l.* a Year, by, from or under them or either of them, and that freed and discharged of and from all Grants and Incumbrances of the said J. T. and S. his Wife, and of either of them: And lastly, it is hereby

hereby declared and agreed, by and between all the said Parties to these Presents, that the said Manor, Lands, Tenements and Hereditaments herein before mentioned to be sold, shall be from henceforth discharged of and from the said annual Sum of 100 l. and the Remedies for recovering thereof, and all Arrears thereof, if any now due and owing. *In witness, &c.*

A Release being a Purchase.

- (9.) **T**HIS Indenture made the, &c. between R. M. of, &c. Gent. of the one Part, and R. N. Citizen and Goldsmith of *London*, of the other Part, witnesseth, that for and in Consideration of the Sum of 650 l. of, &c. to the said R. M. in Hand paid by the said R. N. at or before the Ensealing and Delivery of these Presents, the Receipt whereof, as the full Consideration for the absolute Purchase of the Messuages or Tenements, Lands and Hereditaments herein after mentioned to be granted and released, he the said R. M. doth hereby acknowledge, and thereof, and of every Part or Parcel thereof, doth hereby acquit, release and for ever discharge the said R. N. his Heirs, Executors and Administrators by these Presents, and for divers other good Causes and Considerations him hereunto especially moving, he the said R. M. hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth fully, clearly and absolutely grant, bargain, sell, alien, release and confirm unto the said R. N. (in his actual Possession now being, by Virtue of a Bargain and Sale to him thereof made by the said R. M. by Indenture, bearing Date the Day next before the Day of the Date of these Presents, for the Term of one whole Year, commencing from the Day next before the Day of the Date of the same Indenture, for the Consideration

tion of 10 s. therein mentioned, and by Force and Virtue of the Statute for transferring Uses into Possession,) his Heirs and Assigns, all that Messuage or Tenement, with the Out-houses, Stables, Coach-houses, Gardens, Orchards and other the Appurtenances thereunto belonging, situate, lying and being, &c. now in the Possession of the said R. M. his Assigns or Under-tenants, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and every Part and Parcel thereof, and all the Estate, Right, Title, Interest, Use, Trust, Possession, Property, Claim and Demand whatsoever, both in Law and Equity, of him the said R. M. of, into, or out of the said Messuage, or Tenement and Premises, and every Part and Parcel thereof, and all Deeds, Evidences, Muniments and Writings, touching and concerning the said Premises only, or any Part or Parcel thereof only, which the said R. M. now hath in his Custody, or can come by without Suit in Law and Equity; together with true and authentick Copies of all such other Deeds, Evidences, Muniments and Writings, touching or concerning the said Premises, or any Part thereof, together with other Messuages or Tenements, Lands and Hereditaments, which he the said R. M. hath in his Power or Custody, or can come by without Suit in Law or Equity, the said Copies to be taken at the proper Costs and Charges of the said R. N. his Heirs or Assigns; To have and to hold the said Messuage or Tenement, and all and singular other the Premises hereby granted or intended so to be, with their and every of their Appurtenances, unto the said R. N. his Heirs and Assigns, to the only proper Use and Behoof of the said R. N. his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever, and the said R. M. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said R. N. his Heirs and Assigns by these Presents, in Manner and Form following, (that is to say,) that for and notwithstanding

any Act, Matter or Thing by the said R. M. or by M. E. of, &c. or by G. G. of, &c. Uncle of the said M. G. or by R. G. of, &c. and J. his Wife, deceased, or any of them, committed or done to the contrary, he the said R. M. immediately before the Enfealing and Delivery of these Presents, is the true, rightful and lawful Owner, and by good and just Right and Title is lawfully and rightfully seized of and in all and singular the said Messuage or Tenement and Premises, with their and every of their Appurtenances, of a good, sure, absolute and indefeazable Estate of Inheritance, in Fee-simple, without any Manner of Condition, Trust, Power of Revocation or Limitation of Use or Uses, or any other Restraint, Cause, Matter or Thing whatsoever, to alter, change, charge, defeat, incumber or make void the same; and that for and notwithstanding any such Act, Matter, Cause or Thing to the contrary as aforesaid, he the said R. M. hath in himself good Right, full Power, and lawful and absolute Authority, to grant, bargain, sell, release and convey the said Messuage or Tenement, and all and singular other the Premises, with their and every of their Appurtenances, unto and to the Use of the said R. N. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents; and also that the said R. N. his Heirs and Assigns, shall and may, from Time to Time and at all Times for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage or Tenement, and all and singular other the Premises, with their and every of their Appurtenances, and receive and take the Rents, Issues and Profits thereof, to and for his and their own Use and Benefit for ever, without any lawful Let, Suit in Law or Equity, Trouble, Disturbance, Claim or Demand whatsoever, of or by the said R. M. or his Heirs or Assigns, or of or by any other Person or Persons whatsoever, lawfully claiming any Estate, Right, Title, Interest, Property, Claim or Demand whatsoever, either in Law or Equity, of, in,

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unto or out of the said Messuage, or Tenement and Premises, or any Part or Parcel thereof, from, by, or under him, or from, by, or under the said G. G. deceased, R. G. deceased, and J. his Wife, deceased, any or either of them, and that free and clear, and freely and clearly acquitted and discharged of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Jointures, Dowers, Rights and Title of Dower, Uses, Wills, Intails, Statutes Merchant and of the Staple, Recognizances, Judgments, Extents, Executions, Rents, Arrearages of Rent, Annuities, yearly Payments, Forfeitures, Debts of Record, Debts to the King, and of and from all other Titles, Troubles, Charges and Incumbrances whatsoever, had made, committed, done or suffered, or hereafter to be had, made, committed, done or suffered, by the said R. M. or his Heirs or Assigns, or by the said G. G. deceased, R. G. deceased, and J. his Wife, any or either of them, or any or either of their Heirs or Assigns, except one Indenture bearing Date, *ſc.* and made between T. S. of the one Part, and the said M. E. of the other Part, whereby the said T. S. did demise the said Premises to the said M. E. for 500 Years, which said Term by mesne Assignments, vested in W. D. of, *ſc.* Gent. and is agreed to be assigned to P. C. Trustee for the said R. N. in Trust for the said R. N. and his Heirs, one other Indenture dated, *ſc.* whereby the said T. S. demised the said Premises to H. W. for 500 Years, which said Term also vested in the said W. D. and is agreed to be assigned to the said P. C. in Trust for the said R. N. and his Heirs, and an annual Rent of 40 s. hereafter to grow due and issuable, and payable for ever, out of the said Premises, or some Part thereof, unto or for the Use and Benefit of the Free School, in the Parish of E. in the County of E. being the Gift of the said R. G. deceased, only excepted and foreprized; and the said R. M. his Heirs and Assigns, and all and every other Person or Persons, having or lawfully claiming, or which
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can or may lawfully have or claim any Manner of Estate, Right, Title, Interest, Property, Claim or Demand, of, in, unto, or out of the said Messuage, or Tenement and Premises, or any Part thereof, of, from, by, or under or in Trust for the said R. M. M. E. G. G. R. G. and J. his Wife, or any or either of them, except the said P. C. in Respect of the Residue of the said two Terms of of 500 Years and 500 Years, shall and will from Time to Time and at all Times hereafter, upon the reasonable Request, and at the proper Costs and Charges in the Law of the said R. N. his Heirs, and Assigns, make, do, acknowledge, levy, suffer and execute, and cause, and procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable Act and Acts, Deed and Deeds, Conveyances and Assurances in the Law whatsoever, for the further, better, more perfect and absolute conveying and assuring of the said Messuage, or Tenement and Premises, or any Part or Parcel thereof, unto and to the Use of the said R. N. his Heirs and Assigns for ever, be it by Feoffment or Feoffments, Deed or Deeds inrolled or not inrolled, Fine or Fines, Common Recovery or Recoveries, or by any other lawful and reasonable Ways or Means whatsoever, as by the said R. N. his Heirs or Assigns, or his or their Counsel learned in the law, shall be reasonably devised or advised and required, so as the Party or Parties, that shall be required to make such further Assurance or Assurances, be not compellable, for the doing thereof, to travel from his, her or their respective Habitations, at the Time of such Request to be made; and so as such further Assurance and Conveyance contain or extend to no further or other Warranty or Covenant, than against the respective Persons that shall be required to make or join in such Assurances, and their respective Heirs and Assigns, Acts and Incumbrances: And it is hereby declared, covenanted and agreed, by and between all the said Parties to these Presents, that all and

every such further Assurances to be had or made of the said Premises, or any Part thereof, shall be and enure to the only proper Use and Behoof of the said R. N. his Heirs and Assigns for ever; and to and for no other Use, Intent or Purpose whatsoever, or otherwise howsoever. *In Witness, &c.*

A Release of Freehold, and Assignment of Leasehold.

THIS Indenture tripartite, made, &c. between R. R. (10.) of, &c. Esq; of the first Part, Sir B. L. of, &c. Bart. Pursuant to a Covenant. of the second Part, and A. C. of, &c. Esq; of the third Part: Whereas by Indentures of Lease and Release, bearing Date respectively the twenty-ninth and thirtieth Days of, &c. the Release being tripartite, and made or mentioned to be made between the said Sir B. L. and T. L. eldest Son and Heir apparent of the said Sir B. L. of the first Part, Sir P. M. of W. H. Knt. only Son and Executor of Sir P. M. late of G. S. in the County of M. Knt. of the second Part, and the said R. R. of the third Part, reciting among other Things, that the said R. R. had purchased of the said Sir B. L. the Manors or Lordships of N. S. and H. and divers Messuages, Lands, Tenements and Hereditaments in the County of S. for the Sum of 1300 *l.* and had by the Direction of the said Sir B. L. out of the said Purchase paid off and discharged and satisfied the said Sir P. M. the Son, the Sum 10349 *l.* 10 *s.* secured by Mortgage on the Parish of H. alias H. St. M. B. in the said County of S. and the Manor, Lordship and Farm of G. and several Manors, Lands, Tenements and Hereditaments in G. S. &c. in the said County of S. and the third Part of several Hereditaments in the County of L. in the said Indenture particularly mentioned, and hereafter by these Presents granted, re-

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leased, assigned and set over, or intended so to be: And whereas the said Sir *B. L.* and *T. L.* did agree with the said *R. R.* that the said Parish of *Osborne*, alias *Usborn*, and *St. M. B.* the Manor of *D.* and other the Messuages, Lands, Tenements and Hereditaments, in the said Indenture mentioned, and not purchased by the said *R. R.* should be a Security to the said *R. R.* to protect the Premises by him purchased, until a Common Recovery of the said purchased Manors and Premises should be had and suffered, and the Use thereof declared to be to the Use of the said *R. R.* and his Heirs. It is by the said Indenture tripartite witnessed, that for the Consideration aforesaid, and in Consideration of the Sum of 10 s. to the said Sir *B. L.* *T. L.* and Sir *P. M.* the Son, in Hand paid by the said *R. R.* and for other Considerations therein mentioned, he the said Sir *P. M.* the Son, (by and with the Direction and Consent of the said Sir *B. L.* and *T. L.* testified as therein is mentioned, did bargain, sell, release and confirm the said Parishes of *H. &c. St. M. B.* and all and singular other the Premises, which in and by a certain Indenture, bearing Date on or about the ninth Day of *September*, which was in the Year of our Lord 1697, and made between the Reverend *A. M.* Doctor of, *&c.* of the one Part, and the said Sir *B. L.* of the other Part, were demised, granted, and to Farm letten unto the said Sir *B. L.* his Heirs and Assigns, for and during the natural Lives of him the said Sir *B. L.* Sir *S. E.* since deceased, and *R. E.* Esq; (now Sir *R. E.* Knt.) and since vested in the said Sir *P. M.* the Son, his Heirs and Assigns, for and during the natural Lives of Sir *B. L.* and Sir *R. E.* and the Life of the longer Liver of them; To have and to hold the said Parishes and Premises unto the said *R. R.* his Heirs and Assigns, during the natural Lives of the said Sir *B. L.* and Sir *R. E.* and the Life of the longest Liver of them, subject to the Rents and Covenants in the said recited Lease contained: And it is further witnessed, by the said Indenture tripartite of the thirtieth Day of *July* last

last past, that the said Sir P. M. by the Direction and with the Consent of the said Sir B. L. and T. L. testified also, as therein is mentioned, did bargain, sell, assign and set over unto the said R. R. all that the said Manor, or Lordship and Farm of G. in the said County of S. with its Rights, Members and Appurtenances thereunto belonging, and all the third Part of several Houses in the County of L. and all and singular other the Premises, which in and by a certain Indenture of Bargain, Sale and Demise, bearing Date the twenty-fourth Day of *January* in the Year of our Lord 1700, made between the said Sir B. L. of the one Part, and Sir R. G. of, &c. of the other Part, were granted and demised to the said Sir R. G. his Executors, Administrators and Assigns, for the Term of 2000 Years, and afterwards come to and vested in the said Sir P. M. the Son; To hold the said Manors, Lands and Premises unto the said R. R. his Executors, Administrators and Assigns, for the Residue of the said Term of 2000 Years then to come and unexpired, without Impeachment of Waste: Provided always, and it was by the said Indenture declared and agreed, by and between the said R. R. and the said Sir B. L. and T. L. that if the said Sir B. L. and T. L. should and did, before the End of *Michaelmas* Term then next ensuing, suffer one or more good Common Recoveries of the said Manors of L. S. and H. and other the Messuages, Lands, Tenements and Hereditaments, purchased by the said R. R. of the said Sir B. L. pursuant to the Covenants contained in an Indenture quadripartite, bearing also Date the said thirtieth Day of *July* last past, and made between the said Sir B. L. and D. C. his Wife, and the said T. L. of the first Part, the said Sir P. M. the Son, of the second Part, the said R. R. of the third Part, and F. L. of *Lincoln's Inn*, &c. of the fourth Part, that then and in such Case, he the said R. R. his Heirs, Executors or Administrators, should and would at the Requests, Costs and Charges in the Law of the said Sir B. L. his Heirs, Executors

or

or Administrators, reconvey the said Freehold Premises, and reassign the said Term of 2000 Years to the said Sir B. L. his Heirs, Executors, Administrators or Assigns, or to such Person or Persons, as he or they should appoint, free from all Incumbrances, &c. And whereas a Common Recovery of the said Manors of L. S. and H. and other the Premises purchased by the said R. R. as aforesaid, was in *Michaelmas* Term last past duly had and suffered, and the said Recovery declared to be to the Use of the said R. R. his Heirs and Assigns for ever: Now this Indenture witnesseth, that for and in Consideration of the said Recovery so suffered, and the Uses thereof so declared as aforesaid; and in Consideration of the Sum of 10 s. of, &c. to the said R. R. in Hand paid by the said Sir B. L. at or before the Enfeoffing and Delivery of these Presents, the Receipt whereof, &c. acknowledged, and for divers other, &c. moving, he the said R. R. in Performance of the said Agreement in the herein before recited Proviso contained, at the Request of the said Sir B. L. hath bargained, sold, released and confirmed, and by these Presents doth bargain, &c. unto the said Sir B. L. (in his actual Possession now being, by Virtue of a Bargain and Sale to him thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force and Virtue of the Statute for transferring Uses into Possession,) and to his Heirs, all that the aforesaid Parsonage of *Osborne* alias *Usborn*, and *St. M. B.* and all and singular other the Premises, which in and by the said herein before recited Indentures of Lease and Release, dated the twenty-ninth and thirtieth Days of *July* last past, were granted and conveyed to the said R. R. and his Heirs, for the Lives of the said Sir B. L. and Sir R. E. as aforesaid, and all the Estate, Right, Title, Claim and Demand whatsoever, of him the said R. R. of, into, or out of the said Premises; To have and to hold the said Parsonage and Premises, with their Appurtenances, unto the said Sir B. L.

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his Heirs and Assigns, for and during the natural Lives of the said Sir B. L. and Sir R. E. and the Life of the longest Liver of them: And this Indenture further witnesseth, that for the Consideration aforesaid, and in Consideration of the Sum of 10 s. of like lawful Money to the said R. R. in Hand paid by the said A. C. at or before, *Uc.* the Receipt, *Uc.* acknowledged, he the said R. R. at the Request, and by the Direction of the said Sir B. L. testified by his being Party to, and signing and sealing these Presents, hath bargained, sold, assigned, set over and transferred, and by these Presents doth bargain, sell, assign, set over and transfer unto the said A. C. his Executors, Administrators and Assigns, all that the Manor or Lordship and Farm of G. in the said County; and also all the third Part of the several Houses in the County of L. and all and singular other the Premises in the said herein before recited Indenture of the thirtieth of *July* last contained, and which were by Indenture bargained, sold, assigned and set over by the said Sir P. M. the Son, to the said R. R. his Executors, Administrators and Assigns, for the Residue of the said Term of 2000 Years as aforesaid, and all the Estate, Right, Title, Term or Terms for Years, Property, Claim and Demand whatsoever, of the said R. R. of, into, or out of the said Manor, or Lordship and Farm, and other the said last mentioned Premises, every or any Part thereof; To have and to hold the said Manor, Lands and Premises hereby assigned and set over, or intended so to be, with their and every of their Appurtenances, unto the said A. C. his Executors, Administrators and Assigns, from henceforth, for and during all the Rest, Residue and Remainder of the said Term of 2000 Years, yet to come and unexpired, without Impeachment of Waste, in Trust nevertheless for the said Sir B. L. his Heirs and Assigns, to the Intent the said Term may not be mortgaged, but may wait upon and attend the Reversion, Fee-simple and Inheritance of the said Manor and Premises, and may be liable and subject to such Dispositions,

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tions, as the said Sir B. L. his Heirs or Assigns shall make thereof; and the said R. R. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said B. L. his Heirs, Executors, Administrators and Assigns, that he the said R. R. hath not wittingly or willingly done, committed or suffered any Act, Matter or Thing, whereby the said Premises hereby respectively granted and assigned, are or may be incumbered or impeached, in Title, Charge, Estate or otherwise howsoever. *In witness, &c.*

A Release: Two Persons, seized of an Estate which is Mortgaged to two other Persons, convey the same to be sold for the Payment of the Mortgage Debt.

(11.) **T**HIS Indenture tripartite made, &c. between W. W. of, &c. and B. M. of, &c. of the first Part, N. J. of, &c. and W. D. of, &c. of the second Part, and W. J. of, &c. and W. V. of, &c. of the third Part: Whereas the said W. W. and B. M. stand seized to them and their Heirs, of and in the Capital Messuage or Mansion-House, called B. in the Parish of L. in the County of H. and all and singular the Houses, Outhouses, Buildings, Barns, Stables, Dove-houses, Orchards, Gardens, Fish-Ponds, Moats and Appurtenances, to the said Capital Messuage belonging, containing about 15 Acres, and all that, &c. And whereas the said Premises are mortgaged to the said N. J. and W. D. for 500 l. Now this Indenture witnesseth, that for the better securing and speedier raising the said mortgage Debt of 500 l. and all Interest due or to grow due for the same, and in Consideration of the Sum of 10 s. of, &c. to the said W. W. and B. M. in Hand paid by the said W. J. and W. V. at and before, &c. and for other good Causes, &c. especially moving,

moving, they the said *W. W.* and *B. M.* by the Direction and Appointment of the said *N. J.* and *W. D.* testified by their being Parties to and Signing and Sealing these Presents, have, and each of them hath, bargained, sold, assigned, released and confirmed, and by these Presents do, and each of them doth, bargain, &c. unto the said *W. J.* and *W. V.* [*in their actual Possession, &c. as in others.*] all that the said Capital Messuage, &c. and the Reversion, &c. and all the Estate, &c. of the said *W. W.* and *B. M.* in and to the same; To have and to hold the said Capital Messuage, &c. unto the said *W. J.* and *W. V.* their Heirs and Assigns, to the only Use and Behoof of the said *W. J.* and *W. V.* their Heirs and Assigns for ever, on the Trusts and Confidences, and to the Ends, Intents and Purposes herein after mentioned, (that is to say,) upon Trust, that they the said *W. J.* and *W. V.* and the Survivor of them, and the Heirs of such Survivor shall and do, as soon as conveniently may be, sell the said Capital Messuage, and all and singular the said Premises hereby bargained and sold, or intended so to be, and by and out of the Money arising by such Sale, in the first Place, pay off and discharge the said Mortgage Debt of 500 *l.* and all Interest due, or to grow due for the same, together with the Costs, Charges, Damages and Expences of the said *N. J.* and *W. D.* and after Payment thereof on this further Trust, to pay the Residue of the Money arising by such Sale, the said Trustees Charges and Expences, occasioned by the Trust in them reposed, being first deducted, to such Person and Persons, and to such Use and Uses, and on such Trusts as the said Premises hereby bargained and sold were liable to, at and before the Execution of this Present Conveyance; and the said *W. W.* and *B. M.* each for himself severally, and not jointly, nor one of them for the other, or for the Act, Heir, Executor or Administrator of the other, doth hereby covenant, promise and grant, to and with *W. J.* and *W. V.* their Heirs and Assigns, that it shall and may be lawful to and for the

Power to sell.

Further Trust.

And apply to pay the Surplus to the same Uses as the said Premises stood before the Sale.

Covenant severally.

Trustees to enjoy on the Trusts aforesaid

the said *W. J.* and *W. V.* their Heirs and Assigns, on the Trusts aforesaid, peaceably and quietly to have, hold, occupy, possess and enjoy the said Capital Messuage, Lands, Tenements, Hereditaments and Premises hereby bargained and sold, or intended so to be, without any the Let, Suit or Disturbance of or by the said *W. W.* and *B. M.* or any claiming or to claim, by, from or under them, or by their Means, Consent, Privity or Procurement. *In Witness, &c.*

To be executed by all Parties.

A Release of Right, from P. D. to C. D. his Son, of, in, to all, &c. granted and conveyed by Sir E. S. to the said P. D. and C. D. and their Heirs, to the Use of them and their Heirs, in Trust for the said P. D. and his Heirs.

(12.) **T**HIS Indenture made, &c. between *P. D.* of, &c. Esq; of the one Part, and *C. D.* Esq; Son and Heir apparent of the said *P. D.* of the other Part : Whereas by Indenture of Bargain and Sale, inrolled in *Chancery* dated on or about the tenth Day of *February*, which was in the Year of our Lord 1719, *Sir E. S.* of, &c. Knt. for the Consideration therein mentioned, did grant and convey to the said *P. D.* and *C. D.* and their Heirs, to the Use of them and their Heirs, in Trust for the said *P. D.* and his Heirs, all that the Manor of *M.* in the County of *K.* and divers other Lands, Tenements and Hereditaments, therein and herein after particularly mentioned, (except as therein is excepted,) as in and by the said Indenture, relation being thereunto had, may more fully and at large appear : And whereas it was the Intention of the said *P. D.* at the Time of the said Purchase, that the said Farms, Lands and Tene-
ments

ments in the said Indenture mentioned should be purchased for the Benefit of his said Son *C. D.* Except the Manor and Royalty of *M.* which the said *P. D.* resolved to reserve and keep to himself: Now this Indenture witnesseth, that the said *P. D.* for and in Consideration of the natural Love and Affection which he hath and beareth to the said *C. D.* his Son, and for divers other good and valuable Considerations him hereunto moving, he the said *P. D.* remised, released, and for ever quit-claimed and confirmed, and by these Presents doth fully, clearly and absolutely remise, release, and for ever quit-claim unto the said *C. D.* his Heirs and Assigns, all such Estate, Right, Title, Interest, Property, Claim and Demand, both in Law and Equity, which he the said *P. D.* hath or ought to have, or can or may claim, of, in, and to all that Messuage or Tenement in *M.* aforesaid, formerly in the Occupation of *T. W.* and all Yards, Backsides, Orchards, Gardens, Lands and Appurtenances to the same belonging, and all that, &c. and all other the Lands and Tenements of the said *P. D.* purchased of the said Sir *E. S.* as aforesaid, except the Manor of *M.* and the Quit-Rents, Chief-Rents, Leet, Royalties, Privileges, Heriots and other Services to the said Manor belonging; To have and to hold the said Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises, (except as is herein before excepted,) unto the said *C. D.* his Heirs and Assigns, to the only proper Use and Behoof of him the said *C. D.* his Heirs and Assigns for ever; so that he the said *P. D.* no Manner of Estate, Right, Title, or Interest, shall and will have, challenge, claim or demand, in or to the said Premises hereby released, or any Part or Parcel thereof, but of and from all such Estate, Right, Title and Interest, shall and will for ever hereafter be barred by these Presents; and the said *P. D.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *C. D.* his Heirs and Assigns in Manner and Form following, (that

is to say,) that he the said *P. D.* hath not, at any Time heretofore, wittingly or willingly done, committed or suffered any Act, Matter or Thing, whereby or by Means whereof the said Premises are or may be incumbered in Title, Charge, Estate, or otherwise howsoever; and further, that he the said *P. D.* shall and will at any Time hereafter, upon the reasonable Request, Costs and Charges in the Law, of the said *P. D.* his Heirs or Assigns, do or cause to be done any further or other lawful and reasonable Act, Matter or Thing, for the further and better assuring, releasing and confirming the said Premises to the said *C. D.* his Heirs and Assigns, be it by Fine or Fines, Common Recovery or Common Recoveries, or by any other lawful or reasonable Conveyance and Assurance in the Law whatsoever, as by the said *C. D.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required. *In Witness, &c.*

This Indenture made, *Uc.* between Sir *T. C.* of, *Uc.* Bart. *R. H.* of, *Uc.* Esq; *H. P.* of, *Uc.* Esq; and *N. P.* of, *Uc.* Esq; of the one Part, and the Reverend *J. W.* Doctor in Divinity, the Principal, Fellows and Scholars of *J. College*, within the City and University of *Oxford*, of *Queen E.'s* Foundation, of the other Part, witnesseth, that as well for and in Consideration of the Sum of 1500 *l.* of, *Uc.* to the said Sir *T. W. R. H. H. P.* and *N. P.* in Hand well and truly paid by the said Principal, Fellows and Scholars, at the Execution of these Presents, the Receipt whereof they the said Sir *T. W. R. H. H. P.* and *N. P.* do, and each and every of them doth hereby acknowledge and confess, and thereof and of every Part and Parcel thereof, do and each of them doth, by these Presents, release, acquit and discharge the said Principal, Fellows and Scholars, and their Successors, as also for divers other good and valuable Considerations hereunto especially moving, they the said Sir *T. W. R. H. H. P.* and *N. P.* have, and each and

every of them hath, granted, aliened, bargained and sold, and by these Presents do and each and every of them doth grant, assign, bargain and sell unto the said Principal, Fellows and Scholars, and their Successors, all that the Advowson, Patronage, Right of Patronage, Gift, Nomination, Presentation, free Disposition and Donation, of, in and to the Parish Church of, &c. in the County of L. with all and singular the Rights, Members and Appurtenances, and the Reversion and Reversions, Remainder and Remainders thereof, and all the Estate, Right, Title, Interest, Trust, Property, Claim and Demand whatsoever, of the said Sir T. W. &c. and of each and every of them, of, in and to the said Advowson and Premises, together with all Deeds, Evidences and Writings, touching or concerning the same, which are now in their, any or either of their Custody or Possession, or which they, or any, or either of them can or may come by without Suit in Law; To have and to hold the said Advowson, Patronage, Right of Patronage, Gift, Nomination, Presentation, free Disposition and Donation, of, in and to the said Parish Church of, &c. aforesaid, with its Rights, Members and Appurtenances, unto the said Principal, Fellows and Scholars and their Successors, to the only Use of the said Principal, Fellows and Scholars and their Successors for ever; and the said Sir T. W. for himself, his Heirs, Executors and Administrators, doth by these Presents covenant with the said Principal, Fellows and Scholars and their Successors, that he the said Sir T. W. hath not heretofore made, done, committed or executed, or wittingly or willingly suffered to be done any Act, Matter or Thing, whereby or wherewith the said Advowson with its Rights, Members and Appurtenances, is or may be charged, impeached or incumbered in Title, Charge, Estate or otherwise howsoever, [*the like for R. H. and the like for N. P.*] and the said H. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant with the said Principal, Fellows and Scholars,
and

and their Successors by these Presents, in Manner following, (that is to say,) that for and notwithstanding any Act, Matter or Thing whatsoever, by them the said Sir T. W. R. H. H. P. and N. P. any or either of them, or by Sir H. P. at any Time heretofore done, committed or executed to the contrary, they the said Sir T. W. R. H. H. P. and N. P. are, or some, or one of them is seized of the said Advowson and Premises, of a good, sure, perfect and absolute Estate of Inheritance in Fee-simple, and that for and notwithstanding any such Act or Thing as aforesaid, they the said Sir T. W. R. H. H. P. and N. P. have, or some, or one of them, hath good Right, full Power and lawful Authority to grant and convey the said Advowson and Premises unto the said Principal, Fellows and Scholars, and their Successors, according to the true Intent and Meaning of these Presents; and further that he the said H. P. and the said Sir H. P. deceased, have not, nor either of them hath at any heretofore, done, or wittingly or willingly suffered Time to be done, any Act, Matter or Thing whatsoever, whereby the said Advowson, with its Rights, Members and Appurtenances, is or may be impeached, charged or incumbered, in Title, Charge, Estate or otherwise howsoever; and that the said Advowson, with its Rights, Members and Appurtenances, from henceforth for ever hereafter shall remain, continue and be unto the said Principal, Fellows and Scholars, and their Successors, free and clear, and freely and clearly acquitted, exonerated and discharged, of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Uses, Jointures, Dowers, Intails, Estates and Incumbrances whatsoever, had, made, committed, done, acknowledged or suffered by the said H. P. or by the said Sir H. P. deceased; and further, that they the said Sir T. W. R. H. H. P. and N. P. and their Heirs, Executors and Administrators, and every of them, and all and every other Person and Persons whatsoever, having or lawfully claiming, or which shall or may at any Time or Times hereafter

after have or lawfully claim any Estate, Right, Title or Interest, of, in, or to the said Advowson, with its Rights, Members and Appurtenances, or of, in, or to any Parcel thereof, by, from or under the said Sir T. W. R. H. H. P. and N. P. or any or either of them, or by, from or under the said Sir H. P. deceased, shall and will, from Time to Time and at all Times hereafter, within the Space of fifteen Years, upon the reasonable Request, and at the Costs and Charges, in the Law, of the said Principal, Fellows and Scholars, or their Successors, make, do, acknowledge, levy, suffer, perform and execute, or cause to be made, done, acknowledged, levied, suffered, performed and executed, all and every such further and other lawful and reasonable Act, Matter or Thing, or Acts, Matters or Things, Conveyances and Assurances in the Law whatsoever, for the further, better, more perfect and absolute Conveying and Assuring the said Advowson, with its Rights, Members and Appurtenances, unto the said Principal, Fellows and Scholars, and their Successors, to the Use of the said Principal, Fellows and Scholars, and their Successors for ever, as by the said Principal, Fellows and Scholars, and their Successors, or their Counsel learned in the Law, shall be reasonably devised, advised and required, so as such further or other Assurances, or any of them, do or shall not contain any further or other Covenants, than only against the Parties thereunto respectively; and so as the Party or Parties, that shall be required to make such further or other Assurances, be not compelled to travel further than the Space of ten Miles from their Abodes, for doing thereof. *In Witness* whereof to the one Part of these Indentures, remaining with the said Principal, Fellows and Scholars, the said Sir T. W. R. H. H. P. and N. P. have set their Hands and Seals, and to the other Part thereof, remaining with the said Sir T. W. R. H. H. P. and N. P. the said Principal, Fellows and Scholars have set their common Seal, the Day and Year first above written.

A Release of a Promise (and Watch,) relating to a Watch.

- (13.) **I** W. O. Esq; Son and Heir of R. O. late of London, Esq; do hereby acknowledge, that E. U. of the Parish of St. A. H. in the County of M. Gent. hath this Day paid me the Sum of 12 l. 12 s. in full of a Promise by him made, touching a Watch, to be given me on Sale of a certain Farm in B. now in the Occupation of D. B. sold to M. B. I do hereby release and discharge the said E. U. from all Promises, Actions and Demands, touching the said Watch or relating thereunto. *Witness* my Hand and Seal this tenth Day of July One Thousand, &c.

*Sealed and delivered in the
Presence of*

J. W.

A Release where Lands are purchased with Personal Estate, and settled according to Uses declared in a Will.

- (14.) **T**HIS Indenture quadripartite, made, &c. between T. M. of, &c. Esq; heretofore called T. B. only Son and Heir of W. B. and A. his Wife, which said A. was sole Daughter and Heiress of C. M. late of, &c. deceased, of the first Part, C. N. of, &c. Esq; and J. F. the elder, of, &c. Esq; of the second Part, H. C. of, &c. Esq; J. D. of, &c. Gent. of the third Part, and B. B. of, &c. Gent. of the fourth Part: Whereas H. M. late of, &c. Esq; in and by his Last Will and Testament, dated, &c. did give, devise and bequeath all his Mortgage, Bank Stock, South-Sea Company Stock, East-India Stock, Annuities, commonly called South-Sea Annuities,

Annuities, unto the aforesaid *T. M. C. N.* and *J. F.* the Elder, and to the Survivor and Survivors of them, and the Executors and Administrators of such Survivor, upon Trust, and to the Intent that they should, so soon as possible, therewith buy or purchase Manors, Messuages, Lands and Tenements, in the Counties of *S.* or *T.* of good freehold Estate or Copyhold of Inheritance, and pay for the same by and out of the Monies and Produce that should arise, or be made by the calling and receiving in the Monies on the said Mortgages, or assigning them over to others; and by Sale or Transfer of the said Stocks and Annuities, and settle the same Manors, Messuages, Lands and Tenements so bought or purchased, to the same Uses, Intents and Purposes, as in the said Will, and herein after is mentioned; and the said Testator, after his Debts and funeral Charges in his said Will particularly mentioned, satisfied and paid, devised all the Rest and Residue of his Personal Estate, Goods, Chattels, Plate and Jewels, to his Executors, upon Trust, that they should dispose thereof to the best Advantage, and with the Money, as soon as possible, therewith buy or purchase Manors, Lands and Tenements in the same Counties, and let the same to the same Persons, and to the same Uses, Intents and Purposes, as in the said Will of the said *H. M.* and herein after is mentioned, and of his said Will, the said *H. M.* did constitute and appoint the said *T. M. C. N.* and *J. F.* the Elder, his Executors and Administrators in and by the said Last Will and Testament of the said *H. M.* duly proved in the Prerogative Court of *Canterbury*, Relation being thereunto had, it doth and may more fully and at large appear; and whereas the said *T. M.* being seized to him and his Heirs, of the Manor of *W.* the Messuage called *G.* and divers Lands, Tenements and Hereditaments herein after particularly mentioned, of a good Estate of Inheritance in Fee-simple of the yearly Value of 140 *l.* hath in Consideration of the Sum of, *£c.* being the full Consideration for the
absolute

absolute Purchase of the said Premises, agreed to grant and convey the same to such Uses, Intents and Purposes, as the Manors, Lands, Tenements and Hereditaments, in and by the said herein before recited Will of the said *H. M.* directed to be purchased, are declared should be settled, which the said *C. N.* and *J. F.* the Elder, have agreed to. Now this Indenture witnesseth, that for and in Consideration of the Sum of, *£c.* of lawful Money of *Great Britain*, (which said Sum of, *£c.* is Part of the Personal Estate of the said *H. M.* deceased,) to the said *T. M.* in Hand paid by the said *C. N.* and *J. F.* the Elder, at or before the Enfealing and Delivery of these Presents, the Receipt whereof the said *T. M.* doth hereby acknowledge, and thereof, and of and from every Part and Parcel thereof, doth acquit, release, and for ever discharge the said *C. N.* and *J. F.* the Elder, their Heirs, Executors and Administrators by these Presents; and for and in Consideration of the further Sum of 5 *s.* of like Money, to the said *T. M.* in Hand also paid by the said *B. B.* at or before the Enfealing and Delivery of these Presents, the Receipt whereof is hereby also acknowledged, and for other good Causes and Considerations hereunto especially moving, he the said *T. M.* by the express Direction and Appointment of the said *C. N.* and *J. F.* the Elder, testified by their being Parties, and Signing and Sealing these Presents, hath granted, bargained, sold, aliened released and confirmed, and by these Presents doth fully, clearly and absolutely grant, bargain, sell, alien, release and confirm unto the said *B. B.* (in his actual Possession, now being by Virtue of a Bargain and Sale to him thereof made, by Indenture bearing Date the Day next before the Day of the Date of these Presents, for the Consideration therein mentioned, and by Force and Virtue of the Statute for transferring Uses into Possession,) his Heirs and Assigns, all that the Manor of *W.* with the Rights, Members and Appurtenances, in the County of *K.* and all that Messuage or Tenement called *G. &c.* in
I the

the County of K. and all Lands, &c. and the Reversion, &c. and all the Estate, &c. of the said T. M. of; in and to the same, and all Deeds, Evidences, Muniments and Writings, &c. the said Copies to be taken at the proper Costs and Charges of the said C. N. and J. F. the Elder; To have and to hold the said Manors, Messuages, Lands, Tenements Hereditaments, and all and singular other the Premises hereby granted and released, or intended so to be, with their and every of their Rights, Members and Appurtenances, unto the said B. B. his Heirs and Assigns, to the several Uses, Intents and Purposes, and on the Trusts, and subject to the Provisoos and Limitations herein after mentioned, declared and expressed, (that is to say,) to the Use and Behoof of the said T. M. for and during the Term of ten Years, from the Date of the said herein before recited Will of the said H. M. if he the said T. M. shall so long live, and if M. B. in the Will mentioned, Wife of T. B. of, &c. late M. M. half Sister of the said H. M. shall not have Issue Male born of her Body, during the said Term of twelve Years; but in Case the said M. B. shall have Issue Male born of her Body, within the said Term of twelve Years, then to the Use and Behoof of the first Son of the Body of the said M. B. issuing, and the Heirs Male of the Body of such first Son to be begotten; and for Default of such Issue, to the Use and Behoof of the second, third, fourth, and all and every other Sons of the said M. B. to be begotten severally and successively, and in Remainder one after another, as they and every of them shall be in Seigniority of Age, and Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; the Elder of such Sons, and the Heirs Males of his and their Body and Bodies issuing, being always to be preferred, and to take before the Younger of such Sons, and the Heirs Males of his and their Bodies issuing; and in Default of such Issue, to the Use and Behoof of the said T. M.

All general Words.

Uses in the Will.

for and during the Term of his natural Life, and from and after the Determination of that Estate, then to the Use and Behoof of the said *H. C.* and *J. D.* and their Heirs, for and during the Life of the said *T. M.* upon Trust to preserve the contingent Remainders herein after limited from being destroyed; and for that End and Purpose to make Entries and bring Actions, as Occasion shall require; but nevertheless to permit and suffer the said *T. M.* to receive the Rents and Profits of the said Premises hereby granted and released, during the Term of his natural Life; and from and after his Decease, then to the Use and Behoof of the first Son of the Body of the said *T. M.* lawfully to be begotten, and of the Heirs Males of the Body of such first Son lawfully issuing; and in Default of such Issue, then to the Use and Behoof of the second, third, fourth, fifth, and all and every other Son and Sons of the Body of the said *T. M.* lawfully to be begotten, severally, successively and in Remainder, one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and of the several and respective Heirs Males of the several and respective Body and Bodies lawfully Issuing; the Elder of such Sons, and the Heirs Males of their Body and Bodies issuing, being always to be preferred, and to take before the younger of such Sons, and the Heirs Males of his and their Body and Bodies issuing; and in Default of such Issue, then to the Use and Behoof of the Right Heirs of the said *T. M.* for ever: And the said *T. M.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *C. N.* and *J. F.* the Elder, their Heirs, Executors and Administrators by these Presents, that the said *T. M.* at the Time of the Enfealing and Delivery of these Presents, is justly, lawfully and absolutely seized of the said Manor, Messuages, Tenements, Lands, Hereditaments and Premises, hereby granted and released, or intended so to be, with their and every of their Rights, Members and Appurtenances, of a good,
sure,

sure, absolute and indefeazable Estate of Inheritance in Fee-simple, and hath in himself good Right, full Power, and lawful and absolute Authority to grant the same, to the Uses aforesaid; and that the same Premises shall be accordingly enjoyed, without any the Let, Suit or Disturbance of the said T. M. his Heirs or Assigns, or any claiming or to claim, by, from or under the said W. B. and A. his Wife, both deceased, late Father and Mother of the said T. M. C. M. late Grandfather of the said T. M. or any other the Ancestors of the said T. M. and that free from all manner of Titles, Charges, Estates or Incumbrances whatsoever, had, made, done, committed or suffered by the said T. M. W. B. and A. his Wife, Father and Mother of the said T. M. or the said C. M. his Grandfather, or any or either of them, or any claiming or to claim, by, from or under them, any or either of them; and further, that the said T. M. [*as in others.*] In Witness, &c.

A Release of a Trust, and of all Actions.

TO all to whom these Presents shall come, R. B. of, (15.)
 Esq. Gent. Administrator, with the Will annexed, of Sir E. L. late of, Esq. Bart. deceased, sendeth Greeting: Whereas the said Sir E. L. did in his Life-Time purchase 4000 l. Stock in the *South-Sea* Company, in the Name of A. D. of, Esq. And whereas all the Interest incurred and grown due for the said Stock, during the said Sir E. L.'s Life-Time, was received by the said Sir E. L. and the said A. D. hath received since his Death for the Interest of the said Stock, the Sum of 200 l. lawful Money of *Great Britain*: And whereas the said A. D. at the Request of the said R. B. hath transferred the said Stock to him the said R. L. and paid him the said R. L. the Sum of, Esq. in full of all Money due
 on

on the said Trust Account: Now know ye, that the said R. L. doth hereby acknowledge, that the said A. D. hath transferred the said *South-Sea* Stock to the said A. D. and paid the said Sum of, *£c.* to him, in full Performance of the Trust reposed by the said Sir E. L. in the said A. D. and therefore the said Sir R. L. doth hereby acquit, release, and discharge the said A. D. his Heirs, Executors and Administrators, of and from the said Trust and Trust-Money, and all Action and Actions, Cause and Causes of Action, Sum and Sums of Money, Accounts, Reckonings, Claims and Demands whatsoever, from the Beginning of the World to the Day of the Date of these Presents. *In Witness, &c.*

A Release to one that paid 20 l. to be freed from keeping a Bastard Child.

- (16.) **T**O all Christian People, *£c.* We A. B. of, *£c.* and C. D. of, *£c.* the now (present) Overseers of the Poor for the said Parish of B. send greeting: Whereas there was a Bastard Child born within the said Parish of B. begotten on the Body of one H. E. and whereas R. C. of, *£c.* is adjudged the reputed Father thereof; and whereas it is agreed by and between the said A. B. and C. D. and the Rest of the Inhabitants of the said Parish of B. and the said R. C. that for and in Consideration of the Sum of 20 l. of, *£c.* to be paid to us the Overseers for the Poor, by the said R. C. we the said Overseers and our Successors, and the Rest of the Inhabitants of the said Parish of B. should provide for and take Care of and maintain the said Child, and save harmless and indemnify the said R. C. of and from the keeping and maintaining it, and of and from all Taxes, Charges and Payments now already or hereafter to be taxed or charged upon the said R. C. for or in Respect thereof:
- 2
- Now

Now know ye, that we the said *A. B.* and *C. D.* have, according to, and in full of the said Agreement, had and received of the said *R. C.* the Sum of 20 *l.* and do by and with the Consent and Direction, and for and in the Behalf of our selves, and the Rest of the Inhabitants of the said Parish of *B.* acquit, release, and for ever discharge him the said *R. C.* from the said Sum of 20 *l.* and of and from the Keeping or Maintaining the said Child, and of and from all Taxes, Charges and Payments now or hereafter to be taxed or charged upon the said *R. C.* for or concerning the same. *In Witness, &c.*

A Release of Thirds and customary Estate, by Virtue of the Custom of the City of London, or otherwise. To the Heir at Law.

KNOW all Men by these Presents, That I *R. R.* (17.)
Widow and Relict of *R. R.* late of *L.* deceased, as well in Performance of a certain Agreement, mentioned and contained in certain Indentures, bearing equal Date herewith, and made or mentioned to be made between me the said *R. R.* of the one Part, and *E. R.* of *L.* Goldsmith, my only Child, of the other Part, as for divers other, &c. hereunto especially moving, have remised, released, and for ever quit-claimed, and by these Presents do fully, clearly and absolutely remise, release, and for ever quit-claim unto *N. O.* of, &c. Esq; and *N. P.* of, &c. Goldsmith, Executors of the Last Will and Testament of the said *R. R.* my Husband, all my Thirds, customary Estate, Right, Title and Interest, of, in and to the Personal Estate of the said *R. R.* my Husband, due to me, either by the Custom of the City of *London*, or otherwise howsoever; and all Action and Actions, Cause and Causes of Actions, Suits, both in Law,
5 K Equity,

Equity, in the Spiritual, Mayor's Court, or any Court whatsoever, Bonds, Bills, Specialties, Trespasses, Damages, Actions and Demands whatsoever, which against the said N. O. and N. P. as Executors aforesaid, I ever had, or which I, my Heirs, Executors or Administrators shall or may have, challenge, claim or demand, of, in, to or out of the Assets and Personal Estate of my said Husband, by Virtue of the Custom of *London*, or otherwise, for or by Reason of any Matter, Cause or Thing whatsoever, or otherwise howsoever, from the Beginning of the World to the Day of the Date of these Presents. *In Witness* whereof, I the said R. R. have hereunto set my Hand and Seal, this first Day of *June* in the fifth Year of, *℥c. Annoq; Domini, ℥c.*

Scaled, &c.

*A Release of Gavelkind Lands by the elder Brother,
with the Concurrence of the younger Brothers.*

- (18.) **T**HIS Indenture made, *℥c.* between M. B. of, *℥c.* and E. his Wife, *℥c.* B. and H. B. both of *L. M.* the three Surviving Nephews and Heirs in Gavelkind of *W. B.* late of, *℥c.* in the County of *K.* deceased, of the one Part, and *C. K.* of, *℥c.* of the other Part, witnesseth, that for and in Consideration of the Sum of *℥c.* of, *℥c.* to the said *W. B.* in Hand well and truly paid by the said *C. K.* at or, *℥c.* of these Presents, being the Consideration Money for the absolute vesting of the Estate of Inheritance in Fee-simple, in Possession, of and in the Manor, Capital Messuage, Messuages or Farms, Lands and Hereditaments herein after mentioned to be hereby released, and being the same Sum of, *℥c.* mentioned to be the Consideration of an Indenture of Bargain and Sale, bearing even Date herewith,

with, and made between the said M. B. of the one Part, and the said C. K. of the other Part, and intended to be inrolled in the High Court of *Chancery*, (the Receipt of which said Sum of, &c. the said M. B. doth hereby acknowledge,) and thereof, and of every Part and Parcel thereof, doth acquit, exonerate and discharge the said C. K. his Heirs, Executors, Administrators, and every of them by these Presents, and of the Sum of 10 s. of like Money, to the said J. B. and H. B. in Hand likewise paid by the said C. K. at or before the En-sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for discharging and extinguishing all Right, Claim and Demand, which the said J. B. and H. B. or either of them, have or hath in or to the said Manor, Capital Messuage, Messuages or Farms, Lands and Hereditaments herein after mentioned to be hereby released, the said M. B. and (at his Instance and Request, testified by his being Party to, and Sealing these Presents,) the said J. B. and H. B. have, and every of them hath granted, bargained, sold, released and confirmed, and by these Presents do, and every of them doth, grant, bargain, sell, release and confirm unto the said C. K. (in his actual, &c.) and his Heirs and Assigns, all that Manor, &c. and the Reversion, &c. and all the Estate, &c. whatsoever, of them the said M. B. J. B. and H. B. every or any of them, of, in, and to the said Manor, &c. and the said M. B. doth hereby grant unto the said C. K. and his Heirs, all Deeds, &c. To have and to hold the said Manor, &c. [*as in others.*] And the said J. B. for himself and his Heirs, [*Covenant in Form, done no Act to incumber,*] and the said H. B. for himself and his Heirs, [*Covenant in Form, done no Act, &c.*] And the said M. B. for himself and his Heirs, and for the said E. his Wife, doth covenant, promise and grant, to and with the said C. K. his Heirs and Assigns, that they the said M. B. and E. his Wife, and his Heirs, shall and will [*a Covenant in Form to levy a Fine, as in others,*] and the said M. B. for himself and his Heirs, doth

doth covenant, promise and agree, to and with the said C. K. his Heirs and Assigns, and every of them, by these Presents, that for and notwithstanding any Act, Matter or Thing heretofore, by the said M. B. J. B. and H. B. or any of them, or by the said W. B. their late Uncle deceased, or any of them, done or suffered, to the contrary, the said M. B. is, at the Time of the Sealing and Delivery of these Presents, the sole, true and lawful Owner an Proprietor of the said Manor, &c. hereby released, or mentioned so to be, and is seized thereof, and of every Part and Parcel thereof, of a good, sure, pure, perfect, and absolute, and indefeazable Estate of Inheritance in Fee-simple, without, &c. and that for and notwithstanding any such Act, Matter or Thing as aforesaid, he the said M. B. alone, or together with the said J. B. and H. B. hath good Right, full Power, lawful and absolute Authority to grant, &c. [*as in others,*] and that the said C. K. his Heirs and Assigns, shall, and lawfully may, from Time to Time and at all Times hereafter, for ever, peaceably, &c. [*as in others,*] Interruption of or by the said M. B. J. B. and H. B. or any of them, or any other Person or Persons, lawfully claiming or to claim, from, by or under them, or any of them, or from, by or under the said W. B. deceased, and that free and clear, &c. by the said M. B. J. B. and H. B. or any of them, or by the said W. B. deceased, or by or under his, their, or any of their Title, Estate or Interest; and moreover that he the said M. B. and his Heirs, and all and every other Person and Persons, having, &c. the Premises hereby released, or mentioned, &c. by, from or under the said W. B. shall and will, from Time to Time, &c. at the reasonable Request &c. [*as in others,*] And Lastly, [*a Covenant,*] that as well the said Fine herein before covenanted to be levied, as also all other, &c. [*to be in Form, to the Use of the said C. K. his Heirs and Assigns, &c.*] In Witness.

A Release of Portions.

TO all to whom these Presents shall come, the (19.)
 Right Honourable the Lady M. C. and F. C. which
 said Lady L. H. and F. are the only Daughters of Sir
 B. C. and Dame M. C. send Greeting: Whereas the Ma-
 nor of B. in the County of L. is charged with the Por-
 tions of the said Lady L. H. and F. C. payable to
 them after the Decease of the said Sir B. C. and Dame
 M. his Wife; and whereas the said Sir B. C. has paid to
 the said Lady L. H. and F. C. the Sum of 900 l.
 in full for all Portions, Provisions and Maintenances
 provided for the said L. H. and F. C. every or any of
 them, by Virtue of the Marriage Settlement of the said
 Sir B. C. or otherwise howsoever: Now know ye, that
 the said Lady L. H. and F. C. do hereby acknow-
 ledge, that they have received of and from the said Sir
 B. C. the Sum of 900 l. and in Consideration thereof
 do, and every of them doth, remise, release, and for
 ever quit-claim unto the said Sir B. C. and the Trustees
 named in the said Settlement, all Portion and Portions,
 Sum and Sums of Money, Provision and Maintenance
 settled on them or others, in Trust for them, by the
 said Marriage Settlement, or otherwise howsoever; and
 all their Estate, Right, Title, Interest, Trust, Claim
 and Demand, in and to said Manor of B. and all other
 Lands tied for the Payment thereof, and all Action and
 Actions, Cause and Causes of Actions, Sum and Sums
 of Money, Claim and Demand whatsoever, which the
 said Lady L. H. and F. C. either or any of them can,
 shall or may have against the said Sir B. C. his Heirs,
 Executors and Administrators, for and on Account of the
 said Portions, or otherwise howsoever. *In Witness* where-
 of, the said Lady L. H. and F. C. have hereunto set
 their Hands and Seals, &c.

*A Release from C. D. of, &c. to D. Earl of, &c. of the Trust in him the said D. Earl of, &c. reposed, touching 500 l. assessed to him by Fine Sur Con-
cesserunt, by the Duke and Dutcheſs, and ſub-
ſcribing the ſame into the South-Sea Company.*

(20.) **T**O all to whom, &c. [*Recite, &c.*] And whereas the ſaid Duke is ſince dead, and the ſaid D. Earl of, &c. hath delivered to the ſaid Dutcheſs all the *South-Sea* Bonds, and transferred to her all the *South-Sea* Stock, deposited with, or veſted in the ſaid D. Earl of &c. in Trust for the ſeparate and peculiar Uſe of the ſaid Dutcheſs as aforeſaid, and in all Things fully and faithfully performed the Trust in him reposed by the ſaid Duke and Dutcheſs as aforeſaid: Now know ye, that the ſaid C. D. of, &c. doth hereby acknowledge, teſtify and declare, that the ſaid D. Earl of, &c. hath fully and faithfully performed all and every the Trusts in him reposed, touching the ſaid Annuity of 1000 l. per Annum, and hath delivered the *South-Sea* Bonds, and transferred the *South-Sea* Stock allowed for the ſaid five Hundred Pounds a Year, Part of the ſaid 1000 l. a Year, granted to him in Trust for the ſeparate and peculiar Uſe of the Dutcheſs, purſuant to the Trust in him reposed; and therefore the ſaid C. D. of, &c. for herſelf, her Heirs, Executors and Adminiſtrators, doth acquit, release, and for ever diſcharge the ſaid D. Earl of, &c. his Heirs, Executors and Adminiſtrators, of and from the ſaid Trust, and of and from all Action and Actions, Claims and Demands whatſoever, both in Law and Equity, touching and concerning the ſaid *South-Sea* Bonds, or *South-Sea* Stock, or any Money received by the ſaid Earl, for Dividends, or other Matter or Thing relating to the ſaid 1000 l. a Year, ſo aſſigned to him by the ſaid recited Fine, or the Trust in him reposed, or ſubſcribing the ſame into the ſaid *South-Sea* Com-
pany

*The other
500 l. was in
Trust for the
Duke.*

pany, or any Ways relating thereunto. *In Witness* whereof the said C. D. of, &c. hath hereunto set her Hand and Seal, &c.

A Release of the Equity of Redemption.

TO all Christian People to whom these Presents shall (21.) come, J. B. of, &c. sendeth Greeting : Whereas Sir J. B. Knt. late Master of the Hospital or free Chapel of, &c. and the Brothers and Sisters of the said Hospital, by their Indenture of Lease under their common Seal, dated, &c. did demise unto R. B. Citizen and Haberdasher of L. all those two Brick Messuages, lately built by J. M. Esq; and the Lease whereof was by him surrendred to the said Hospital, situate in St. &c. aforesaid, then or late in the Occupation of J. M. and T. S. their Under-tenants and Assigns; and also all that their Piece of Ground or Soil, with their Appurtenances, whereon then lately stood two old Timber Houses or Tenements next adjoining thereunto, which are pulled down, and two new ones built in the Room thereof, which said four Messuages are therein particularly abutted and described in the said Lease; To hold unto the said R. B. his Executors, Administrators and Assigns, from the Feast-Day of St. Michael the Archangel, last past, before the Date of the said recited Indenture, unto the full End and Term of 40 Years from thence next ensuing, and fully to be compleat and ended, at and under the yearly Rent of 22 l. 2 s. of lawful Money of Great Britain, payable quarterly, as in and by the said recited Indenture, Relation being thereunto had, may more fully appear : And whereas the said R. B. did build two other Messuages or Tenements on the said Premises, and by Indorsement on the Back of the said Lease, dated, &c. did assign his Term and Interest in
and

and to the said four Messuages unto the said J. B. and whereas the said J. B. on the ninth Day of the said Month of *May* 1716, did assign the said Premises to J. A. Citizen, &c. of L. subject to a Proviso for Payment of 148 l. 8. s. at a Day long since past: And Whereas the said J. B. stood indebted to G. M. of L. Merchant, in the Sum of 62 l. secured by his Obligation, bearing Date the twelfth Day of *December* in the Year of our Lord 1718, and for his further Security agreed to assign his Equity of Redemption in and to the said Premises, and also further agreed, that the said G. M. should receive the Rents, Issues and Profits of the said Premises, until the said Sum of 62 l. and the growing Interest thereof, be fully satisfied and paid: And whereas by Indenture bearing Date the said twelfth Day of *December* 1718, made or mentioned to be made between the said J. B. of the one Part, and the said G. M. of the other Part; the said J. B. for the better Performance of the said Agreement, and for the Securing and speedier Payment of the said Sum of 62 l. and Interest, did grant, bargain and sell unto the said G. M. his Executors, Administrators and Assigns, all his equitable Right, Title, Interest, Term, Property, Claim and Demand, of, in and to the said Premises; To hold unto the said G. M. his Executors, Administrators and Assigns, for and during the Residue of the said Term of 40 Years then to come and unexpired, subject to a Covenant, that after full Payment of the said Sum of 62 l. and Interest, the said G. M. should deliver up the said Bond to be cancelled, and assign the said Premises to the said J. B. his Executors or Administrators, or such Person or Persons as he or they should direct; as in and by the said recited Indenture, Relation being thereunto had, may more at large appear; and whereas the said Sum of 62 l. or any Part thereof, or any Interest for the same, hath not been hitherto paid, but there remains due to the said G. M. the Sum of 80 l. 12 s. Now know ye, that for and in Consideration

tion of the said Sum of 20 *l.* 12 *s.* and other good Causes and Considerations hereunto moving, he the said *J. B.* hath granted, assigned, remised, released, and for ever quit-claimed, and by these Presents for himself, his Heirs, Executors and Administrators, doth grant, assign, remise, release, and for ever quit-claim unto the said *G. M.* his Heirs, Executors, Administrators and Assigns, as well the said Messuages, as also the said several Provisoos, Covenants, Conditions and Powers of Redemption in the said several recited Indentures contained and expressed, and every of them; and also all the Estate, Right, Title, Interest, Term and Terms of Years, Use, Trust, Possession, Challenge, Title and Equity of Redemption, Claim and Demand whatsoever, of him the said *J. B.* his Heirs, Executors and Administrators, of, in, to or out of the said several Messuages and Premises whatsoever, with the Appurtenances, and every Part and Parcel thereof in the said several recited Indentures mentioned, so that neither the said *J. B.* his Heirs, Executors or Administrators, or any other Person or Persons whatsoever, for him or them, nor in his or their Name or Names, any Manner of Estate, Right, Title, Interest, Use, Challenge, Claim and Demand whatsoever, of, in, or to the said several Messuages and Premises, shall or may have or demand, but of and from all Estate, Right, Title and Interest, Use, Trust, equitable Right and Title of Redemption, Challenge, Claim and Demand, and of and from all Suits, Actions and Demands, for, touching or concerning the same, or any Part thereof, shall and will from henceforth be utterly barred and excluded. *In Witness, &c.* the first Day of *December* in the twelfth Year, *&c.*

A Release of an Annuity, so far as concerns the Lands sold.

[J. B. grants an Annuity to E. B. issuing out of several Manors, &c. afterwards sells Part of the Premises charged with the said Annuity; so E. B. at the Request of the said J. R. releases to the Purchaser, so far as concerns the said purchased Lands.]

(22.) **T**HIS Indenture tripartite, made, &c. between E. B. of London, Widow, of the first Part, J. B. of, &c. Esq; eldest Son of the said E. of the second Part, and C. O. of, &c. of the third Part: Whereas by Indenture bearing Date on or about the sixteenth Day of August, Anno Domini 1720, and made or mentioned to be made between the said J. B. of the one Part, and the said E. B. of the other Part, the said J. B. for the Consideration therein mentioned did give, grant and confirm unto the said E. B. for her Life, one Annuity or yearly Rent of 120 *l. per Annum*, of lawful Money, to be issuing and going out of all and singular the Manor, Messuages, Lands and Tenements, in the Parishes of H. in the County of T. payable at such Days and Times as therein is mentioned, as in and by the said Indenture, Relation being thereunto had, may more at large appear; and whereas the said C. O. hath purchased of the said J. B. all those the Manors of W. and F. and divers Messuages, Lands, Tenements and Hereditaments in the said Parish of H. charged (among others,) with the Payment of the said Annual Rent of 120 *l.* as aforesaid, for the Sum of 100 *l.* of lawful Money of Great Britain, and the said E. B. hath, at the Request of the said J. B. agreed to discharge the said purchased Premises, from Payment of the said Annual Rent. Now this Indenture witnesseth, that in Performance of the said Agreement, and for discharging the said purchased Manor, Messuages,

suages, Lands and Hereditaments from the Payment of the said Annuity, and for and in Consideration of the Sum of 10 s. to the said E. B. in Hand paid by the said C. O. at or before the Enfealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations hereunto moving, he the said E. B. at the Request, and by the Direction of the said J. B. testified by his being a Party to, and Signing and Sealing these Presents, hath remised, released, and for ever quit-claimed, and by these Presents doth fully, clearly and absolutely remise, release, and for ever quit-claim unto the said C. O. his Heirs and Assigns, the said Rent or annual Sum of 120 l. payable to the said E. B. for her Life as aforesaid, and all Remedies, both at Law and in Equity, for recovering the same; and also all such Right, Title, Interest, Property, Claim and Demand, which she the said E. B. hath or ought to have, of, into, or out of the said Manors, Messuages, Lands, Tenements and Hereditaments, purchased by the said C. O. as aforesaid, so that the said E. B. of and from all such Interest, Claim and Demand, and all Distresses on the said purchased Premises, shall and will for ever hereafter be barred by these Presents; and the said E. B. doth covenant, promise, grant and agree, to and with the said C. O. his Heirs and Assigns by these presents, that he the said C. O. his Heirs and Assigns, shall and may peaceable and quietly have, hold and enjoy the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises by him purchased of the said J. B. as aforesaid, without any the lawful Let, Suit, Disturbance, Distress or Demand of the said E. B. or any claiming or to claim the said Rent or Sum of 120 l. a Year, from or under her the said E. B. and that freed and discharged of and from all Grants and Incumbrances of her the said E. B. And it is hereby declared by and between all the said Parties to these Presents, that the said Manors, Lands, Tenements and Hereditaments herein before mentioned to be sold, shall be from
hence-

henceforth discharged of and from the said annual Sum, or yearly Rent of 120 *l.* and the Remedies for recovering thereof, and all Arrears thereof, if any now due and owing. *In Witness* whereof, the Parties first above named have to these present Indentures interchangeably set their Hands and Seals, the Day and Year first above written.

Sealed, &c.

E. B.

J. B.

A Release and Confirmation by the Heir to the Purchasor's Heir of Lands, whereof the Deeds of Purchase are lost or mislaid.

(23.) **T**HIS Indenture made, &c. between R. S. Son and Heir of J. S. of, &c. deceased, of the one Part, and H. P. of, &c. Son and Heir of R. P. late of, &c. deceased, of the other Part: Whereas by Indentures of Lease and Release, dated respectively the sixteenth and seventeenth Days of, &c. which was in the Year of, &c. made between the said J. S. and E. his Wife, E. R. and W. B. of, &c. of the one Part, and the said R. P. of the other Part, the said J. S. and E. his Wife, E. R. and W. B. in Consideration of 2450 *l.* to the said J. S. by the said H. P. and of 5 *s.* to the said E. R. and W. B. also paid, did bargain, sell, alien, release and confirm unto the said R. P. his Heirs and Assigns, all that [*put the Parcels in the Deed,*] all which Premises are lying, &c. in the County of O. and then were in the Tenure of W. M. To have and to hold the said, &c. in and by the said Indentures of Lease and Release, bargained, sold, aliened, released and confirmed unto the said R. P. his Heirs and Assigns, to the only proper Use and behoof of him, his Heirs and Assigns for ever; all which

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Premises

Premiffes are defcended or come unto the faid *H. P.* and whereas the faid recited Indentures of Leafe and Release have been loft or miffaid, whereby the faid *R. P.* is rendred incapable of making out or defending his Title to the faid Manor, &c. [*as in the Deed,*] by the faid Indentures of Leafe and Release, granted and conveyed to the faid *R. P.* his Father, by the faid *J. S.* as aforefaid; and whereas at the humble Request, Instance and Defire of the faid *H. P.* the faid *R. S.* hath condefcended and agreed to release and confirm unto the faid *H. P.* his Heirs and Affigns, all and every the aforefaid Manor, Meffuages, Farms, Lands, Tenements Hereditaments, [*or as it is,*] formerly purchafed by the faid *R. P.* of the faid *J. S.* as aforefaid. Now this Indenture witneffeth, that for and in Confideration of the Sum of 5 s. of, &c. to the faid *R. S.* in Hand paid by the faid *H. P.* at or before, &c. the Receipt, &c. and other good Causes, &c. heretunto moving, he the faid *R. S.* hath remifed, releafed, and for ever quit-claimed, and by thefe Presents doth fully, clearly and abfolutely remife, release, and for ever quit-claim unto the faid *H. P.* in his actual Poffeffion and Seifin now being, all that the faid Meffuage, Tenement or Farm-Houfe, with the Appurtenances in *E.* aforefaid, in the faid County of *O.* and all and fingular the Cottages, Lands, Meadows, Paffures and other the Premiffes fo purchafed by, and conveyed to the faid *R. P.* as aforefaid, or now in the Poffeffion of the faid *H. P.* as aforefaid, with their Appurtenances, and the Reverfion and Reverfions, Remainder and Remainders, Rents, Iflues and Profits of all and fingular the faid Premiffes, and all the Eftate, Right, Title, Interelt, Property, Challenge, Claim and Demand whatfoever, of the faid *R. S.* in and to the fame; To have and to hold the faid Meffuages, Tenements or Farm-Houfe, Cottages, Lands, Meadows and Paffures, and all and fingular other the Premiffes, with their Appurtenances, unto the faid *H. P.* his Heirs and Affigns, to and for the only proper Ufe and Behoof of

the said *H. P.* his Heirs and Assigns for ever, subject to such Charges and Incumbrances as the said *R. P.* and *H. P.* have laid thereon, if any such there be. *In Witness* whereof, the Parties first above named have to these present Indentures interchangeably set their Hands and Seals, the Day and Year first above written.

Release. Vide **Covenant** 5. **Surrender** 9.

Renunciation.

A Renunciation, viz. A. renounces to B. who administers; B. accounts with A. who releases.

(1.)

TO all to whom these Presents shall come, *M. R.* of *S.* in the Shire and County of *M.* Spinster, sendeth greeting: Whereas *J. R.* of *S. H.* afore-said, Esq; not long since died intestate, which said *J. R.* was only Brother of the said *M. R.* who was by Law, as his only Sister, intitled to take out Letters of Administration to the said *J. R.*'s personal Estate; and whereas the said *M. R.* did before the proper Ordinary, in due Form of Law, renounce Administring to her said Brother, in Favour of the Right Honourable *H. Lord T.* who duly took out Letters of Administration out of the Prerogative Court of *C.* to the said *J. R.* whereby the said *H. Lord T.* became legally intitled to all the Goods, Chattels, Leases and Personal Estate of the said *J. R.* nevertheless subject, after Payment of the Debts and Funeral of the said *J. R.* to account for the *residuum* of the said Personal Estate to the said *M. R.* as next of Kin to the said *J. R.* by Virtue of the Statute made for the better

better distributing intestate Estates: Now know ye, that the said *M. R.* doth hereby acknowledge that the said *H. Lord T.* hath this Day given her a full and true Account in Writing, of the Disposall of all the Personal Estates of the said *J. R.* and of the Value of his Goods, Chattels, Leases and all other his Personal Estate, which said Account is hereby acknowledged to be a fair and just Account, and signed by the said *M. R.* who has received the Ballance thereon due, the Receipt whereof the said *M. R.* doth hereby acknowledge, and thereof, and of and from every Part thereof, doth acquit, release and discharge the said *H. Lord T.* his Heirs, Executors and Administrators by these Presents: And know ye further, that the said *M. R.* for the Consideration aforesaid, and for and in Consideration of the Sum of 10 s. to her in Hand paid by the said *H. Lord T.* the Receipt whereof is hereby acknowledged, hath remised, released and quit-claimed, and by these Presents doth remise, release, and for ever quit-claim unto the said *H. Lord T.* his Executors, Administrators and Assigns, all her Estate, Right and Title, both in Law and Equity, Interest, Property, claim and Demand, of, in and to the Goods, Chattels, Leases and other Personal Estates of the said *J. R.* and all Action and Actions, Cause and Causes of Action or Actions, Reckonings, Claims and Demands whatsoever, which the said *M. R.* hath or claimeth, or can any ways have or claim against the said *H. Lord T.* his Executors or Administrators, for or by Reason of any Matters or Things, from the Beginning of the World to the Day of the Date of these Presents. *In Witness* whereof, I the said *M. R.* have, &c.

Revoca=

Revocation.

A Revocation and new Limitation by Indorsement.

- (1.) **T**O all to whom these Presents shall come, the within named *F. P.* and *S.* his Wife, formerly *S. S.* send Greeting: Know ye, that the said *F. P.* and *S.* his Wife, by Virtue of the Power to them reserved in and by the within written Indenture, and of all other Powers them thereunto enabling, have revoked and made void, and by these Presents signed and sealed in the Presence of the two credible Persons, whose Names are here under written as Witnesses hereunto, do fully and absolutely revoke and make void all and every the Trust and Trusts, in and by the within written Indenture, limited or declared, touching or concerning the within mentioned Bond, or Writing obligatory, dated the eighth Day of *May* last past, before the Date of the within written Indenture, and of these Presents, whereby the within named the Reverend *J. P.* Doctor in Divinity, stands bound to the said *F. P.* in the Penal Sum of 2400 *l.* conditioned for the Payment of 1200 *l.* with lawful Interest for the same, on the eighth Day of *November* now last past; And know ye also that in further Execution of the said Power, the said *F. P.* and *S.* his Wife, do hereby declare, limit and appoint, that the said Sum of 1200 *l.* and Interest, so secured by the within recited Bond as aforesaid, shall be paid to the said *F. P.* his Executors, Administrators and Assigns, to his and their own Use.

Sale.

An absolute Sale by a Jointress of her Jointure Lands.

THIS Indenture made, &c. between *A. B.* of, (1.)
 &c. Widow, of the one Part, and *C. D.* of,
 &c. Esq; of the other Part: Whereas the said
A. B. is seised for her Life, for her Jointure, of and in
 the Messuages, Farms, Lands, Tenements and Hereditaments,
 herein after by these Presents mentioned to be granted and demised,
 and the said *C. D.* hath agreed for the Sum of 4000 *l.* to purchase
 the same during the Life of the said *A. B.* Now this Indenture
 witnesseth, that for and in Consideration of the Sum of 4000 *l.*
 of lawful Money of *Great Britain*, by the said *C. D.* to the
 said *A. B.* in Hand paid, at or before the Enfealing and Delivery
 of these Presents, being the full Consideration for the Absolute
 Estate, and Interest of the said *A. B.* of and in the Messuages,
 Farms, Lands, Tenements, Hereditaments and Premises, the
 Receipt whereof, the said *A. B.* doth hereby acknowledge, and
 thereof, and of and from every Part and Parcel thereof, doth
 hereby acquit, release, and for ever discharge the said *C. D.*
 his Heirs, Executors and Administrators by these Presents, and
 for divers other good Causes and valuable Considerations
 her hereunto moving, she the said *A. B.* hath bargained, sold
 and demised, and by these Presents doth bargain, sell and
 demise unto the said *C. D.* his Executors, Administrators and
 Assigns, all that Messuage, Tenement or Farm, called, &c.
 situate and being in the Parish of *B.* in the County of *B.* and
 all Buildings, Barns, Stables, Orchards, Gardens, Lands,
 Meadows, Pastures, Feedings, Woods, Underwoods, Te-
 nements

nements and Hereditaments to the same belonging, Part of which said Farm is in the Tenure or Occupation of, *Uc.* under the yearly Rent of, *Uc.* And the Residue is in the Tenure or Occupation of, *Uc.* under the yearly Rent of, *Uc.* and a Coppice in the Tenure of the said *A. B.* of the yearly Value of, *Uc.* and all other the Messuages, Farms, Lands, Tenements and Hereditaments of the said *A. B.* in *B. C.* and *L.* or any or either of them, in the said County of *B.* and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises; To have and to hold the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises unto the said *C. D.* his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during, and unto the full End and Term of ninety-nine Years, fully to be compleat and ended, if the said *A. B.* shall so long happen to live; yielding and paying therefore yearly, and every Year, during the said Term, unto the said *A. B.* on the Feast of *St. Michael* the Archangel, the Rent of one Pepper-Corn only, if the same shall be lawfully demanded, and the said *A. B.* for herself, her Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *C. D.* his Executors, Administrators and Assigns by these Presents, in Manner and Form following (that is to say,) that she the said *A. B.* is seised of the said Premises hereby demised, for the Term of her natural Life, and hath in her self good Power and lawful and absolute Authority to grant and demise the same for ninety-nine Years, determinable as aforesaid, and that the said *C. D.* his Executors, Administrators and Assigns, shall peaceably and quietly enjoy the same, during the Term hereby demised, without any the lawful Let, Suit or Interruption, of or by the said *A. B.* or any claiming or to claim, by, from or under her, or by her Means, Privy or Procurement, and that free and clear, and freely and clearly acquitted and discharged of and from

from all prior and other Gifts, Grants and Incumbrances whatsoever, by her the said *A. B.* done, committed or suffered. And lastly, that she the said *A. B.* shall and will at any Time hereafter, during her natural Life, at the Request, Costs and Charges in the Law of the said *C. D.* his Executors, Administrators or Assigns, do or cause to be done, any further or other lawful and reasonable Act, Matter or Thing, for the better Strengthening, Confirming and Assuring the said Premises for the Residue of the said Term and Estate hereby granted, as shall be then to come and unexpired, determinable as aforesaid, as by the said *C. D.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or required. *In Witness, &c.*

Settlement.

A voluntary Settlement for settling an Estate in the Name and Blood of J. C.

THIS Indenture made, &c. between *J. C.* of, (i.)
&c. of the one Part, and *J. W.* and *T. W.* of the
other Part, witnesseth, that for the Settling
and Assuring the Manors, Messuages, Lands, Tene-
ments and Hereditaments herein after mentioned to be
granted, in the Blood, Name and Family of the said
J. C. so long as it shall please Almighty God to continue
the same, and for the natural Love and Affection the
said *J. C.* hath and beareth to his Brother *F. C.* his Un-
cle *A. C.* and to his Sister *C. C.* and *J.* the Wife of *R. T.* of,
&c. and for and in Consideration of the Sum of 10 s.
to the said *J. C.* by the said *J. W.* and *T. W.* in Hand
paid

paid, at and before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations him the said *J. C.* hereunto especially moving, he the said *J. C.* hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth grant, bargain, sell, alien, release and confirm unto the said *J. W.* and *T. W.* in their actual Possession now being, by Virtue of a Bargain and Sale for one whole Year, to them thereof made by the said *J. C.* by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force and Virtue of the Statute for transferring of Uses into Possession, and to their Heirs, all, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and all the Estate, Right, Title, Interest, Use, Trust, Possession, Property, Claim and Demands of the said *J. C.* in and to the same; To have and to hold the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises hereby granted and released, or meant or intended so to be, with their and every of their Appurtenances, to the said *J. W.* and *T. W.* their Heirs and Assigns, to the several Uses, Intents and Purposes, and subject to the Provisoes, Limitations and Agreements herein after mentioned, declared and expressed, (that is to say,) to the Use and Behoof of the said *J. C.* and the Heirs of his Body lawfully begotten; and for Default of such Issue, to the Use and Behoof of the said *F. C.* and his Assigns, for and during the said Term of his natural Life, without Impeachment of Waste; and from and after his Decease, to the Use and Behoof of the said *J. W.* and *T. W.* and their Heirs, during the natural Life of the said *F. C.* upon Trust, to preserve and support the contingent Uses and Estates herein after limited from being barred and destroyed, but so as to permit the said *F. C.* and his Assigns to receive the Rents and Profits of the said Premises to his and their own Use, for and during the Term of his natural Life,

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and

and from and after his Decease, to the Use and Behoof of the first Son of the Body of the said *F. C.* lawfully to be begotten, and to the Heirs Male of the Body of such first Son lawfully issuing; and in Default of such Issue, &c. [*as in others,*] And for Default of such Issue, to the Use and Behoof of the said *A. C.* and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste, and from and after the Determination of that Estate, to the Use and Behoof of the said *J. W.* and *T. W.* and their Heirs, during the natural Life of the said *A. C.* upon Trust, to preserve and support the contingent Uses and Estates herein after limited, from being barred and destroyed, but so as to permit and suffer the said *A. C.* and his Assigns, to receive the Rents, Issues and Profits of the said Premises, to his and their own Use and Uses, during his natural Life; and from and after his Decease, to the Use and Behoof of the first Son of the Body of the said *A. C.* lawfully begotten or to be begotten, and to the Heirs Male of the Body of such first Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the second, third, fourth, fifth, sixth, seventh, and all other the Son and Sons of the Body of the said *A. C.* lawfully to be begotten, severally and successively one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and of the several and respective Heirs Male of the Body or Bodies of all and every such Son and Sons issuing; the Elder of such Son and Sons, and the Heirs Male of his Body issuing, being always preferred, and to take before the Younger of such Sons, and the Heirs Male of his and their Body and Bodies issuing; and for Default of such Issue, to the Use and Behoof of the said *F. C.* and the Heirs of his Body lawfully to be begotten; and for Default of such Issue, to the Use and Behoof of the said *C. C.* and her Assigns, for and during the Term of her natural Life, without Impeachment of Waste; and from and after the Determination

of that Estate, to the Use and Behoof of the said J. W. and T. W. and their Heirs, during the natural Life of the said C. C. upon Trust, to preserve the contingent Uses and Estates herein after limited, from being barred and destroyed, but yet to permit and suffer the said C. C. and her Assigns, to receive the Rents, Issues and Profits of the said Premises, to her and their own Use and Uses, during her natural Life, and from and after her Decease, to the Use of the first Son of the Body of the said C. C. lawfully to be begotten, and to the Heirs Males of the Body of such first Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the second, third, &c. [*as before,*] And for Default of such Issue, to the Use and Behoof of the said J. T. and her Assigns, for and during the Term of her natural Life, without Impeachment of Waste, and from and after the Determination of that Estate, to the Use and Behoof of the said J. W. and T. W. and their Heirs, during the Term of the natural Life of the said J. T. upon Trust, [*as before,*] to the Use of the first Son of the Body of the said J. T. lawfully begotten, or to be begotten, and to the Heirs Male of the Body of such first Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the second, third, fourth, &c. and all other the Son and Sons of the Body of the said J. T. begotten or to be begotten, &c. [*as before,*] And for Default of such Issue, to the Use and Behoof of the said C. C. and the Heirs of her Body lawfully to be begotten; and for Default of such Issue, to the Use and Behoof of the said J. T. and the Heirs of her Body begotten, or to be begotten; and for Want of such Issue, to the Use of the said A. C. and the Heirs of his Body lawfully to be begotten; and for Want of such Issue, to the only Use and Behoof of the said J. C. his Heirs and Assigns for ever, and to and for no other Use, Intent and Purpose whatsoever: Provided always, that it shall and may be lawful to and for the said J. C. from Time to Time and

at any Time, during his natural Life, to make any Lease or Leases for any Term or Number of Years, or for Life or Lives, either reserving Rent, or without any Reservation of Rent to any Person or Persons whatsoever, or to grant, limit or charge the Premises, or any Part thereof, to any Person or Persons, as he shall think fit; any Thing herein contained to the contrary notwithstanding: Provided also, that it shall and may be lawful to and for the said *F. C.* and *A. C.* respectively, when and as they shall respectively be in the actual Possession of the said Manors, Messuages, Lands, Tenements and Hereditaments herein before granted, by Virtue of the Limitations aforesaid, and not before, by any Writing or Writings under their respective Hands and Seals, attested by two or more credible Witnesses, to make any Lease or Leases, Demises or Grants of all or any Part of the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments and Premises, or any Part thereof, to any Person or Persons whatsoever, for any Term or Terms, not exceeding twenty-one Years, so as such Leases, Demises or Grants to be made by the said *F. C.* and *A. C.* or either of them, be made to commence in Possession, and not in Reversion, or at a Day to come, and be not made without Impeachment of Waste, and so as upon all and every such Lease or Leases, demises or Grants to be made, either by the said *F. C.* or *A. C.* or either of them, there be reserved yearly, payable during the Continuance thereof, the best and most improved yearly Rent, which at the Time of the Making thereof can or may be gotten for the same, without taking any Fine or Income, Sum or Sums of Money, or other Thing in Lieu of a Fine or Income, and so as in every such Lease there be contained a Condition of Re-entry for Non-payment of the Rent or Rents thereby to be reserved, and so as the Lessee or Lessees, to whom such Lease and Leases shall be made, do Seal and Deliver Counterparts of such Lease and Leases; any Thing herein before contained to
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the contrary notwithstanding: Provided also, that it shall and may be lawful to and for the said *F. C.* and *A. C.* when, and as they shall respectively be in the actual Possession of the said Manors, Messuages, Lands, Tenements and Hereditaments hereby granted, by Virtue of the Limitations aforesaid, and not before, by any Writing or Writings under his respective Hand and Seal, attested by two or more credible Witnesses, to assign, limit or appoint so much and such Part of the said Manors, Messuages, &c. and Premises, as in the whole shall not, at the Time of such Assignment, Limitation or Appointment made, exceed the yearly Rent of, &c. subject to such Leases, Charges and Estates, as shall happen to be thereof made, by Virtue of any the Powers herein before contained, unto, or to the Use of, or in Trust for any Woman or Women, they the said *F. C.* and *A. C.* shall happen to marry, or take to Wife or Wives, for the Life or Lives of such Wife or Wives only, for her or their Jointure or Jointures, such Assignment, Limitation or Appointment, to be made before or after Marriage; any Thing herein before contained to the contrary notwithstanding: Provided also, and it is declared and agreed, by and between all the said Parties to these Presents, that the Estate herein before limited to the said *J. T.* and her first and other Sons and the Heirs Male of their respective Bodies, is to them limited upon this express Condition, that if by Failure of Issue of the said *F. C.* *A. C.* and *C. C.* the Manors, Messuages, Lands, Tenements, Hereditaments and Premises hereby granted, shall, by Virtue of the Limitations herein before contained, come to the said *J. T.* her first or other Sons, or the Heirs Male of their respective Bodies, that they and every of them shall, within three Months after they severally come into the actual Possession of the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, or any Part thereof, take upon him and them the Surname of *C.* and endeavour, as soon as he or they can, to procure an Act
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of Parliament for calling him or them by the Name of C. and for styling themselves in all Deeds and Writings by the Surname of C. and in Case any of them refuse or neglect to take upon him and them the said Surname of C. within the Space of three Months, in Manner aforefaid, and shall not within two Years use his utmost Endeavour to procure such Act of Parliament as aforefaid, that then the Estate and Estates herein limited to him or them, so refusing or neglecting as aforefaid, shall cease and be utterly void, and that then and in such Case, it shall and may be lawful to and for the Person or Persons, who by Virtue of the Limitations aforefaid, shall be next in Remainder to enter into and enjoy the same, taking upon him or them the Surname of C. and endeavouring to procure such Act of Parliament as aforefaid; any Thing herein before contained to the contrary notwithstanding: Provided lastly, and it is declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said J. C. at any Time or Times hereafter, by any Writing or Writings, or by his Last Will and Testament in Writing, attested by two or more credible Witnesses, to revoke, make void, alter or change all or any the Use and Uses, Estate or Estates herein before limited or declared of the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments and Premises, or any of them, and by the same Writing or Writings, or any other Writing under his Hand and Seal attested as aforefaid, to declare, limit or appoint any new Use or Uses, Estate or Estates, Trust or Trusts, of or concerning the said Manors and Premises, or any of them, and with, under and subject unto the like Power of Revocation and new Limitation in these Presents contained, or any other or others, or without such Power of Revocation or otherwise; any Thing herein before contained to the contrary thereof in any Wise notwithstanding. *In Witness, &c.*

A Settlement after Marriage, with Provision for younger Children.

(2.) **T**HIS Indenture quadripartite, made the thirty-first Day of *August* 1728, between *A. H.* of, *Esq.*; and the Honourable the Lady *E. H.* his Wife (only Daughter of the Right Honourable *J.* Earl of *B.*) of the first Part, the Most Noble *C.* Duke of *R.* and the Honourable *G. B.* *Esq.*; (Brother of the said Earl of *B.*) of the second Part, the said *J.* Earl of *B.* the Honourable *J. B.* *Esq.*; (only Brother of the Right Honourable *G.* Earl of *C.*) of the third Part, and the Right Honourable *W.* Lord *C. H.* of, *Esq.*; and *J. H.* of, *Esq.*; of the fourth Part, witnesseth, That as well in Consideration of a Marriage already had and solemnized, and of the said *A. H.* and the said Lady *E.* as of the Sum of 5000 *l.* of lawful Money of *Great Britain*, now in Hand paid by the said *J.* Earl of *B.* to the said *A. H.* and of the further Sum of 5000 *l.* of like Money, secured to be paid to the said *A. H.* after the Death of the said Earl of *B.* which said Sums of 5000 *l.* and 5000 *l.* so paid and secured, amounted to the Sum of 10000 *l.* the Portion of the said Lady *E.* the Payment and Security whereof the said *A. H.* doth hereby acknowledge, and doth accept the same in full of the Portion provided for the said Lady *E.* by the Marriage Settlement of the said Earl of *B.* made on his Marriage with the Right Honourable the Lady *L.* Daughter of the Most Noble *C.* Duke of *R.* deceased, and thereof, and of and from every Part and Parcel thereof, and of all other Portions and Provisions made for the said Lady *E. H.* he the said *A. H.* doth acquit, release, and for ever discharge the said *J.* Earl of *B.* his Heirs, Executors and Administrators, and all Lands, Tenements and Hereditaments, tied or made liable to the Payment thereof, (except the Lands tied and liable

to pay the said Sum of 5000 *l.* secured as aforesaid,) and for Settling a Jointure for the better Support and Livelihood of the said Lady *E. H.* in full Bar of her Dower, and for Settling and Assuring the Manors, Lands, Tenements and Hereditaments herein after mentioned, in the Name, Blood and Family of the said *A. H.* subject to the Trusts, Provisoos, Limitations and Agreements herein after mentioned, declared and expressed, and for and in Consideration of the Sum of 10 *s.* of lawful Money to the said *A. H.* in Hand paid by the said *W. Lord C.* and *J. H.* at and before the Enfealing hereof, the Receipt whereof is hereby acknowledged; and for divers other good Causes and valuable Considerations hereunto especially moving, he the said *A. H.* hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth fully, clearly and absolutely grant, &c. unto the said *W. Lord C.* and *J. H.* (in their actual Possession now being, by Virtue of a Bargain and Sale to them thereof made, by the said *A. H.* for one Year, in Consideration of 5 *s.* of lawful Money, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force and Virtue of the Statute for transferring of Uses into Possession,) and to their Heirs, all those the Manors or Lordships of *H. B.* and *B.* with their Rights, Royalties, Members and Appurtenances in the Counties of *S.* and *D.* and all those Farms of *B.* and *B.* and all Lands, Meadows, Pastures, Feedings, Tenements and Hereditaments to the said Manors and Farms belonging, or with them or any of them letten, used and enjoyed, and all those Quit-Rents belonging to the said Manor of *H.* amounting to 15 *l. per Annum*, and all those the Manors of *B. S. S. G.* and *G.* Manors, with their respective Rights, Royalties, Members and Appurtenances, in the County of *S.* and all that the Rectory or Parsonage of *N.* in the said County of *S.* with the Tithes and Glebe Land thereunto belonging, and all those the Advowsons and Right of Patronage of, in and to the Churches

Churches of *B. J. N. S.* and *H.* and all that Capital Messuage called the *G.* in the said County of *S.* with all the Edifices, Barns, Buildings, Orchards, Gardens and Curtilage thereunto belonging, and all those six Messuages in *H. R.* in the Parish of, *Uc.* now in the Occupation of, *Uc.* and all those Messuages, or undivided Part of Messuages and Ground-Rents in *L. J.* Fields aforesaid, in the Parish of, *Uc.* in the Tenure of, *Uc.* and all Messuages, Granges, Farms, Cottages, Barns, Stables, Orchards, Gardens, Edifices, Buildings, Lands, Meadows, Pastures, Demefne Lands, Feedings, Coppices, Woods, Underwoods, Waste and void Grounds, Courts, Courts-Leet and Views of Franckpledge, Perquisites and Profits of Courts, Fines, Amerciaments, Estrays, Goods and Chattels of Felons and Fugitives, and Felons of themselves, Rents, Reversions, Services, Royalties, Privileges, Jurifdictions, Appendants and Appurtenances whatsoever, to the said Manors, Rectory, Advowsons, Messuages, Farms, Lands, Tenements, Hereditaments and Premisses belonging or appertaining, or accepted, reputed, taken or known as Part, Parcel or Member of them, or any or either of them; and all other the Freehold Manors, Messuages, Farms, Granges, Lands, Tenements and Hereditaments of the said *A. H.* in *H.* alias *H. B.* and *B.* in the Counties of *S.* and *D.* and in *S. G.* Manor, *G. S. N. Uc.* in the said County of *S.* and all other the Freehold Manors, Lands, Tenements and Hereditaments of the said *A. H.* whereof or wherein he or any other Person or Persons, in Trust for him, have or hath any Estate in Law or Equity, within the said Manors or Lordships, Parishes, Hamlets or Places aforesaid, or elsewhere in the said Counties of *S. D. S.* and *M.* or elsewhere in the Kingdom of *Great Britain*, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premisses, and all the Estate, Right, Title, Use, Trust, Possession, Property, Claim and Demand of the said *A. H.* in and to the same, (except out of this present

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Grant and Release, all Timber-Trees of Oak, Ash and Elm, fit to be cut, and not in any Walks or Avenues leading to the *Grange*, or which are an Ornament thereunto, which said Timber-Trees hereby excepted, are Intended to be granted to Trustees, in Trust to sell the same, and by the Money arising by such Sale, to pay the Mortgage on the Premises hereby granted;) To have and to hold the said Manors or Lordships, or reputed Manors or Lordships, Advowsons, Capital Messuages, Messuages, Granges, Farms, Lands, Tenements, Hereditaments and Premises, hereby granted or intended so to be, with their Rights, Royalties, Members and Appurtenances, unto the said *W. Lord C.* and *J. H.* their Heirs and Assigns, to the several Uses, Intents and Purposes, and subject to the Trusts, Provisoes, Limitations and Agreements herein after mentioned, declared and expressed, (that is to say,) to the Use, Intent and Purpose, that the said *C. Duke of R.* and *L. Party* hereto, *J. B.* and *G. B.* their Heirs and Assigns, shall and may, during the joint Lives of the said *A. H.* and the Lady *E.* his Wife, have, receive and take one Annuity or yearly Sum of 300 *l.* to be issuing and going out of the said Manors, Hereditaments and Premises hereby granted and released, to be payable and paid quarterly, at the four most usual Feasts, or Days of Payment in the Year, (that is to say,) *Michaelmas, Christmas, Lady-day* and *Midsummer-day*, by even and equal Portions, without any Deduction or Abatement, for or by Reason of any Taxes, Assessments or Impositions already imposed, or hereafter to be imposed on the said annual Sum of 300 *l.* or any Part thereof, or on the said Manors and Premises charged with the Payment thereof, or on the said *C. Duke of R.* Party hereto, *J. B.* and *G. B.* their Heirs or Assigns in Respect thereof, by Authority of Parliament, or otherwise howsoever; the first Payment thereof to begin and to be made at *Michaelmas-day* next ensuing the Date of these Presents; and if it shall happen the said annual Sum of 300 *l.* or any Part thereof, to be behind and

unpaid by the Space of twenty Days after any of the said Feasts or Days of Payment, whereon the same is hereby made payable; then to this further Use, Intent and Purpose, then it shall and may be lawful to and for the said C. Duke of R. and L. Party hereto, J. B. and G. B. and the Survivor and Survivors of them and the Heirs of such Survivor, during the joint Lives of the said A. H. and the Lady E. his Wife, into the said Manors, Lands, Tenements, Hereditaments and Premises charged with the Payment of the said annual Sum of 300 l. or any Part thereof, to enter and distrain, and the Distress and Distresses, then and there found, to lead, drive, carry away and impound, and in Pound to detain, until the said annual Sum of 300 l. and all Arrears thereof, and the Costs and Charges in taking such Distress and Distresses, shall be fully paid and satisfied; and if it shall happen the said Annual Sum of 300 l. or any Part thereof, shall be behind and unpaid, by the Space of forty Days after any of the said Feasts or Days of Payment, whereon the same is hereby made payable; then to this further Use, Intent and Purpose, that it shall and may be lawful to and for the said C. Duke of R. and L. Party hereto, J. B. and G. B. and the Survivor and Survivors of them, and the Heirs and Assigns of such Survivor, during the joint Lives of the said A. H. and the Lady E. his Wife, into the said Manors, Lands, Tenements and Hereditaments, charged with the Payment of the said 300 l. a Year, or any Part or Parcel thereof to enter, and the Rents, issues and Profits thereof to have, take and receive, until all Arrears of the said annual Sum of 300 l. then due, and all such Arrears that shall accrue and become due, during such Possession, shall be fully paid and satisfied: And it is hereby declared and agreed by and between all the said Parties to these Presents, that the said annual Sum of 300 l. is so limited to the said C. Duke of N. and L. (Party hereto,) J. B. and G. B. their Heirs and Assigns, upon Trust and Confidence, that they the said C. Duke of R. and L. (Party hereto,) J. B.

J. B. and G. B. and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, shall and do, during the joint Lives of the said A. H. and the Lady E. his Wife, pay the said annual Sum of 300 *l.* as and when they shall receive the same, not to the said A. H. or as he shall appoint; but to the proper Hands of the said Lady E. H. or to such Persons and Persons, as the said Lady E. H. shall from Time to Time, by any Writing signed with her Name of her own Hand Writing, notwithstanding her Coverture, direct or appoint; the same being intended, and so hereby declared to be for her separate, peculiar and personal Use, notwithstanding her Coverture, and not to be subject to the Disposition, Controul, Intermeddling, Debts or Incumbrances of the said A. H. her Husband; and that the Receipts of the said Lady E. H. from Time to Time given to the Person and Persons, who shall pay the said Sum of 300 *l. per Annum*, or any Part thereof, shall be as good and Effectual as if she were sole and unmarried; and as for, touching and concerning all and every the said Manors or Lordships, or reputed Manors or Lordships, Advowsons, Capital Messuages, Messuages, Granges, Farms, Lands, Tenements, Hereditaments, and all and singular the Premises hereby granted and released, or intended so to be, with their Rights, Royalties, Members and Appurtenances, charged and chargeable with the said annual Sum of 300 *l.* and the Remedies for the recovering the same, to the Use and Behoof of the said A. H. and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, together with such Powers as are herein after mentioned and reserved to him, and from and after the Determination of that Estate, to the Use of the said Earl of B. and R. H. and their Heirs, during the natural Life of the said A. H. upon Trust, to preserve the contingent Uses herein after limited; but yet so as to permit and suffer the said A. H. and his Assigns, to receive and take the Rents, Issues and Profits of the said Manors and Premises, to his

his own Use, during the Term of his natural Life, and from and after his Decease, then as to, for, touching and concerning the said Rectory and Tithes in *N.* aforesaid, and the said Messuages or Tenements in *H. R.* or *P. R.* in, &c. aforesaid, to the Use of the said Earl of *B.* *J. B.* and *G. B.* their Executors, Administrators and Assigns, for and during the Term of 1000 Years, fully to be compleat and ended; which said Term of 1000 Years, together with an Assignment of a Lease of the Manor of *C.* in the said County of *D.* and the Scite of the Manor of *C.* in the County of *S.* (being a Leasehold,) and other Lands and Hereditaments in the said Indenture tripartite of Assignment, bearing equal Date herewith, mentioned, and made between the said *A. H.* and the said Lady *E.* his Wife, of the first Part, the Right Honourable *J.* Earl of *P.* and the said *R. H.* of the second Part, and the said *J.* Earl of *B.* *J. B.* and *G. B.* of the third Part, is intended as a Provision for raising the Sum of 10000 *l.* for the younger Children, Sons and Daughters of the said *A. H.* on the Body of the said Lady *E. H.* and for a Provision for Daughters, in Case there shall be a Failure of Issue Male of this Marriage, in Such Manner, and subject to such Provisoos and Agreements, as is therein mentioned, declared and expressed; and as for and concerning the Reversion and Inheritance of the said Rectory and Tithes in *W.* and the said Houses in *H. R.* and *P. R.* aforesaid; and as for, touching and concerning all and every the Manors, Lands, Tenements, Hereditaments and Premises, hereby granted and released, or intended so to be, to this further Use, Intent and Purpose, that the said Lady *E. H.* after the Death of the said *A. H.* her Husband, shall and may, yearly and every Year, during the Term of her natural Life, have and receive the annual Sum or yearly Payment of 1000 *l.* of lawful Money of *Great Britain*, to be issuing and payable out of, and chargeable upon all and every the Manors, Lands, Tenements, Hereditaments and Premises hereby granted and released,

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or intended so to be, and to be payable and to be paid half-yearly, at the two most usual Feasts or Days of Payment in the Year, (that is to say) at *Michaelmas* and *Lady-day*, without any Deduction or Abatement, for or by Reason of any Taxes, Assessments or Impositions already taxed, assessed or imposed, or at any Time hereafter to be taxed, assessed or imposed on the said annual Sum of 1000 *l.* or any Part thereof, or on the said Manors, Lands and Premises charged with the Payment thereof, or on the said Lady *E. H.* in respect thereof, by Authority of Parliament, or otherwise howsoever; the first Payment to begin and to be made on such of the said Feasts as shall first and next happen after the Death of the said *A. H.* her Husband; and if it shall happen that the said annual Sum of 1000 *l.* or any Part thereof, shall be behind and unpaid by the Space of twenty Days after any of the said Feasts whereon the same is hereby made payable; then to this further Use, Intent and Purpose, that it shall and may be lawful to and for the said Lady *E. H.* and her Assigns, from Time to Time, for and during the Term of her natural Life, so often as the same, or any Part thereof, shall be so in Arrear, into the said Manors, Lands, Tenements and Hereditaments, charged with the Payment of the said annual Sum of 1000 *l.* or any Part thereof, to enter and distrain, and the Distress and Distresses then and there found, to lead, drive, carry away and impound, and to detain until the said annual Sum of 1000 *l.* and all Arrears thereof, and the Costs and Charges in taking such Distress and Distresses, shall be fully paid and satisfied; and if it shall happen the said annual Sum of 1000 *l.* or any Part thereof, shall be behind and unpaid, by the Space of forty Days after any of the said Feasts, whereon the same is hereby made payable, then to this further Use, Intent and Purpose, that so often as the same shall so be in Arrear, it shall and may be lawful to and for the said Lady *E. H.* and her Assigns, from Time to Time,

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during her natural Life, into the said Manors, Lands, Tenements and Hereditaments, or any Part thereof, charged with the Payment thereof, to enter, and the Rents, Issues and Profits thereof, to have, take and receive to her own Use, until the said annual Sum of 1000 *l.* and all Arrears thereof, and all such Arrears as shall accrue and grow due, during such Possession, together with all Costs, Charges, Damages and Expences, occasioned by Non-payment thereof, or by getting and obtaining such Possession, shall be fully paid and satisfied; such Possession when obtained to be without Impeachment of Waste; and it is declared by and between all the said Parties to these Presents, that the said annual Sum of 1000 *l.* hereby limited to the said Lady *E. H.* for her Life, for her Jointure, is and shall be in full Bar of her Dower, and all her Right and Title of Dower, or Thirds at Common Law, which she the said Lady *E. H.* hath, or can, or may have, claim, challenge or demand, of, into, or out of all or any the Manors, Lands, Tenements, Hereditaments and Premises hereby granted and released, or of, into or out of any other Manors, Lands, Tenements and Hereditaments, whereof the said *A. H.* her Husband, is or may be seized of any Estate of Inheritance, during the Coverture between the said *A. H.* and the Lady *E.* his Wife, and as for, touching, and concerning all and every the said Manors, Lands, Tenements Hereditaments and Premises hereby granted and released, or intended so to be, so charged and chargeable as aforesaid, as the respective Uses thereof herein before limited, shall respectively end and determine, to the Use and Behoof of the first Son of the Body of the said *A. H.* on the Body of the said Lady *E. H.* his Wife, begotten or to be begotten, and of the Heirs Male of the Body of such first Son lawfully to be begotten; and for Want of such Issue, to the Use and Behoof of the second, third, fourth, fifth, sixth, seventh, and all and every other the Sons of the Body of the said *A. H.* on the

Body of the said Lady E. H. his Wife, to be begotten severally and successively, one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and of the several and respective Heirs Male of their several and respective Bodies lawfully to be begotten; the Elder of such Sons, and the Heirs Male of his Body issuing being always preferred, and to take before the younger of such Son and Sons and the Heirs Male of his and their Body and Bodies respectively issuing; and for Want of such Issue, to the only Use and Behoof of the said A. H. his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever, or otherwise howsoever: Provided always, and it is declared and agreed by and between all the said Parties to these Presents, and their true Intent and Meaning is, and so is hereby declared to be, that it shall and may be lawful to and for the said A. H. from Time to Time, during his natural Life, to make any Grants of any Copyholds within any the Manors hereby granted and released, according to the Custom of the respective Manors, of which the said Copyholds are held, and also to make any Demise, Lease or Grant of any the Manors, Messuages, Lands, Tenements, Hereditaments and Premises hereby granted, or by any Part or Parts, Parcel or Parcels thereof, (except the capital Messuage called, the G. and the Outhouses, Gardens and Curtilage thereunto belonging,) to any Person or Persons whatsoever, for any Term or Number of Years not exceeding 21 Years, so as on every such Lease there be reserved, during the Continuance thereof, the best and most improved Rent that can be reasonably gotten for the same, without taking any Fine or Income, or any Thing in Lieu of a Fine or Income; and so as no such Lease be made without Impeachment of Waste by any express Words; and so as such Lease and Leases contain a Condition of Re-entry for Nonpayment of the Rent thereon to be reserved; and so as such Lessee and Lessees do execute Counterparts of their respective Leases,

Leases : Provided also, that it shall and may be lawful to and for the said *A. H.* in Case he shall survive and outlive the said Lady *E. H.* his Wife, at any Time after her Death, but not before, by any Deed or Deeds, Writing or Writings, to be by him sealed and delivered in the Presence of two or more credible Witnesses, to demise or grant any of the said Manors, Lands, Tenements, Hereditaments and Premises hereby granted, not exceeding the annual Value or Rent of 200 *l.* for any Term or Number of Years, for raising and securing any Sum not exceeding 10000 *l.* for his own Use and Benefit, so as such Term and Estate be made subject to a Proviso, to be void on Payment thereof, with legal Interest; any Thing herein before contained to the contrary notwithstanding: And the said *A. H.* for himself, his Heirs, Executors and Administrators doth covenant, promise and grant, to and with the said Earl of *B.* his Heirs, Executors and Administrators, in Manner and Form following, (that is to say,) That he the said *A. H.* is seised of the said Manors and Premises, of a good, sure, absolute and indefeasible Estate of Inheritance in Fee-simple, and hath in himself good Right, full Power, and lawful and absolute Authority, to grant, limit and settle the same, to the several Uses, Intents and Purposes herein before limited, declared and expressed, touching and concerning the same; and that the said Manors, Lands, Tenements, Hereditaments and Premises, shall and may for ever hereafter be peaceably and quietly held and enjoyed, according to the several Estates and Uses herein before limited, touching and concerning the same, without any Let, Suit, Denial or Interruption of or by the said *A. H.* or any claiming or to claim, by, from or under him, or by, from or under *A. H.* the Father, Sir *R. H.* his Grandfather, any or either of them (except as herein after excepted;) and that free and clear, and freely and clearly acquitted, exonerated and discharged of and from all prior and other Gifts, Grants, Bargains, Sales, Leases, Mortgages,

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Judgments, Statutes Merchant, and of the Staple, Recognizances, Executions, Titles, Troubles, Charges and Incumbrances whatsoever, by the said *A. H.* (Party to these Presents,) *A. H.* his Father, *Sir R. H.* his Grandfather, any or either of them, done, committed, omitted or suffered, (except the respective Grants made to Copyholders, and the respective Leases made to the Tenants of the said Premises; and also except a Mortgage made to *Mr. T.* of the Manor of *B.* for securing 2000 *l.* one other Mortgage made to *F. L.* of the Manor of *N. S.* for securing 3000 *l.* one other Mortgage of the Houses in *P. R.* made to *Mrs. E. H.* for securing 2900 *l.* one other Mortgage of the Manner of *H.* to *C. A.* for securing the Sum of 1000 *l.* and one other Mortgage made to the said *Mr. L.* of the Manor of *G.* for 1000 *l.* and the Sum of 4600 *l.* due to the Brothers and Sisters of the said *A. H.* (Party to these Presents,) which said Sum of 4600 *l.* it is agreed shall be paid out of the said Sum of 5000 *l.* now paid to the said *A. H.* (Party to these Presents) and the said Mortgage Debts are agreed to be paid off by Sale of Timber, pursuant to Trusts declared in an Indenture, bearing Date the thirtieth Day of *July* last past before the Date hereof, and made between the said *A. H.* Party to these Presents, of the one Part, and the said *J. B. R. H.* and *H. H.* of the other Part. And Lastly, that he the said *A. H.* (Party to these Presents) his Heirs, Executors and Administrators, shall and will from Time to Time, and at any Time within the Space of seven Years next ensuing the Date of these Presents, at the Request, Costs and Charges in the Law, of the said Earl of *B.* do or cause to be done any further or other reasonable Act, Matter or Thing, be it by Matter of Record or otherwise, for the further and better Assuring the said Premises to the several Uses herein before limited and expressed, and subject to the Trusts, Provisoos and Limitations herein before declared and mentioned, as by the said Earl of *B.* his Heirs, Executors or Administrators, or his or their

Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed or required, ſo as ſuch further Aſſurance contain no further or other Covenant or Warranty than againſt the Parties required to execute the ſame, his Acts, Heirs, Executors or Adminiſtrators; and ſo as ſuch Party be not compelled or compellable, for the doing thereof, to go or travel from his or her Habitation or Place of abode, at the Time of ſuch Requeſt to be made.
In Witneſs, &c.

A Settlement in Bar of Dower, &c.

- (3.) **T**HIS Indenture tripartite, made, &c. between T. H. of, &c. Eſq; and M. his Wife, Daughter of R. C. late of, &c. Eſq; deceased, of the firſt Part, T. G. of, &c. Eſq; M. P. of, &c. Eſq; of the ſecond Part, and Sir J. S. of, &c. and W. G. of, &c. Eſq; of the third Part: Whereas the ſaid T. H. did in *Trinity Term*, in the tenth Year of his preſent Maſteſty's Reign, levy a Fine with Proclamations of the Manor, Lands, Tenements and Hereditaments herein after mentioned, to the ſaid T. G. and M. P. which ſaid Fine was ſo levied, in order to veſt a good Fee-ſimple in the ſaid T. H. to the Intent he might ſettle purſuant to an Agreement before Marriage with the ſaid M. Now this Indenture witneſſeth that the ſaid T. H. for and in Conſideration of the ſaid Marriage already had and ſolemnized, between the ſaid T. H. and M. his Wife, and of the Sum of 2500 l. of, &c. to the ſaid T. H. well and truly in Hand paid or ſecured to be paid, at or before the Enſealing and Delivery of theſe Preſents, for and as the Marriage Portion of the ſaid M. the Receipt whereof is hereby acknowledged; and for ſettling and aſſuring of the ſaid Yearly Sum or Payment of, &c. of good, &c. free from all Taxes, ordinary and extraordinary, by any Act

or Acts of Parliament already made, or hereafter to be made, or otherwise howsoever, to and upon the said *M.* for the Term of her natural Life, in Case she shall happen to survive the said *T. H.* in Lieu, full Satisfaction and Bar of her Dower and Thirds at Common Law; and for the Settling and Assuring of the Manor, Messuages, Farms, Lands, Tenements and Hereditaments herein after mentioned to continue in the Name and Blood of the said *T. H.* so long as it should please God, and to the End the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises, may be settled and established, to and for the Uses, Intents and Purposes, and upon and under the Trusts, Powers, Provisoes and Agreements, herein after limited and expressed, and for other good Causes and Considerations hereunto especially moving, he the said *T. H.* hath granted, &c. and by these Presents doth grant, &c. unto the said *T. G. M. P. Sir J. S. and W. G.* (in their actual Possession, &c.) and to their Heirs, all that, &c. and the Reversion, &c. and all the Estate, &c. of the said *T. H.* of, in and to the same, and every or any Part thereof: To have and to hold the said Manor, &c. unto the said *T. G. M. P. Sir J. S. and W. G.* and their Heirs, to the Uses and upon the Trusts, and subject to the Powers, Provisoes and Limitations herein after expressed, (that is to say,) to the Use of the said *T. H.* for and during the Term of his natural Life, ^{By Death forfeited, or otherwise.} without Impeachment of or for any Manner of Waste, and from and after the Determination of that Estate, to the Use of the said *T. H.* and *N. P.* and their Heirs, during the Life of the said *T. H.* upon Trust, to support and preserve the contingent Uses and Estate thereof, herein after limited from being barred, &c. and for that Purpose, &c. and from and after the Decease of the said *T. H.* then to the Use, Intent and Purpose, that the said *M.* and her Assigns shall and may have, receive, and take yearly and every Year, during the Term of her natural Life, the annual Payment or yearly Rent-Charge of, &c. of good, &c. to be issuing and going out of
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all and every the said Manors, &c. (without any Abatement for Taxes, Charges, Assessments, or Incumbrances of any Kind whatsoever,) the said annual Payment or yearly Rent-charge of, &c. to be payable and paid at two of the most usual Feasts or Days of Payment in the Year, (that is to say,) *Michaelmas* and *Lady-Day*, by equal Portions, for the Jointure of her the said M. and in full Bar and Recompence of all such Dower and Thirds at the Common Law, as she the said M. shall or may have or claim out of any the said Manor, &c. and Hereditaments of the said T. H. or whereof or wherein he shall at any Time be seised, during the Coverture between them, and that she survive him; the first Payment thereof to begin and be made at such of the said Feasts, as shall first and next happen after the Decease of the said T. H. and to this further Use and Intent, that if it shall happen that the said annual Payment or yearly Rent-Charge of, &c. shall happen, &c.

Twenty Days.

And as for and concerning all and every the said Manor, Messuages, Farms, Lands, Tenements, &c. Hereditaments and Premises, comprised in the said Fine, and hereby granted and released, charged and chargeable with the said yearly Rent or Payment of, &c. *per Annum*, as aforesaid, to the Use of the first Son of the said T. H. on the Body of the said M. to be begotten, and of the Heirs Male of, &c. [*as in others,*] and for Want of such Issue, to the Right Heirs of the said T. H. for ever: Provided always, and it is hereby declared, meant and intended by and between the said Parties to these Presents, that in Case there shall be Issue one or more Daughter or Daughters between them the said T. H. and M. his Wife, that then it shall and may be lawful to and for the said T. H. at any Time or Times hereafter, during his natural Life, by any Deed or Writing, to demise, mortgage or charge such Parts of the Premises, as shall be a sufficient Security for the raising any Sum, not exceeding 5000 *l.* or by an absolute Sale of a

Issue Male.

To continue in the Name, so no Remainder to Daughters for that Reason.

competent Part thereof for the Purpose aforesaid, for the Portion or Portions of such Daughter and Daughters and younger Children, and to be paid to her or them, in such Manner and Form, as the said T. H. by such Deed or Writing shall direct or appoint: Provided also, and it is declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said T. H. at any Time hereafter, during the Term of his natural Life, by any Writing under his Hand and Seal, testified by two or more credible Witnesses, to give, limit and appoint unto J. H. his Sister, and her Assigns, for the Life of the said A. H. only an Annuity or yearly Rent-Charge, not exceeding 20 *l.* a Year, to be issuing and going out of the said Manor, &c. and Premises, with Clause of Distress for Non-payment of the said Annuity, to commence and be paid at such Days and Times, and by such Proportions, as the said T. H. by such Writing, so to be testified as aforesaid, shall direct and appoint; so as such Annuity be not made to prejudice the Payment of the said—— a Year herein before limited to the said M. for her Jointure as aforesaid, but be subject thereunto; any Thing herein before contained to the contrary in any wise notwithstanding: Provided [*a Power to T. H. to grant Leases; Covenant that he is seised, &c. and that he hath good Right, &c. to the several Uses, &c. in and by these Presents limited, &c. and declared concerning the same, and in Manner and Form aforesaid,*] And also that the said M. and her Assigns, from and after the Decease of the said T. H. if she happen to survive him, shall and may have, receive and take out of the said Manor, Lands and Premises, the said annual Sum of, &c. of good, &c. at the Days and Times, and in Manner as the same is herein before limited to be paid, without any Deduction, Defalcation or Abatement thereout for Taxes, Charges, Assessments, or other Payments whatsoever, imposed or to be imposed on the said annual Sum of, &c. or any Part thereof, or on the said M.

her Assigns, &c. in Respect thereof, or on the said Manor, Lands and Premises, charged with the Payment thereof by Authority of Parliament, &c. [*other usual Covenants in Settlements.*]

A Settlement made by a Widow on herself and her Children, of an Estate descended from her Ancestors, on Condition of taking their Mother's Maiden Name or Surname.

- (4.) THIS Indenture quadripartite, &c. between E. G. Widow and Relict of J. G. late of, &c. Esq; deceased, and only Daughter and Heir of T. R. late of, &c. Esq; deceased, of the first Part, T. G. Esq; and J. G. Gent. only Children of the said E. G. by the said J. G. deceased, of the second Part, Sir T. H. of, &c. Bart. and Sir H. B. of, &c. Bart. of the third Part, and R. W. of, &c. of the fourth Part, witnesseth, that for Settling and Assuring the Manors, Lands, Tenements and Hereditaments herein after mentioned to be granted, to the several Uses, Intents and Purposes, and subject to the Trusts, Provisoos, Limitations and Agreements herein after limited, declared and expressed; and for and in Consideration of the Sum of 10 s. of, &c. to the said E. G. in Hand paid by the said Sir T. H. at and before the Enfealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged; and for divers other good Causes and Considerations, &c. the said E. G. hath granted, bargained, sold, aliened, released and confirmed and by these Presents doth fully, clearly and absolutely grant, bargain, &c. unto the said Sir T. H. (in his actual Possession now being, &c.) and to his Heirs, all those the Manors, &c. and all other the Manors, Lands, Tenements and Hereditaments, which were formerly the Inheritance of A. R. Father of the said T. R. and
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Grandfather of the said *E. G.* and which descended or otherwise came to the said *E. G.* situate, *&c.* or elsewhere in the said County of *S.* and the Reversion, *&c.* and all the Estate, *&c.* of the said *E. G.* in and to the same; To have and to hold the said Manor, Lands, Hereditaments, and all and singular other the Premises hereby granted or intended so to be, with their and every of their Rights, Royalties, Members and Appurtenances unto the said Sir *T. H.* his Heirs and Assigns, to the several Uses, Intents and Purposes, and subject to the Trusts, Provisoos, Limitations and Agreements herein after mentioned, described and expressed, (that is to say,) To the Use and Behoof of the said *E. G.* and her Assigns, during such Time as she shall continue sole and unmarried, without Impeachment of Waste, and immediately after the said *E. G.* shall marry, to the Use, Intent and Purpose that the said *T. G.* Party to these Presents, and *J. G.* Party also to these Presents, Sons of the said *E. G.* shall and may have and receive, during the Life of the said *E. G.* their Mother, the annual Sums following, *viz.* the said *T. G.* Party, *&c.* the annual Sum of 200 *l.* and the said *J. G.* Party to these Presents, the annual Sum of 100 *l.* the said annual Sums of 200 *l.* and 100 *l.* to be respectively issuing out of, and charged and chargeable upon all the Manor, Lordships, Lands, Tenements, Hereditaments and Premises hereby granted or intended so be, and to be payable and paid to the said *T. G.* and *J. G.* Parties, *&c.* *viz.* 200 *l. per Annum*, to the said *T. G.* and 100 *l. per Annum* to the said *J. G.* at the two most usual Feasts or Days of Payment in the Year, *viz.* *Michaelmas* and *Lady-Day*, by equal half-yearly Payments, without any Deduction or Abatement, for or by Reason of any Taxes, Parliamentary or others; the first Payment to begin and be made to them respectively at such of the said Feasts as shall next happen after the Marriage of the said *E. G.* And if it shall happen the said annual Sums or yearly Rent-Charges of 200 *l.* or
100 *l.*

100 *l.* or either of them, or any Part of them, or either of them, to be behind and unpaid by the Space of thirty Days after any of the Feasts, whereon the same is hereby made payable, that then and so often it shall and may be lawful to and for the said *T. G.* and *J. G.* respectively, and such of them whose Annuity or Rent-Charges shall be so in Arrear, into the said Manors and Premises, or any Part of them respectively, to enter and distrain, and the Distress and Distresses then and there found take, lead, drive, carry away and impound, and in Pound to detain, until the said annual Sum so due to the Party distraining, and all Arrears thereof, and the Costs and Charges in taking such Distress and Distresses shall be fully paid and satisfied, and charged and chargeable with the said annual Sums of 200 *l.* and 100 *l.* to the Use and Behoof of the said *E. G.* and her Assigns, for and during the Term of her natural Life; and from and after her Decease, then as for, touching and concerning all that the said Farm of *M.* in *P.* now in the Occupation of *A. J.* and all that Farm called *L.* now in the Possession of *W. M.* and all that, &c. being all Part of the above granted Premises, to the Use and Behoof of the said Sir *T. H.* and Sir *H. B.* their Executors, Administrators and Assigns, for and during, and unto the full End and Term of 100 Years, fully to be compleat and ended, without Impeachment of Waste on the Trusts herein after mentioned and declared; and from and after the End, Expiration or other sooner Determination of the said Term of 100 Years, then as for and concerning the Reversion and Inheritance of the said Farms called *M. L.* &c. and as for and concerning the said Manors of *M. L.* and all other the Manors, Lands, Tenements, Hereditaments and Premises hereby granted, as the respective Uses herein before limited shall respectively end and determine, to the Use and Behoof of the said *T. G.* Party, &c. for and during the Term of his natural Life, without Impeachment of Waste; and from and after the Determination

nation of that Estate, to the Use of the said R. W. and his Heirs, during the natural Life of the said T. G. upon Trust to preserve the contingent Uses herein after limited; but yet so as to permit the said T. G. and his Assigns, to receive the Rents, Issues and Profits of the said Premises, during his natural Life, and from and after his Decease, to the Use and Behoof of the first Son of the Body of the said T. G. Party, &c. lawfully to be begotten, and of the Heirs Male of the Body of such first Son lawfully issuing; and for Want of such Issue, to the Use and Behoof of the second, third, fourth, fifth, sixth, seventh, and all other the Sons of the Body of the said T. G. Party, &c. lawfully to be begotten, severally, &c. [*as in others,*] and for Want of such Issue, to the Use of the said Sir T. H. and Sir H. B. their Executors, Administrators and Assigns, for the Term of 200 Years, without Impeachment of Waste, on the Trusts herein after declared; and after the End, Expiration, or other sooner Determination of the said Term of 200 Years, to the Use and Behoof of the said J. G. Party to these Presents and his Assigns, during the Term of his natural Life, without Impeachment of Waste; and from and after the Determination of that Estate, to the Use of the said R. W. and his Heirs [*as before for T. G. to the End of the Uses,*] and for Want of such Issue Male, to the Use of all and every the Daughters of the said T. G. Party, &c. and all and every the Daughters of the said J. G. Party, &c. and the Heirs of their respective Bodies to be begotten; they, if more than one, to take as Tenants in Common, not as Jointenants; and if any of the said Daughters shall die without Issue, then to the Use and Behoof of the surviving Daughters and Daughter, and the Heirs of her and their Body and Bodies respectively issuing; and for Want of such Issue, to the Use and Behoof of the said E. G. her Heirs and Assigns for ever: Provided always, and these Presents are upon this Condition, that if the said T. G. Party, &c. and his Sons, and the said J. G. Party,

Œc. and his Sons, shall not, within one Year after they shall respectively come into the actual Possession of the said Manors and Premises, by Virtue of the Limitations aforesaid, take upon him and themselves the Name of *W.* and use the Arms of the *W.* Family, and stile and write him and themselves by the Surname of *W.* then the Use hereby limited to the Party so refusing or neglecting to take the Surname and use the Arms of *W.* aforesaid, shall cease and be void, and the said Estate shall go over to the Male in Remainder; any Thing herein contained to the contrary thereof notwithstanding: Provided also, that it shall and may be lawful to and for the said *E. G.* during her Widowhood, and to and for the said *T. G.* and *J. G.* Parties, Œc. as and when they shall respectively be in the actual Possession of the said Premises, by Virtue of the Limitations aforesaid, to make any Lease or Leases of the said Manors and Premises, or any Part of them, for any Term or Number of Years, not exceeding twenty-one Years at Rack-Rent, without Fine, so as no Lease be made without Impeachment of Waste, and every Lease contain a Condition of Re-entry, and the Lessees execute Counterparts of their respective Leases: Provided also, that it shall and may be lawful to and for the said *T. G.* and *J. G.* Parties to these Presents, when and as often as they shall respectively be in the actual Possession of the said Manors and Premises by Virtue of the Limitations aforesaid, and not before, from Time to Time during their respective natural Lives, by any Deed or Deeds, Writing or Writings, Signed and Attested by two or more credible Witnesses, to limit or appoint any Part of the said Manors and Premises, subject to the precedent Charges thereon, not exceeding 300 *l.* a Year, for the Life or Lives of any Woman or Women, as they shall respectively marry, as and for a Jointure, such Limitation or Appointment to be made, either before or after Marriage, but not to be made without Impeachment of Waste; any Thing herein before contained or declared

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to the contrary notwithstanding; and as for, touching and concerning the said Term of 100 Years before limited to the said Sir T. H. and Sir H. B. their Heirs, Executors, Administrators and Assigns, the same is limited to them upon Trust, that they and the Survivor of them, and the Executors and Administrators of such Survivor, shall, after the Death of the said E. G. and not before, if the said T. G. or any Issue Male of his Body shall be then living, by and out of the Rents, Issues and Profits of the said Premises, by Mortgage or Sale of a competent Part of the said Manors and Premises comprised in the said Term of 100 Years, levy and raise the Sum of 3000*l.* and pay the same to the said J. G. at his Age of twenty-one Years, with Interest for the same, after the Death of the said E. G. till Payment; the Interest to be paid Half-yearly at *Lady-Day* and *Michaelmas*; the first Payment to be made on such of the said Feasts as shall next happen after the Death of the said E. G. and after Payment of the said 3000*l.* and Interest; or if the said J. G. shall die without Issue Male living his Mother, then the said Term of 100 Years to cease: And it is hereby declared, that the said Sum of 3000*l.* hereby provided for the said J. G. is in full Satisfaction of 3000*l.* given him by his Father's Will, and charged on the Real Estate, but of no other Sum given him by the said Will; and as for, touching and concerning the said Term of 200 Years, herein before limited to the said Sir T. H. and Sir H. B. their Executors, Administrators and Assigns, the same is so limited to them on the Trusts herein after expressed, (that is to say,) in Case the said T. G. Party, &c. shall die without Issue Male, or there being such Issue Male, all of them shall die without Issue Male, under the Age of twenty-one Years, and the said T. G. shall have one or more Daughter or Daughters of his Body lawfully begotten, living at his Death, or born after; then and in such Case the said Trustees and the Survivor of them, his Executors or
Admi^s

Administrators, shall, by the Ways and Means aforesaid, levy and raise the Sum of 3000 *l.* for the Portion of such Daughter, if but one; and if more than one, then to be equally divided among them, Share and Share alike; the same to be paid at their Age or Ages of twenty-one Years, or Marriage after the Commencement of the said Term, which shall first happen; and if the said Daughter or Daughters shall attain the Age of twenty-one Years, or be married before the Commencement of the said Term, then so soon after the Commencement of the said Term, as the same can conveniently be raised, and after the Payment of the said Sum of 3000 *l.* or if there shall be no such Daughter or Daughters, or being such, all of them shall die before the Age of twenty-one Years, or Marriage, and the Trustees Charges and Expences, which they are hereby impowered to deduct, shall be fully satisfied and paid, then the said Term of 200 Years to cease: Provided lastly, that it shall and may be lawful to and for the said E. G. during such Time as she continues sole and unmarried, by and with the Consent of the said Sir T. H. and J. E. of B.'s Hall in the County of N. Esq; N. P. of, &c. W. S. of, &c. or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, signified in Writing by any Deed or Deeds, Writing or Writings, Signed and Sealed by her in the Presence of three credible Witnesses, to be inrolled in the High Court of Chancery, within three Calendar Months after the Date thereof, and not otherwise, to revoke, alter, change and make void all or any the Uses, Estates, Trusts and Limitations of the said Manors, Lands, Tenements, Hereditaments and Premises, or any Part thereof in these Presents contained; and by the same or any other Deed or Deeds, with such Consent, and attested and to be inrolled as aforesaid, and not otherwise, to declare, limit or appoint any new or other Use or Uses of the said Manors and Premises, whereof the Use shall be so revoked, either
with

with Power of Revocation or without, or with any other Powers; any Thing herein before contained to the contrary in any wise notwithstanding. *In Witnesses, &c.*

A Settlement made by Mrs. S. B. on her Relations.

THIS Indenture tripartite, made, &c. between S. B. (5.)
of, &c. Spinster, of the first Part, C. K. of, &c. and
T. B. of, &c. of the second Part, C. W. of, &c. J. W. of,
&c. M. C. and R. C. her Son, and M. H. and A. H. of, ^{Relations of}
&c. of the third Part, witnesseth, That for and in Con- ^{the said S. B.}
sideration of the natural Love and Affection which she ^{Deriving their}
the said S. B. hath and beareth unto the said C. W. J. W. ^{Pedigree.}
M. C. R. C. M. H. and A. H. and for the settling and
Assuring the Manors, Messuages, Lands, Tenements and
Hereditaments herein after mentioned, to be hereby
granted and released, unto and for the Uses, Intents
and Purposes, and under and subject to the Proviso and
Agreements herein after mentioned, expressed and de-
clared, of and concerning the same; and for and in
Consideration of the Sum of 10 s. of, &c. to the said
S. B. in Hand paid by the said C. K. and T. B. at or be-
fore, &c. the Receipt, &c. she the said S. B. hath
granted, bargained, sold, released and confirmed, and
by these Presents doth grant, &c. [as in others,] all
those, &c. and the Reversion, &c. and all the Estate,
&c. whatsoever, of her the said S. B. of, into or out of
the said Manors, Messuages, Lands, Tenements, Here-
ditaments and Premises, or any of them, or any Part
or Parcel thereof; To have and to hold the said Ma-
nors, Messuages, Lands, Tenements, Hereditaments, and
all and singular other the Premises, with their and every
of their Rights, Members and Appurtenances, unto
the said C. K. and T. B. their Heirs and Assigns, for
5 Y ever

ever, (subject to such Annuities, Rents and Incumbrances, as the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises were charged or chargeable withal, before the Death of Sir J. B. Brother of the said S. B. unto or in Trust for any Person or Persons whatsoever, except the said S. B.) to and for the Uses, Intents and Purposes, and under and subject to the Proviso and Agreements herein after mentioned, expressed and declared of and concerning the same, (that is to say,) to the Use and Behoof of her the said S. B. and her Assigns, for and during the Term of her natural Life, without Impeachment of or for any Manner of Waste; and from and after her Decease, then as to, for and concerning one full fourth Part of the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, (the whole into four equal Parts to be divided,) to the Use and Behoof of the said C. W. and of his Heirs and Assigns, for ever; and as to, for and concerning one other full fourth Part thereof of the said J. W. and of his Heirs and Assigns for ever; and as to, for and concerning one other full fourth Part thereof, to the Use and Behoof of the said M. C. and her Assigns, for and during the Term of her natural Life, and from and after her Decease, then to the Use and Behoof of the said R. C. and of his Heirs and Assigns for ever; and as to, for and concerning the remaining fourth Part thereof, to the Use and Behoof the said M. H. and A. H. and of their Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever: Provided always nevertheless, and it is hereby declared and agreed by and between all the said Parties to these Presents, and it is the true Intent and Meaning of them and of these Presents, that in Case the said S. B. shall at any Time hereafter marry and have Issue of her Body, then and in such Case, if the said S. B. or any other Person, on the Behalf of the Issue, shall at any Time, during her natural Life, and during the Life or Lives of such Issue, or within six
2 Months

Months after her Decease, leaving Issue, pay, or to the good Liking of the said C. H. and T. B. or the Survivor of them, or the Executors or Administrators of such Survivor, sufficiently and effectually secure to be paid unto them, the said C. K. and T. B. or the Survivor of them, the Executors or Administrators of such Survivor, the Sum of 8000 *l.* of lawful Money of *Great Britain*, upon the Trusts, and to and for the Intents and Purposes herein after mentioned, expressed and declared, of and concerning the same, (that is to say,) as to, for and concerning 2000 *l.* Part of the said Sum of 8000 *l.* in Trust for and for the only Benefit of the said C. W. his Executors and Administrators, and as to, for and concerning the Sum of 2000 *l.* other Part of the said Sum of 8000 *l.* in Trust for, and for the only Benefit of the said J. W. his Executors and Administrators; and as to, for and concerning the Sum of 2000 *l.* other Part of the said Sum of 8000 *l.* in Trust for, and for the only Benefit of the said R. C. his Executors and Administrators, from and after the Decease of the said M. C. his Mother, (who is to have and enjoy the Interest and Produce of the said last mentioned Sum of 2000 *l.* for and during the Term of her natural Life,) and as to, for and concerning the remaining 2000 *l.* Residue of the said Sum of 8000 *l.* in Trust for, and for the only Benefit of the said M. H. and A. H. and the Survivor of them, in Case the said M. H. and A. H. or either of them shall survive the said S. B. and attain her or their Age of twenty-one Years, or be married: But if it shall happen that the said M. H. and A. H. shall both of them die, during the Life of the said S. B. or if they shall die after her Death, and before they or either of them shall attain the Age of one and twenty Years, or be married, then in Trust, as to the said 2000 *l.* limited to them or the Survivor of them, unto and for the Benefit of the said C. W. J. W. and R. C. their respective Executors and Administrators, to be equally divided among them

them, and they to take the same as Tenants in Common, and not as Joint-Tenants, then and at all Times after the said sum of 8000 *l.* shall be paid or secured to be paid by the said *S. B.* in Manner as aforesaid, all and every the Uses and Estates herein before limited, of or concerning the aforesaid Manors, Messuages, Lands, Tenements, Hereditaments and Premises, or any Part of them or any of them, shall cease, determine, and be utterly void; to all Intents and Purposes, and then and from thenceforth they the said *C. K.* and *T. B.* and their Heirs, shall stand and be seised of the same Manors, Messuages, Lands, Tenements, Hereditaments and Premises, to and for the only proper Use and Behoof of the said *S. B.* and of her Heirs and Assigns for ever; any Thing herein before contained to the contrary thereof, in any wise notwithstanding; and the said *S. B.* covenants, [*in Form,*] that she hath done no Act to incumber the said Premises, or any Part thereof. [*Covenant for further Assurance at the Charge of the Trustees.*] *In Witness, &c.*

A Settlement of a Gentleman's Estate by Lease and Release.

- (6.) **T**HIS Indenture made, *Uc.* between *J. W.* of, *Uc.* Esq; of the one Part, and Sir *H. L.* of, *Uc.* Bart. and *A. B.* of, *Uc.* Esq; of the other Part, witnesseth, *Uc.* [*as in other Releases, for 5 s. Consideration; and so to the Habendum,*] To have and to hold the said Manors, *Uc.* unto the said Sir *H. L.* and *A. B.* their Heirs and Assigns, to the Use of the said *J. W.* for and during the Term of his natural Life; and from and after his Decease, to the Use of the said Sir *H. L.* and *A. B.* their Heirs and Assigns for ever; in Trust nevertheless for such Person and Persons, and for such Estate and Estates, Intents and Purposes, as the said *J. W.* by his Last Will hath devised

devised or limited, or shall devise or limit the same Manors, Lands and Premises respectively; and for Want of such Devise or Limitation, in Trust for the said J. W. his Heirs and Assigns for ever. *In Witness, &c.*

A Settlement of Lands held by Lease for three Lives, on a Marriage.

[*By Lease and Release it must be.*]

THIS Indenture tripartite made the, &c. Day of, (7.)
 &c. between J. W. of, &c. of the first Part, M. F. of, &c. Spinster, one of the Daughters of Sir P. F. late of L. Knt. deceased, of the second Part, and R. H. of P. &c. and R. F. of, &c. of the third Part: Whereas, [*Recite a Lease for three Lives,*] to hold the same, except before excepted, unto the said J. W. his Heirs and Assigns, for and during the natural Lives of the said J. W. C. W. Brother of the said J. W. and A. G. Wife of Mr. J. G. Clerk, Rector of S. in the County of D. and the Life natural of the longest Liver of them; yielding and paying, &c. as in and by the said Indenture of Lease, Relation being thereunto had, may more fully appear; and whereas a Marriage is, (by God's Permission,) shortly to be had and solemnized between the said J. W. and M. F. and upon the Treaty of the said Marriage, it hath been agreed, that in Consideration thereof and of the Portion and Estate of the said M. F. to which the said J. W. will by his said Marriage be entitled, the said Leasehold Premises shall be settled upon the said J. W. and M. F. and for the Benefit of the Issue of the said intended Marriage between them to be begotten, in Manner herein after mentioned. Now this Indenture witnesseth, that in Consideration of the said intended Marriage, and of the Portion and

Estate, which the said *J. W.* will by his said Marriage with the said *M. F.* be intitled to, and for settling the said Leasehold Premises, and making Provision of Maintenance for the said *M. F.* in Case the said Marriage shall take Effect, and she shall happen to survive the said *J. W.* her intended Husband; and for making Provision for the Issue of the said intended Marriage, in such Manner as is herein after declared and expressed; and for and in Consideration of the Sum of 10 s. of, &c. to the said *J. W.* in Hand, at or before the Sealing and Delivery of these Presents, well and truly paid by the said *B. H.* and *R. F.* the Receipt whereof is hereby acknowledged, he the said *J. W.* hath granted, bargained, sold, released and confirmed, and by these Presents doth grant, bargain, sell, release and confirm unto the said *B. H.* and *R. F.* in their actual Possession now being by Virtue of a Bargain and Sale to them thereof made by the said *J. W.* for 5 s. Consideration, by Indenture bearing Date the Day next before the Day of the Date hereof, for one whole Year from the Day next before the Day of the Date thereof, and by Force of the Statute made for transferring Uses into Possession, (their Heirs and Assigns,) all that the said, &c. and also all and every other the, &c. and Premises whatsoever, herein before recited or mentioned to be, in and by the said recited Indenture of Lease, granted to the said *J. W.* as aforesaid, with their and every of their Appurtenances, except as in the said recited Indenture of Lease is before mentioned to be excepted; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the same Premises, all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, of him the said *J. W.* of, in and to the said, &c. and other Premises, and every Part and Parcel thereof; To have and to hold the said, &c. and all and singular other the Premises mentioned and intended to be hereby released, except as is before excepted, unto the said *B. H.* and *R. F.* their Heirs and Assigns, for and during the
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natural Lives of the said *J. W. C. W.* and *A. G.* and the Life of the longest Liver of them, (under and subject to the Rents and Covenants in the said recited Indenture of Lease contained, on the Tenant or Lessee's Part, from henceforth to be paid, done and performed for the same) upon the several Trusts, and to and for the Intents and Purposes, and under and subject to the Provisoes and Agreements herein after declared or expressed concerning the same, (that is to say,) to the Use and Behoof of the said *J. W.* and his Heirs, in the mean Time, until the said intended Marriage shall be had and solemnized, and from and after the Solemnization of the said intended Marriage, to the Use and Behoof of the said *J. W.* and his Assigns, for and during the Term of his natural Life, he and they paying the Rents, and performing the Covenants in the said recited Indenture of Lease contained, on the Tenant or Lessee's Part, during his Life-Time, to be paid and performed for the same; and from and after the Decease of the said *J. W.* to the Use and Behoof of the said *M. F.* and her Assigns, for and during the Term of her natural Life, (subject to such Rents and Covenants as aforesaid,) for her Jointure, and for and in Lieu, Recompence, and full Satisfaction, and Bar of all Dower, Right, Thirds and Title of Dower; which she the said *M. F.* can or may have or claim, of, in or to any Messuage, Lands or Hereditaments, whereof or wherein the said *J. W.* now is, or at any Time hereafter, during the said intended Coverture shall or may be seised of any Estate of Inheritance; and from and after the Decease of the said *M. F.* to the Use and Behoof of the said *B. H.* and *R. F.* their Heirs and Assigns upon the Trusts, and to and for the Intents and Purposes herein after declared or expressed concerning the same, (that is to say) upon Trust, that if the said intended Marriage shall take Effect, and the said *J. W.* shall have Issue an only or eldest Son by him begotten on the Body of the said *M. F.* whether Born in his Life-Time or after his Decease, and shall also have one
or

or more Daughter or Daughters, or younger Son or Sons by him begotten on the Body of the said *M. F.* whether born in his Life-Time or after his Decease, that then and in such Case the said *B. H.* and *R. F.* and the Survivor of them, his Executors or Administrators, either by or with the Direction or Consent of the said *J. W.* in his Life-Time, if he think fit, or else after his Death, shall and do, by and out of the Rents, Issues and Profits, or by Sale, Mortgage or other Disposition of the said, &c. Lands, Hereditaments and Premises, mentioned to be hereby released, for all their Estate and Interest therein, or any Part thereof, or by all or any the Ways and Means aforesaid, or any other Ways or Means which they in their Discretion shall think fit, levy, raise, and pay such Sum or Sums of Money, not exceeding, in the Whole, the Sum of 2000 *l.* of, &c. for the Portion or Portions of such younger Child or Children, at such Times and in such Proportions and Manner, as the said *J. W.* by any Deed or Deeds by him duly executed, in the Presence of two or more credible Witnesses, or by his Last Will or Testament in Writing, by him signed and published in the Presence of two or more Witnesses, shall direct or appoint; and for Want of such Direction or Appointment, then the Sum of 2000 *l.* to be raised for, and equally to be divided between or among them, if more than one, Share and Share alike, and to be paid in Manner following, (that is to say,) to such younger Son or Sons, at his or their Age of twenty-one Years, or to be sooner applied or employed to and for his or their Advancement in the World, as the said *B. H.* and *R. F.* or the Survivor of them, his Executors or Administrators, shall in his or their Discretion think fit; and to such Daughter or Daughters, at her or their Age or Ages of twenty-one Years, or Day or Days of Marriage, which of them respectively shall first happen; and if any such Daughter or Daughters shall have attained her or their Age or Ages of twenty-one Years, or be married,

any such younger Son or Sons shall have attained his or their Age or Ages of twenty-one Years, in the Life-Time of the said *J. W.* then the Portion or Portions of such Daughter or Daughters attaining such Age, or marrying, as aforesaid, and of such younger Son or Sons, so attaining such Age or Ages; or so much thereof, as shall not have been sooner applied or imployed for the Advancement or Benefit of such younger Son or Sons, as aforesaid, shall be raised and paid in six Calendar Months, next after the Decease of the said *J. W.* with Interest from the Day of his Death; and in Case any such Daughter shall depart this Life before she shall attain her Age of twenty-one Years, or be married, or any such younger Son shall depart this Life, before he shall attain the Age of twenty-one Years; then the Portion of him or her so dying, or so much thereof as shall not have been sooner advanced, as aforesaid, shall go to such surviving Daughter or Daughters, as shall be unmarried, and such surviving Son or Sons, to be equally divided between or among them, if more than one such younger Child, Share and Share alike, and be payable, when and as his, her or their original Portion or Portions shall by Virtue of these Presents become payable; and upon this further Trust and Confidence, that they the said *B. H.* and *R. F.* and the Survivor of them, his Executors, Administrators and Assigns, shall and do, by and out of the Rents, Issues and Profits of all or any Part of the said, &c. Hereditaments and Premises, mentioned to be hereby released, as aforesaid, levy and raise such Maintenance in the mean Time, for such younger Child or Children as aforesaid, from the Death of the said *J. W.* until such Time as his, her or their respective Portion and Portions shall become due and payable, or be sooner paid as aforesaid, as they in their Discretion shall think fit, not exceeding the Interest of the Portions of such younger Child or Children; such Maintenance to be paid and payable at the four most usual Feasts or Days of Payment in the Year, (that is to say,) the Feast of

St. Michael the Archangel, &c. by even and equal Portions, the first Payment thereof to begin and be made at such of the said Feasts, as shall first and next happen after the Decease of the said J. W. Provided always, that no such Sale or Mortgage, as aforesaid, shall be made, until some of the said Portions shall become due and payable; and that in Case the said J. W. shall in his Life-Time give to any of the said Daughter or Daughters in Marriage, or any of his said younger Son or Sons, any Sum or Sums of Money for or towards his, her or their Portion or Advancement in the World respectively, and by Writing under his Hand and Seal declare the same to be for or towards the Portion or Portions hereby provided, that then and in such Case, such Daughter and Daughters, or such younger Son or Sons, which shall have such Portion or Portions, or Sum or Sums of Money to him, her or them so given or advanced, shall after the Decease of the said J. W. have and receive only so much and such further Portion or Portions, by Virtue of these Presents, as together with the said Portion or Portions, or Sum or Sums of Money so given, or Advancement by the said J. W. in his Life-Time, shall compleat and make up the Portion and Portions hereby limited, provided or intended for him, her or them respectively, and no more; and upon further Trust and Confidence, that they the said B. H. and R. F. and their Heirs, shall and do, after the Decease of the said J. W. and M. F. his intended Wife, and the longer Liver of them, and full Payment and Satisfaction made of the Portions and Maintenance herein before respectively provided for such younger Child or Children, as aforesaid, if any such there be, and all Charges, Damages and Expences, occasioned by, or relating to the Execution of the Trusts hereby in them reposed, convey and assure the said Prebend, Parsonage, Manor, Capital Messuage, Clerk's Tithes, Lands, Hereditaments and Premises hereby released as aforesaid, and all their Estate and Interest therein, or in such Part thereof as shall then remain

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unfold or undisposed of for the Purposes aforesaid, to and to the Use of such Son of the Body of the said *J. W.* on the Body of the said *M. F.* to be begotten, who shall first attain his Age of twenty-one Years, his Heirs and Assigns; and in Case there shall be no such Son, to and to the Use of all and every the Daughter and Daughters of the Body of the said *J. W.* on the Body of the said *M. F.* to be begotten, equally to be divided between them, if more than one; and her and their Heirs respectively to take as Tenants in Common, and not as Jointenants, nor to accrue by Survivorship; and in Case there shall be no such Son or Daughter, to and to the Use of the said *J. W.* his Heirs and Assigns, and to, for or upon no other Use, Trust, Intent or Purpose whatsoever: Provided always, and it is hereby declared to be the true Intent and Meaning of these Presents, and of the Parties hereunto, that it shall and may be lawful to and for the said *J. W.* and after his Decease, to and for the said *M. F.* his intended Wife, when she shall come into and be in the Possession of the said Messuages and Premises mentioned to be hereby released, by Indenture to demise or lease all or any of the same Messuages, Lands and Premises, to any Person or Persons, for any Term or Number of Years, not exceeding, *&c.* Years, in Possession, but not in Reversion, or by Way of future Interest; so as upon every such Lease or Leases there be reserved and made payable, during the Continuance thereof, the best and most improved Rent and Rents, that can then reasonably be had and obtained for the same, without any Fine or Income, or any other Matter or Thing, in the Nature or in Lieu of any Fine or Income, to be had or taken thereupon, or in Respect of the Making thereof; and so as the Lessee and Lessees, to whom such Lease or Leases shall be made, as aforesaid, doth and do seal and deliver Counter-part or Counterparts of such Lease or Leases; and so as in every such Lease there be contained a Clause of Re-entry, in Case the Rent and Rents thereupon to be reserved be behind
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and unpaid by the Space of twenty-one Days; and the said *J. W.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said *B. H.* and *R. F.* their Heirs and Assigns, by these Presents, that he the said *J. W.* his Executors or Administrators, shall and will, within the Space of three Months next ensuing, in Case the said intended Marriage shall take Effect, at his own proper Costs and Charges, renew and take a new Lease of the said Leasehold Premises from the Dean of the Cathedral Church of *L.* and Prebendary of the said Prebend for the Time being, for three Lives, whereof the Life of the said *M. F.* shall be one, and from Time to Time afterwards, during the Lives of the said *J. W.* and *M. F.* and the Life of the longer Liver of them, shall and will, as and when any of the Persons, who shall be named for the Lives in such new Lease, shall happen to die, or within the Space of three Calendar Months then next following, at his own proper Costs and Charges, renew and take or cause to be renewed and taken from the said Dean of *L.* and Prebendary of the Prebend of *B.* for the Time being, a new Lease of the said Leasehold Premises for three Lives, (whereof the Life of the said *M. F.* whilst living, always to be one,) or for such other as large an Estate or Interest, as the said Dean of *L.* and Prebendary of the said Prebend for the Time being, shall have Power or be willing to lease for, at and under the like yearly Rents and Covenants, as by the said recited Indenture of Lease are reserved; so as there may be an Estate for two Lives at the least, of and in the said Leasehold Premises left in Being, and to come and unexpired at the Time of the Decease of the said *J. W.* Provided also, and it is hereby declared to be the true Intent and Meaning of these Presents, that the said Prebend, Manor, Capital Messuage, Tithes, Lands and Hereditaments, mentioned to be hereby released as aforesaid, and the new Lease or Leases thereof, upon any such Renewal or Renewals as aforesaid, by the said *J. W.* to be

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made, shall after such Renewal or Renewals, from Time to Time and at all Times, be subject to the said *B. H.* and *R. F.* and the Survivor of them, and his Heirs shall stand and be seised of, and interested in the said Prebend, Manor and Premises, and the same shall be and remain, for and during the Continuance of every such new Lease upon the same Trusts, and to and for the same Uses, Intents and Purposes, as in and by these Presents are herein before limited, expressed or declared concerning the same, and to, for or upon no other Use, Trust, Intent or Purpose whatsoever, and the said *J. W.* for himself, his Heirs and Assigns, doth covenant, promise and agree, to and with the said *B. H.* and *R. F.* their Heirs and Assigns by these Presents, in Manner following, (that is to say,) that for and notwithstanding any Act, Matter or Thing heretofore by him the said *J. W.* done, or wittingly suffered to the contrary, the said Indenture of Lease herein before recited or mentioned, is a good and sufficient Lease, valid in the Law, and is yet in Being, not forfeited, surrendered, or otherwise determinable or become void, and that (for and notwithstanding any such Act, Matter or Thing as aforesaid,) the said Prebend, Manor, Capital Messuage, Tithes, Lands, Hereditaments and Premises, mentioned to be hereby released, shall remain, continue, and be unto the said *B. H.* and *R. F.* their Heirs and Assigns, to, for and upon the several Trusts, Intents and Purposes herein before declared concerning the same, free and clear, and freely and clearly acquitted and discharged of, from and against all and all Manner of former and other Gifts, Grants, Bargains, Sales, Mortgages, Forfeitures, Leases, Trusts, Limitations, Declarations, Charges, Acts, Things and Incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered by the said *J. W.* or any Person or Persons claiming or to claim, by, from or under him, or by, through or with his Act, Means, Default, Procurement, Consent or Privity: Provided always, and lastly, it is hereby declared

to be the true Intent and Meaning of these Presents, and of the said Parties, that the said *B. H.* and *R. F.* their Heirs, Executors, Administrators or Assigns, shall not, nor shall any of them, by Virtue of these Presents be charged or chargeable with any Sum or Sums of Money, other than such as shall actually and respectively come to his Hands by Virtue of these Presents; nor shall they or either of them be charged or chargeable with the Receipts, Payments, Acts or Defaults of the other of them, but each of them, for and with his own Receipts, Payments, Acts and wilful Defaults only, and not otherwise, and shall and may retain and deduct to him and themselves, all such Costs, Charges, Damages and Expences, as they, either or any of them shall expend or be put unto, in Execution of the Trusts hereby in them reposed, or in any wise relating thereto. *In Witness, &c.*

Memorandum. It is hereby declared between the Parties to this Indenture before the Ensealing hereof, that in Case the said *J. W.* and *M. F.* shall both of them happen to depart this Life, leaving then an eldest or only Son of their Bodies issuing, under the Age of twenty-one Years, the said *B. H.* and *R. F.* their Executors or Administrators, shall receive the Rents and Profits of the within mentioned Prebend, Lands and Hereditaments, in the mean Time, until some Son, between them the said *J. W.* and *M. F.* begotten, shall attain his Age of twenty-one Years, and apply the same after (Payment of the Rent, and Performance of the Covenants in the Indenture of Lease within recited contained, on the Tenants or Lessees Part, to be paid and performed) for the Benefit of such eldest or only Son for the Time being.

A Settlement of an Annuity of 600 l. per Annum, in Lieu of Dower, in Consideration of the said 600 l. to release Dower, and all to Sir F. D. Real and Personal Estate,

THIS Indenture tripartite, made, &c. between Sir (8.)
 F. D. of, &c. Knt. and Bart. of the first Part,
 T. W. of, &c. and E. W. one of the Sisters of the said
 T. W. and one of the Daughters of L. W. deceased, of
 the second Part, and Sir O. B. of, &c. Bart. and the
 Reverend J. K. Doctor of Divinity, and Master of, &c.
 of the third Part: Whereas a Marriage is, by God's
 Permission, intended to be shortly had and solemnized
 between the said Sir F. D. and the said E. W. with whom
 the said Sir F. D. is to have and receive the Sum of
 16000 l. of, &c. in full for the Marriage Portion of
 the said E. W. to be paid by the said T. W. in Manner fol-
 lowing, that is to say, 5000 l. Part thereof, on the tenth
 Day of July next ensuing the Date of these Presents,
 and the Sum of 11000 l. Residue thereof, within one
 Year next after the Solemnization of the said Marriage,
 in Consideration of which said Sums of 5000 l. and
 11000 l. to be paid as aforesaid, they the said Sir F. D.
 and E. W. his intended Wife, have agreed on Payment
 of the said 5000 l. and giving his the said T. W. Bond
 for the remaining 11000 l. payable as aforesaid, at the
 Request, Costs and Charges of the said T. W. to grant,
 assign and convey to the said T. W. his Executors, Ad-
 ministrators and Assigns, all such Estate, Right, Title
 and Interest, as the said Sir F. D. and the said E. W.
 his intended Wife, or either of them have or claim, or
 can or may have or claim, of, into or out of the Ma-
 nor of, &c. in the County of W. held by Lease for
 three Lives, of the Dean and Chapter of W. and all
 that the Manor and Tithes of F. in the County of
 L. held by Lease for three Lives, of the Bishop of W.
 and

and all other the Lands, Tenements, Tithes and Hereditaments, devised or settled, charged or tied with the Payment of any Sum or Sums of Money, Annual or in Grofs, to be raised for the Portion or Maintenance of the said *E. W.* by any Settlement made by the said *L. W.* or *N.* his Wife, or by the Last Will and Testament of the said *L. W.* or the Last Will and Testament of the said *U. W.* his Wife, and also to assign to the said *T. W.* all such Stock and Shares of Stock in the *South Sea*, as the said Sir *F. D.* shall be intitled to, in the Right of the said *E. W.* and all such Goods and Personal Estates as the said *E. W.* has or claims from the said *U. W.* and also to release and discharge the said *T. W.* his Heirs, Executors and Administrators, of and from the Payment of all Portions, Sum and Sums of Money whatsoever, except the said Sum of 11000 *l.* to be paid within one Year after the Solemnization of the said intended Marriage, as aforesaid: And whereas the said Sir *F. D.* is a Freeman of the City of *L.* and is seized of divers Manors, Messuages, Lands, Tenements, Rents and Hereditaments and Real Estate, of a great yearly Value; and is likewise interested in and possessed of divers Stocks in Companies Monies, in the Government and other Securities, and other Goods, Chattels and Personal Estate of a very Considerable Value; all which he is like yearly to augment and improve: And whereas upon a Treaty had concerning the said intended Marriage between the said Sir *F. D.* and the said *E. W.* and the said *T. W.* her Brother, it was agreed and fully concluded between them, that the said Sir *F. D.* should settle and assure unto and upon the said *E. W.* one Annuity or yearly Rent-Charge of 600 *l.* a Year, Tax-free, from all Parliamentary and other Taxes, Charges and other Deductions whatsoever, to be paid unto her by Half-yearly equal Payments, from the Death of the said Sir *F. D.* during her natural Life, in Case the said intended Marriage shall take Effect, and she fortune to survive him, as and for her full Jointure and Provision to and for the said *E. W.* and which is and will

will be an Equivalent to and for the Fortune she will bring to him the said Sir *F. D.* and in Consideration thereof, it was then concluded and agreed upon by and between the said Parties, and the said *E. W.* did and doth agree, that she will acquiesce and accept of the said Rent-Charge of 600 *l.* a Year, as her full Jointure and Provision, and in Lieu, full Bar and Satisfaction, as well of all Dower and Thirds, which she shall or may have, claim, or be intitled unto, of, into, or out of all and every the Manors, Messuages, Lands, Tenements, Rents, Hereditaments and Real Estate whatsoever, whereof or wherein the said Sir *F. D.* is, shall, or may be seised, during the Coverture between him and the said *E. W.* as of all Shares, Parts, Proportions, Interests and Demands, which she shall or may have, claim or be intitled unto, of, into, or out of all and every the Stocks, Goods, Chattels and Personal Estate, whereof, wherein, or whereunto the said Sir *F. D.* shall or may be, at the Time of his Death, interested in, possessed or intitled, by Virtue of the Statutes for Distribution of Intestates Estates, or any other the Laws or Statutes of this Realm, or by the Custom of the City of *L.* or by any other Ways, Means or Right, or any other Ways whatsoever; and for the restraining, preventing, barring and rendring ineffectual all such Claims, Interests and Demands, which she the said *E. W.* should, or may, or can have, of, in, or to the Real and Personal Estates of the said Sir *F. D.* in case the said intended Marriage take Effect, and the fortune to survive him, and that she should and would accept the said Annuity or yearly Rent-Charge of 600 *l. per Ann.* free from all Parliamentary and other Charges and Deductions, as and for her full Provision, and for her full Satisfaction of all Dower, Shares and Parts, which she could, might, may or can have, of, in or to the Real and Personal Estates of the said Sir *F. D.* by the Laws or Statutes of this Realm, the Custom of the City of *L.* or otherwise howsoever; It was and is agreed by and between the said Parties, and

the the said *E. W.* did and doth agree to do, seal, suffer and execute all such Covenants, Judgments, and other Securities, Acts and Things, as the said Sir *F. D.* or his Counsel shall advise. Now this Indenture witnesseth, that the said Sir *F. D.* in Consideration of the said intended Marriage, and for the making and assuring to and for the said *E. W.* in Case the said Marriage take Effect, and the fortune to survive him, a full Provision and Jointure during her natural Life, and in full Performance on his Part of the said Agreement, hath given, granted and confirmed, and by these Presents doth give, grant and confirm unto the said *E. W.* one Annuity or yearly Rent-Charge of 600 *l.* a Year, of good and lawful Money of *Great Britain*, free and clear of and from all Parliamentary and other Taxes, Charges and Deductions whatsoever, to be issuing out of all that the Manor of *W. W.* in the County of *B.* and out of all the Messuages, Farms, Lands, Tenements and Hereditaments of him the said Sir *F. D.* situate, &c. in the said County of *B.* and out of the Rights, Members and Appurtenances thereof; To have, hold, preserve, receive and take the said Annuity or yearly Rent-Charge of 600 *l.* *per-Annum*, to the said *E. W.* and her Assigns, in Case the said Marriage between her and the said Sir *F. D.* take Effect, and the fortune to survive him, from and immediately after the Death of the said Sir *F. D.* for and during the natural Life of the said *E.* to be paid to her and her Assigns, at or in the *Inner-Temple Hall, London*, yearly, free and clear without Abatement, for or by Reason of any Parliamentary or other Taxes, Charges and Deductions whatsoever, at the Feast-Days of *St Michael* the Archangel, and the Annunciation of the blessed Virgin *Mary*, by even and equal Portions, in full Bar, Lieu and Satisfaction, as well of her Dower and Thirds, and Right and Title of Dower and Thirds, which she shall or may have, claim, demand, or be intitled unto, of, in, or to all and every the Manors, Lands, Tenements, Rents and Hereditaments, whereof

or wherein the said Sir *F. D.* is or shall or may be seized during the Coverture between him and the said *E. W.* as also of all such Shares, Customary Parts, Portions, Rights, Interest and Demand, which she shall, or may, or can have, claim, demand or be intitled unto, out of, in or to all or any of the Goods, Chattels, Stocks or other Personal Estate, of the said Sir *F. D.* which she shall leave at his Decease, by or by Virtue of the Custom of the City of *L.* or of the Laws and Statutes of this Realm, or by any other Right, Title or Means, or otherwise howsoever; and the said Sir *F. D.* for himself, his Heirs and Assigns, doth hereby further grant, that if the said Annuity or yearly Rent-Charge of 600 *l.* *per Annum*, or any Part thereof, shall happen to be behind and unpaid by the Space of twenty-one Days next after either of the said Feast-Days, on which the same ought to be paid, that then and so often, during the natural Life of the said *E.* it shall and may be lawful to and for the said *E.* and her Assigns, into the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, and every or any Part or Parcel thereof, to enter and distrain for the said Annuity or yearly Rent-Charge of 600 *l.* and all Arrears thereof, and the Distress and Distresses there from Time to Time had and found to take, lead, drive, carry away, detain, impound, sell and dispose of, for the paying and satisfying her the said *E.* and her Assigns, the said Annuity or yearly Rent-Charge of 600 *l.* and all Arrears thereof, and all her and their reasonable Charges and Expences; and the said Sir *F. D.* for himself, his Heirs, Executors and Administrators, doth hereby covenant and grant to and with the said Sir *O. B.* and *J. K.* their Executors and Administrators, that the Heirs, Executors or Assigns, of him the said Sir *F. D.* shall and will, in Case the said Marriage between him and the said *E.* take Effect, and she happen to survive him, well and truly pay or cause to be paid unto her the said *E.* or her Assigns, the said Annuity or yearly Rent-Charge of 600 *l.* of good and lawful

lawful Money of *Great Britain*, yearly and every Year, from the Death of the said Sir *F. D.* during her natural Life, clear and without any Abatement as aforesaid, at the said Feast-Days and Place before appointed for Payment thereof, by even and equal Portions, according to the true Intent and Meaning of these Presents; and shall make and begin the first Payment thereof, on such of the said Feast-Days, as shall next happen after the Death of the said Sir *F. D.* and it is hereby covenanted, granted, declared and agreed by and between the said Parties to these Presents; and it is their true Intents and Meanings, and the Intent and Meaning of these Presents, that the said yearly Rent-Charge of 600 *l.* is and shall be, and the said *E. W.* doth hereby declare and agree, that she doth and will accept the same, as and for a full, plenary, compleat and satisfactory Jointure and Provision, and in full Bar and Satisfaction of her Dower and Thirds, and all Right and Title of Dower and Thirds, of, in and to the Real Estate, whereof or wherein the said Sir *F. D.* during the Coverture between them, shall or may be seised, and of all Right, Title, Parts, Shares, Interest and Demand, which she shall or may have, claim or demand by Virtue of the Custom of the City of *L.* or by any other Right, Ways or Means, or otherwise howsoever, of, in, or to all, every or any the Stocks, Goods, Chattels and Personal Estate, whereof, wherein or whereto the said Sir *F. D.* shall be seised, interested, possessed or intitled at the Time of his Death; and further, the said *E. W.* for herself, her Heirs, Executors and Administrators doth hereby covenant and agree to and with the said Sir *O. B.* and *J. L.* their Executors and Administrators, that she the said *E. W.* shall and will, in Case the said Marriage take Effect, and she fortune to survive the said Sir *F. D.* at and upon every reasonable Request to her and them to be made, after such Death of the said Sir *F. D.* by the said Sir *O. B.* and *J. K.* their Executors or Administrators, or either or any of them, but at
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the Coſts and Charges in the Law of the ſaid Sir O. B. and J. L. their Executors or Adminiſtrators, in ſuch Manner and by ſuch Conveyances, Ways and Means, as by them, or either or any of them, ſhall be reaſonably adviſed and required, well and ſufficiently releaſe, convey, aſſign and aſſure, as well unto the Heirs and Aſſigns of the ſaid Sir F. D. her Dower, and Thirds, and Right, and Title of Dower and Thirds, Intereſt and Demand of, in, and to all and every the Lands, Tenements and Hereditaments, whereof the ſaid Sir F. D. ſhall or may be ſeiſed, during the Coverture between them, (ſaving and except the ſaid Annuity or yearly Rent-Charge of 600 *l. per Annum*, and during her natural Life,) as alſo unto the Executors, Adminiſtrators and Aſſigns of the ſaid Sir F. D. all her Cuſtomary and other Part, Share, Intereſt and Demand, which ſhe by Virtue of the Cuſtom of the City of L. on or by any other Ways, or Right, or otherwiſe howſoever, can, ſhall or might have, claim, be intituled unto, or demand out of, in, or to all or any of the Stocks, Goods, Chattels or Perſonal Eſtate, whereof, wherein or whereto the ſaid Sir F. D. ſhall or may be intereſted, poſſeſſed or intituled to at the Time of his Death; and in Caſe the ſaid Sir F. D. ſhall happen to die inteſtate, then ſhe the ſaid E. W. ſhall not ſue forth, obtain or take Letters of Adminiſtration, of or to any Part of his Perſonal Eſtate, nor intermeddle with, or convert or diſpoſe of the ſame, or any Part thereof, to her own Uſe, or otherwiſe howſoever, but ſhall and will, at the Requeſt and Charges in the Law of the ſaid Sir O. B. and J. K. their Executors or Adminiſtrators, or of any or either of them, relinquish and renounce her Right, Title and Benefit of Adminiſtration to the ſaid Sir F. D. and to his Debts, Rights, Goods, Chattels and Perſonal Eſtate, and do and execute all Acts which ſhall be required by them, requiſite for that Purpoſe; and further, that in Caſe ſhe the ſaid E. ſhall ſurvive the ſaid Sir F. D. yet ſhe, her Executors and Adminiſtrators, ſhall content her and

*Covenant not
to take Admini-
ſtration in
Caſe he ſhould
die inteſtate.*

themselves with the said Annuity of 600 *l.* during her Life, and shall not claim, take or enjoy any other Benefit or Advantage by such Survivorship; but shall suffer his Real and Personal Estate to be enjoyed and disposed of by his Heirs, Executors and Administrators, in such Manner as if he had died unmarried, subject only to the said Annuity of 600 *l. per Annum*, during her Life; and in Case she the said *E.* her Executors, Administrators or Assigns, or any other Person or Persons on her Behalf, by her Order, Means or Procurement, and by and under her Right, Interest or Title, do or shall, in Case the said intended Marriage take Effect, and she survive the said Sir *F. D.* claim, demand, receive, sue for, intermeddle with, recover or obtain any Dower, Thirds, Rents, Part, Portion or Share of, in, to or out of any of the Lands, Tenements or Hereditaments, whereof or wherein the said Sir *F. D.* is, shall or may be seised, during the Coverture between them, (other than and except the said Annual Sum or yearly Rent-Charge of 600 *l.* and such Charges and Damages on Failure of Payment and Recovery thereof, as aforesaid,) that then and so often, in every such Case, she the said *E. W.* her Heirs, Executors, and Administrators, shall forfeit, lose and pay unto the said Sir *O. B.* and *J. K.* their Executors and Administrators, for the Use and Benefit of the Heirs and Assigns of the said Sir *F. D.* so much Money as they shall or may sustain in Expences, Losses, Costs and Damages, or be damnified or put unto, by Means, or Reason, or Occasion thereof, together with full Recompence, Reimbursement and Satisfaction, of and for all such other yearly and other Sum and Sums of Money, as the Rents and Profits of the Lands and Tenements, to be recovered for her Dower, or raised or received by her or them, shall from Time to Time amount unto; so as thereby, from Time to Time, the Heirs and Assigns of the said Sir *F. D.* shall and may be fully reimbursed the same, and all the Costs, Losses and Damages, by Reason or Occasion thereof; and also shall

shall further, and over, and besides, lose, forfeit and pay unto them the said O. B. and J. K. their Executors and Administrators, for the Use of the Heirs and Assigns of the said Sir F. D. the further Sum of 20000 *l.* of lawful Money of *Great Britain*, within one Week next after the Commencement of such Suit, Claim, Intermeddling or Disturbance; and in Case she the said E. her Executors or Administrators, shall after the Death of the said Sir F. D. dispose or intermeddle with any Part of the Goods, Chattels or Personal Estate of the said Sir F. D. or sue for, recover, claim or obtain the customary or Widow's Part, or any other Part of the Goods, Chattels, or Personal Estate of the said Sir F. D. which he shall leave at his Death; then in either of such Cases, she the said E. her Executors or Administrators shall forfeit, lose and pay to the said Sir O. B. and J. K. their Executors and Administrators, so much Money, as the Goods, Chattels, Share, Parts and Personal Estate, by her or them so claimed, converted, sued for, intermeddled with, disposed of, recovered or obtained, shall be really and *bona fide* worth; and over and above shall further forfeit and pay to the said Sir O. B. and J. K. their Executors or Administrators, the further Sum of 20000 *l.* and whereas the said E. hath suffered or intends to suffer Judgment in Debt to be entred against her, in the Court of *Common Pleas at Westminster*, at the Suit of the said Sir O. B. and J. K. for 20000 *l.* Now it is hereby declared and agreed, that no Writ of Error shall be sued forth, to vacate or reverse the same, by the said E. her Executors or Administrators; and she doth hereby release to them all Error and Errors, in or about entring or obtaining the said Judgment; and it is also declared and agreed, that such Judgment was and is intended and designed, and shall remain and be a further Security for the Performance of the Covenants and Agreements in these Presents contained, on the Part of her the said E. her Executors and Administrators, to be performed; and that no Execution

cution or Executions, or other Proceſſes ſhall be ſued forth thereupon, until ſhe or they ſhall make ſome Breach of the Covenants or Agreements in theſe Preſents contained, on her and their Parts; and then, in Caſe of every ſuch Breach, Execution and Executions ſhall and may be had and taken forth thereupon; but the Benefit and Advantage thereof ſhall go to the Heirs, Executors, Adminiſtrators or Aſſigns of the ſaid Sir F. D. receiving Loſs, Damage or Prejudice, by Reaſon of ſuch Breach or Breaches, proportionably: Provided nevertheless, that in Caſe the ſaid Marriage ſhall not take Effect, or if the ſaid Sir F. D. ſurvive her, or if ſhe ſhall after his Death make and execute ſuch Conveyances, Releases and Aſſurances of her Dower, Share and Intereſt, of, in and to the Real and Perſonal Eſtates of the ſaid Sir F. D. in Manner aforeſaid, and ſhall not claim, demand, ſue for, intermeddle with, recover or obtain any Part of the ſaid Real or Perſonal Eſtates, or the Produce thereof, except the ſaid Annuity of 600 *l. per Annum*, and Coſts and Damages for Nonpayment thereof, as aforeſaid; but ſhall and do make full Performance of the Covenants and Agreements herein contained, on her and their Parts to be performed; then the ſaid Judgment to be vacated upon Record: Provided that in Caſe the ſaid Sir F. D. ſhall by Delivery, by Way of Preſent or Gift to the ſaid Lady E. with his own Hands, or by his Laſt Will in Writing, or other Writing, make any expreſs Gift, Deviſe or Settlement to or upon her, for her own Uſe, of any Legacy, Goods or Chattels, Lands or Tenements, over and beſides the ſaid Annuity or Rent-Charge of 600 *l. per Annum*; in ſuch Caſe it ſhall and may be lawful to and for her the ſaid Lady E. to have, take and receive the ſame, according to the Intent and Meaning, and Tenor of ſuch Delivery, Gift, Deviſe or Settlement; any Thing in theſe Preſents to the contrary notwithstanding.

Part of a Marriage Settlement, pursuant to Articles on Part.

THIS Indenture quadripartite, made, &c. between (* 8.)
 M. K. of, &c. Gent. of the first Part, M. S. of,
 &c. Widow, of the second Part, P. K. Son and Heir
 of the said M. K. and E. the Wife of the said P. K. and
 Daughter of the said M. S. of the third Part, and R. W.
 of, &c. Gent. and W. B. of, &c. Gent. of the fourth
 Part: Whereas by Articles of Agreement tripartite,
 dated the twenty-fifth Day of *September*, which was in
 the Year of our Lord 1729, and made between the said
 M. K. and P. K. of the first Part, M. S. and E. K. her
 Daughter by her then Maiden Name of E. S. of the
 second Part, and the said R. W. and W. B. of the third
 Part, in Consideration of a Marriage then intended, and
 since had and solemnized between the said P. K. and
 E. S. among other Things therein mentioned, the said
 M. K. and M. S. did respectively covenant with the said
 R. W. and W. B. before *Lady-Day* then next ensuing and
 now past, to pay, or secure to be paid, the Sum of 1000 *l.*
 each to the said R. W. and W. B. their Executors or Ad-
 ministrators, amounting to 2000 *l.* upon Trust, that
 they the said R. W. and W. B. should put out the said
 Sum of 2000 *l.* on Government or other Securities, and
 out of the Interest and Proceed thereof, pay to the said
 E. S. then intended, and now Wife of the said P. K. the
 annual Sum of 30 *l.* during their joint Lives, for her se-
 parate Use, in such Manner as therein is mentioned; and
 on further Trust to pay the Residue of the said Interest
 to the said P. K. for Life; and after his Decease to pay
 the whole Interest to the said E. his Wife for her Life;
 and after her Decease, upon Trust to pay the said prin-
 cipal Sum of 2000 *l.* to the Children of that Marriage,
 in such Manner as therein is expressed, as by the said
 Articles may more fully appear.

A Marriage Settlement of a Wife's Real and Personal Estate intirely to her own Use.

(9.) Recital of the Will, Title by Will. THIS Indenture tripartite, made, &c. between A. B. of, &c. of the first Part, C. D. of, &c. of the second Part, and F. E. and G. H. of &c. of the third Part: Whereas T. D. late of &c. in and by his Last Testament, bearing Date, &c. did, amongst other Legacies and Bequests therein mentioned, give, devise and bequeath unto the said C. D. all his Freehold Estate whatsoever, situate, &c. and to her Heirs and Assigns for ever; and he also gave and bequeathed to her the said C. D. all that his Leasehold Estate in &c. for and during the Term of the Lease or Leases, whereby he then held and enjoyed the same; and he did thereby likewise give to the said C. D. &c. as in and by the said recited Will, proved in the Prerogative Court of *Canterbury*, more at large may appear; by Virtue of which said Will of the said T. D. she the said C. D. is intituled unto, and seised and possessed of all and singular the Freehold and Leasehold Estates, and also, &c. above mentioned: And whereas a Marriage is intended to be shortly had and solemnized, between the said A. B. and the said C. D. and it is agreed by and between the said A. B. and C. D. that if the said Marriage shall take Effect, then, notwithstanding the said Marriage, he the said A. B. his Executors, Administrators or Assigns, shall not nor will intermeddle with, or have any Right, Title or Interest, either in Law or Equity, in or to any Part of the Rents, Issues or Profits of the several Estates, given and disposed to her the said C. D. in and by the said recited Will as aforesaid; Nor shall he the said A. B. his Executors, Administrators or Assigns, intermeddle with or have any Right, Title or Interest, either in Law or Equity, in or to any of the said Sums of, &c. or the Interest thereof, but the same shall be and remain to and for the sole and separate Use and Benefit of the said C. D. Now this

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Indenture witnesseth, that for the Making the said Agreement good and effectual in Law, and for the keeping and preserving the Rents of the several Estates, and the Interest of, &c. above mentioned, to and for the separate Use of her the said C. D. and so that the same shall not be in the Power or Disposal of the said A. B. or liable to the Payment of his Debts, or any Incumbrances, he the said A. B. doth for himself, his Executors and Administrators, and for every of them, covenant, promise, declare and agree to and with the said E. F. and G. H. and the Survivor of them, his Executors and Administrators, by these Presents, that notwithstanding the said intended Marriage shall take Effect, all the Rents of the said Freehold and Leasehold Estates abovementioned, as shall from Time to Time become due and payable to her the said C. by Virtue of the said recited Will aforesaid, and also the Interest due or to grow due for the said, &c. and also, &c. and the Reversion and Reversions of the said Estates, &c. shall be accounted, reckoned and taken as a separate and distinct Estate, of and from the Estate of him the said A. B. and no way liable or subject to him, or to the Payment of any of his Debts, but shall with the Profits or Increase, that shall hereafter be gotten, gained or made of the same, be ordered, disposed and employed, to such Person and Persons, and to and for such Use and Uses, Intents and Purposes, and in such Manner and Form, as is herein after mentioned and declared, (that is to say,) That the ready Money, arising or accruing out of the said separate and distinct Estate abovementioned, shall from Time to Time be placed out at Interest, on such Securities as she the said C. D. shall think fit, which Securities, during the Coverture, shall be taken and made in the Names of the said E. F. and G. H. or the Survivor of them, or in the Name or Names of such other Person or Persons, as the said C. D. shall order, direct and appoint, in Trust for her the said C. D. and that all the said separate and distinct Estate, before declared

Monies arising laid out as she thinks fit, and the Securities to be in her Name.

Husband covenants to permit the Wife to dispose thereof, and give the same by Will or otherwise.

And that the Donee shall quietly enjoy.

clared and allotted for the said C. D. and the Produce and Increase thereof, shall be had, taken, held, possessed and enjoyed, by such Person and Persons, and for such Use and Uses, as the said C. D. shall at any Time or Times hereafter, during her Life, limit, give, devise, order, appoint or dispose of the same, or any Part or Parts thereof, either by her Last Will and Testament in Writing, or by any other Writing, purporting or intending to be her Last Will and Testament, or by any other Writing to be signed with her Hand, or to which she shall subscribe her Mark, in the Presence of two or more credible Witnesses attesting the same; and the said A. B. doth for himself, his Heirs, Executors and Administrators, covenant, promise and agree to and with the said E. F. and G. H. and the Survivor of them, and the Executors and Administrators of such Survivor, by these Presents, in Manner following, *viz.* that if the said intended Marriage shall take Effect, that then he the said A. B. shall and will permit and suffer the said C. D. to give, grant and dispose of the said separate Estate, as she shall think fit in her Life-Time, and to make such Will or other Writing, as aforesaid, and thereby give, order, devise, limit and appoint her said separate Estate to any Person or Persons for any Trust, Use, Intent or Purpose whatsoever; and that he the said A. B. shall and will permit and suffer such Will, hereafter to be made, to be duly proved by the Executor or Administrator in such Will to be named, and Probate of such Will to be had, and taken as is usual; and that the Person or Persons, to whom the said C. D. shall give or dispose of any Part of her said separate Estate, by her Will, or any other Writing, that shall be signed, sealed and executed by her, and attested by three or more credible Witnesses as aforesaid, shall and may lawfully, peaceably and quietly have, hold, occupy, possess and enjoy the same, according to the true Intent and Meaning of such Gift, Devise or Appointment, without any Let, Suit, Trouble, Denial, Hindrance or Interruption

terruption of or by the said *A. B.* his Executors, Administrators or Assigns, or any of them; and also that it shall and may be lawful to and for the said *E. F.* and *G. H.* and the Survivor of them, and the Executors and Administrators of the Survivor of them, at any Time, from and after the said intended Marriage shall be had and solemnized, to commence any Action or Suit in Law or Equity, in the Name or Names of the said *A. B.* and *C. D.* his intended Wife, against any Person or Persons, for Recovery of any Sum or Sums of Money due or to grow due to the said *C. D.* on her said separate Estate as aforesaid; and that the said *A. B.* shall not, nor will not release or discharge any such Action or Suit, nor receive, release or discharge any Sum or Sums of Money, now due, or hereafter to grow due to the said *C. D.* on Account of her said separate Estate as aforesaid, without the special Licence and Consent of them the said *E. F.* and *G. H.* or the Survivor of them, or the Executors or Administrators of the Survivor of them, in that Behalf first had and obtained in Writing, under their or some of their Hands and Seals; but that he the said *A. B.* shall and will avow, justify and maintain all lawful Actions and Suits, that shall be so commenced, for the Recovery of the Premises; and that he the said *A. B.* shall and will, as often as thereunto desired by the said *E. F.* and *G. H.* or the Survivor of them, join with the said *C.* his now intended Wife, in any Receipt, Release, Discharge or Assignment, necessary to the giving or receiving in any of the Money due, or to grow due to the said *C.* as aforesaid, or in transferring of, &c. aforesaid; and further, that he the said *A. B.* shall and will from Time to Time and at all Times, from and after the said intended Marriage shall take Effect, upon every reasonable Request, and at the proper Costs and Charges of the said *E. F.* and *G. H.* or the Survivor of them, or the Executors or Administrators of the Survivor of them, make, do and execute all and every such further Act and Acts, Thing

Trustees may bring Actions, &c. which he will not discharge, nor receive any Money due on her Estate, without Leave.

And do any further Act for securing her Estate to her self, and do no Act to the contrary.

Proviso for Trustees to reimburse themselves.

The Husband to be indemnified for joining with her in Suits.

and Things, for the better settling, recovering and receiving the Monies, Goods and Estates of the said C. allotted and declared for her separate Use, Benefit and Disposal as aforesaid, as by the said E. F. and G. H. or the Survivor of them, or their, or any of their Counsel learned in the Law, shall be reasonably devised, advised or required; and that he the said A. B. his Executors or Administrators, shall not, nor will at any Time or Times hereafter, do, commit or suffer any Act, Matter or Thing whatsoever, whereby, or wherewith, or by Reason or Means whereof the said C. shall or may be any wise frustrated or hindered, in the having, holding and enjoying her said Estate, for her own separate Use, or in giving or disposing of the same, according to the true Meaning of these Presents: Provided always, and it is hereby declared, concluded and agreed, by and between all the said Parties to these Presents, and it is the true Intent and Meaning hereof, and of the said Parties hereunto, that they the said E. F. and G. H. and the Survivor of them, and the Executors and Administrators of such Survivor, shall and may from Time to Time reimburse, satisfy and pay themselves out of the said Estate, all such necessary and reasonable Charges as they shall sustain or be put unto, by Reason of their being made Parties to these Presents, or transacting any Thing pursuant thereto; and that neither of them the said E. F. and G. H. shall not be any ways accountable for the Act of the other, or liable to make good any more of the said Estate, than what shall really and *bona fide* come to his Hands or Custody: Provided also, and it is declared, concluded and agreed, by and between all the said Parties to these Presents, that the said A. B. his Executors and Administrators, shall from Time to Time, and at all Times hereafter, be indemnified and saved harmless, out of the said separate Estate of the said C. of and from all Manner of Costs, Charges, Damages or Trouble, that he or they shall or may sustain, incur, or be put unto, for or by Reason or Means of his the said

faid *A. B.*'s Joining, or being made Party in any Action or Suit, for recovering any Part of the separate Estate of the faid *C.* or Joining or being made Party in any Receipt, Release or Assignment to be made and given, upon receiving any Part of the separate Estate of her the faid *C. D.* as aforesaid, or on any other Account whatsoever, relating to the faid separate Estate. *In Witnesses, &c.*

A Settlement on Mrs. P. on her Marriage with Sir W. S. with a Covenant to surrender Copyhold Lands.

THIS Indenture tripartite, made, &c. between *C. P.* (10.) of, &c. Spinster, of the first Part, *Sir W. S.* of, &c. Bart. of the second Part, and *A. B.* and *C. D.* of the third Part, witnesseth, that as well for and in Consideration of a Marriage intended (by God's Permission,) shortly to be had and solemnized, between the faid *Sir W. S.* and *C. P.* and of the Sum of 10 s. of, &c. by the faid *A. B.* and *C. D.* to the faid *C. P.* in Hand well and truly paid, at, &c. the Receipt, &c. and for the settling and assuring of the Manors, Messuages or Tenements, Farms, Lands, Woods, Waters, Fishings and Hereditaments herein after mentioned to be granted, to and for the several Uses, Intents and Purposes, and on the Trusts herein after limited, declared and expressed; and also for divers other good Causes, &c. the faid *C. P.* by the Consent, Direction and Appointment of the faid *Sir W. S.* testified by his being Party to, and Signing and Sealing these Presents, hath granted, released and confirmed, and by these Presents doth grant, release and confirm unto the faid *A. B.* and *C. D.* all those the Lordships, Manors and Farms of *B. N.* and *R.* in the County of *O.* with their respective Rights, &c. and also all the Messuages

*Lady N. P.
Mother of the
said W. S. by
Deed settles
10000 l. on
the younger
Children of
this Marriage.*

*If the Title
Deed be so.*

ages, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, Manors, Farms, Houses and Farm Lands, Free Fishings, Free Warrens, Parks, Hereditaments, Copyhold Lands and Villages of *F. P. &c.* to the said Lordships, Manors, Farms, and other the Premises, or any Part thereof belonging, or in any wise appertaining; and also all other the Lordships, Manors, Farms, Tenements, Lands and Hereditaments whatsoever, whereof or wherein the said *C. P.* or any other Person or Persons whatsoever, in Trust for her, is or are seised of any Estate or Inheritance, in Possession, Reversion, Remainder or Expectancy, situate, *&c.* in the said County of *O.* And also all that the Mansion-House, with the Orchards, Gardens, Court-Yards, Back-Sides, Closets, Lands and Premises, with the Appurtenances thereunto belonging or appertaining, of, *&c.* situate, *&c.* in the County of *B.* of all which said granted and released Lordships, Manors, Farms, Messuages or Tenements, Lands, Woods, Waters, Fishings, Hereditaments and Premises, with the Appurtenances, and every Part thereof, the said *A. B.* and *C. D.* are now in the actual Possession, by Force and Virtue of a Bargain and Sale to them thereof made, in Consideration of 5 *s.* a-piece by the said *C. P.* for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and sealed and delivered before these Presents, to the Intent, that by Virtue thereof and of the Statute for transferring Uses into Possession, the said *A. B.* and *C. D.* might be in the actual Possession thereof, and be thereby enabled to take and accept of a Grant and Release of the Reversion and Inheritance thereof, to them and their Heirs, to and for the several Uses, Intents and Purposes herein after limited, declared and expressed; and the Reversion and Reversions, *&c.* and all the Estate, Right, *&c.* Use, Trust, *&c.* of the said *C. P.* her Heirs and Assigns, of, in or to the same Premises, or of, in or to any Part or Parcel thereof; To have and to hold

all and singular the aforesaid Lordships, &c. unto the said *A. B.* and *C. D.* and their Heirs, to the Use and Beneficence of the said *C. P.* and her Heirs, until the Solemnization of the said intended Marriage, and from and after the Solemnization thereof, to and for the several Uses, Intents and Purposes herein after limited, declared and expressed, *viz.* As for and concerning the aforesaid Lordship or Manor of *R.* in the said County of *O.* with all Messuages or Tenements, Farms, &c. Hereditaments and Premises, with the Appurtenances, and all the Premises before mentioned to be lying and being in the said Manor of *R.* and also the Mansion-House at *B.* with all its Rights, Members and Appurtenances thereunto belonging, and the several Messuages or Tenements, Farms, Lands, Warrens, Fishings and Premises, with the Appurtenances before mentioned to be in the said several Parishes of, &c. or elsewhere, in the said County of *B.* and all other the Premises mentioned to be lying and being in the said Parishes of *B.* and *C.* or elsewhere, of the said *C. P.* in the said County of *B.* to the only Use of them the said *A. B.* and *C. D.* their Heirs and Assigns for ever; in Trust nevertheless, that they the said *A. B.* and *C. D.* and the Survivor of them, and the Heirs and Assigns of such Survivor shall, after the said intended Marriage shall take Effect, stand and be seised thereof, and of every Part and Parcel thereof, on the Trusts, and to the Intents and Purposes, and subject to the several Limitations and Conditions herein after mentioned, *viz.* in Trust, that the said *A. B.* and *C. D.* and the Survivor of them, and the Heirs and Assigns of such Survivor shall receive, answer and pay the clear Rents, Issues and Profits of the aforesaid Manors of *R.* and Premises in the said County of *O.* with the Appurtenances, and of the said Mansion-House, Messuages or Tenements, Farms, Lands, Warrens, Fishings and Premises, in the Parishes of *B.* and *C.* and elsewhere, in the County of *B.* aforesaid, all reasonable Deductions, being first made to the said *C. P.*

from Time to Time, yearly and every Year, or oftner, if conveniently may be, for and during the Term of her natural Life, for her separate Use and Benefit, exclusive of the said Sir W. S. her intended Husband, and so that the same, or any Part thereof, shall not be subject to the Controul, Disposition, Debts, Forfeitures, Engagements, Incumbrances or Contracts of the said Sir W. S. her intended Husband, or of any other Husband hereafter to be taken, and that all such Sum and Sums of Money, as shall be paid unto her during her Coverture, shall be paid into her own Hands, or to such Person or Persons, as she the said C. P. shall by Writing, signed with her Name of her own Hand Writing, direct or appoint; and that her own Receipt shall be a sufficient Discharge for the same, unto the said A. B. and C. D. or any other Person whatsoever, notwithstanding her Coverture; and from and after the Decease of the said C. P. then they the said A. B. and C. D. and the Survivor of them, and the Heirs and Assigns of such Survivor, shall stand and be seised of the said Manor of R. and Premises, with the Appurtenances, in the County of O. and of the Mansion-House, Messuages or Tenements, Farms, Lands, Waters, Fishings and Premises in B. and C. and elsewhere, in the County of B. aforesaid, to the Use of the first Son of the Body of the said C. P. lawfully to be begotten, and of the Heirs Male of the Body of such first Son lawfully issuing; and for Want of such Issue, in Trust for the second, third, &c. and all other, &c. of the Body of the said C. P. lawfully to be begotten, severally and successively, one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth; and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons, respectively to be begotten; the Elder of such Son and Sons, and the Heirs Male of his and their Body and Bodies respectively issuing, always to be preferred and to take before the Younger of such Son and Sons, and
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the Heirs Male of his and their Body and Bodies issuing ; and for Want of such Issue, in Trust for all and every the Daughters of the Body of the said *C. P.* lawfully to be begotten, and of the Heirs of the Body and Bodies of all and every such Daughter and Daughters lawfully to be begotten ; they, if more than one, to take as Tenants in Common, not as Joint-Tenants ; and if there shall be more than one such Daughter, and any of them shall happen to die without Issue, then in Trust for the Survivors or Survivor of such Daughters, and the Heirs of her and their Bodies issuing ; they, if more than one, to take as Tenants in Common, not as Joint-Tenants ; and for Want of such Issue, then to and for such Use or Uses, Estate or Estates, Intents or Purposes, as the said *C. P.* whether covert or sole, by any Deed or Writing under her Hand and Seal, attested in the Presence of three or more credible Witnesses, or by her Last Will and Testament, or any Writ, purporting her Last Will and Testament, duly executed and attested as aforesaid, shall limit, direct or appoint ; and for Want of such Direction, Limitation or Appointment, then to the Use and Behoof of the said *C. P.* her Heirs and Assigns for ever ; and as for and concerning the aforesaid Manors or Lordships of *B.* and *N.* in the said County of *O.* with their and every of their Rights, &c. thereunto belonging ; and also all the Messuages or Tenements, Lands, Farms, &c. Hereditaments and Premises whatsoever, before mentioned to be in the several Counties of *B.* &c. after the said intended Marriage had and solemnized, subject to the Estate limited to the said Lady *C. P.* for her Life, for her Jointure, and to a Rent-Charge limited to her for her additional Jointure, and to the several Remedies for the Recovering the same, to the Use and Behoof of the said Sir *W. S.* and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste ; and from and after the Determination of that Estate, to the Use and Behoof of the said *A. B.* and *C. D.* and their Heirs, during the natural
Life

Life of the said Sir *W. S.* in Trust to preserve the contingent Uses herein after limited from being barred and destroyed, and for that Purpose to make Entries as occasion shall require ; but yet so as to permit and suffer the said Sir *W. S.* to receive the Rents and Profits of the said last mentioned Premises, for and during the Term of his natural Life ; and from and after his Decease, then to the Use and Behoof of the said *C. P.* his intended Wife, for and during the Term of her natural Life, without Impeachment of or for any Manner of Waste ; and from and after the Decease of the said Sir *W. S.* and *C.* his intended Wife, and the longer Liver of them, to the Use and Behoof of the first Son of the Body of the said *W. S.* on the Body of the said *C. P.* his intended Wife, to be begotten, and to the Heirs Male of the Body of such first Son issuing ; and for Default of such Issue, to the Use and Behoof of the second, third, fourth, fifth, sixth, seventh, eighth, and all other the Sons of the Body of the said Sir *W. S.* on the Body of the said *C. P.* to be begotten, severally and successively, as they and every of them shall be in Seniority of Age, and Priority of Birth ; and of the Heirs Male of the Body and Bodies of such Son and Sons respectively issuing ; the Elder of such Son and Sons, and the Heirs Male of his and their Body and Bodies issuing, to be always preferred, and to take before the Younger of such Son and Sons, and the Heirs Male of his and their Bodies respectively issuing ; and for Default of such Issue, to the Use and Behoof of all and every the Daughter and Daughters of the said Sir *W. S.* on the Body of the said *C. P.* to be begotten, and of the Heirs of the Body and Bodies of such Daughter and Daughters, lawfully to be begotten, then to take as Tenants in Common, not as Joint-Tenants ; and for Want of such Issue, to the Use and Behoof of the Heirs of the Body of the said *C. P.* to be begotten ; and for Default of such Issue, then to the Use and Behoof of the Heirs and Assigns of the said *C. P.* for ever : Provided always, and it is
I declared

declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said Sir W. S. during the Term of his natural Life, and from and after his Decease, to and for the said C. during the Term of her natural Life, as and when the said Sir W. S. and C. P. shall be in the actual Possession of the said last mentioned Premises, limited to the said Sir W. S. for his Life, as aforesaid, without Prejudice to the Jointure of the said Lady C. P. or to her additional Jointure, by any Deed or Deeds attested by two or more credible Witnesses, to demise, lease or grant the said Manors, Lands, Tenements and Hereditaments, limited to the said Sir W. S. for his Life, as aforesaid, (But no other Part of the Premises,) to any Person or Persons, for any Term or Number of Years, not exceeding twenty-one Years; so as on every such Lease and Leases there be reserved, during the Continuance thereof, the best and most improved Rent as can be gotten for the Premises so to be leased, without taking any Fine, or any Thing in Lieu of a Fine, and so as no such Lease be made to be without Impeachment of Waste, and so as every such Lease contain a Condition of Re-entry for Non-payment of the Rent thereby to be reserved, and so as every such Lessee do execute a Counter-part of such Lease; any Thing herein before contained to the contrary notwithstanding: Provided also, that it shall and may be lawful to and for the said C. P. during the Term of her natural Life, notwithstanding her Coverture, and as if she were sole and unmarried, by any Deed or Deeds, Writing or Writings, signed by her with her Name, of her own Hand Writing, and sealed and delivered in the Presence of two or more credible Witnesses, with the Consent of the said A. B. and C. D. and the Survivor of them and the Heirs of such Survivor, testified by their being Parties to such Deed or Deeds, to make any Lease or Leases, Demises or Grants of all or any Part of the Premises limited to the said A. B. and C. D. and their Heirs, in Trust for the sepa-

rate Use of the said *C. P.* as aforesaid to any Person or Persons for any Term or Number of Years, not exceeding twenty-one Years, at the best and most improved Rent that can be gotten for the same, be reserved on such Lease and Leases, and the Rent be reserved to the said *A. B.* and *C. D.* and the Survivor of them, and the Heirs of such Survivor; any Thing herein before contained to the contrary, in any wise notwithstanding: Provided also, that it shall and may be lawful to and for the said Sir *W. S.* and the said *C.* his intended Wife, at any Time during her natural Life, notwithstanding her Coverture, with the Consent of the said *A. B.* and *C. D.* or the Survivor of them, or the Heirs of such Survivor, first had in Writing, attested by three or more credible Witnesses, and not otherwise, (to revoke all or any the Uses and Estates herein before limited of the said Manors, Lands, Tenements, Hereditaments and Premises, except the Estate limited to the said *C. P.*) to alien, sell and dispose of the said Manors or Lordships, Farms, Messuages, Lands, Tenements and Hereditaments herein before limited to the said Sir *W. S.* for his Life as aforesaid, and no other Part of the Manors and Premises; but subject nevertheless to the Estate for Life, limited to the said Lady *C. P.* for her Life, for her Jointure, and without Prejudice to her Jointure, or additional Jointure, to such Person and Persons, and to such Uses, Intents and Purposes, as they the said Sir *W. S.* and *C.* his intended Wife, by any Deed or Writing, duly signed, sealed and delivered by them, in the Presence of two or more credible Witnesses, and with such Consent as aforesaid, and not otherwise, shall limit, declare or appoint. And Whereas several Messuages, Lands, Tenements and Hereditaments of the said *C. P.* situate, lying and being in *H.* in the County of *M.* now in the Occupation of *P. A.* and *W. G.* are Copyhold: Now this Indenture further witnesseth, that the said Sir *W. S.* for himself, his Heirs, Executors and Administrators doth covenant, promise, and grant, to and with the said *A. B.* and *C. D.* their
Heirs,

Heirs, Executors and Administrators, that in Case the said intended Marriage shall take Effect, he the said Sir *W. S.* and the said *C. P.* his intended Wife, shall and will, at the first Court to be held after the said intended Marriage, surrender the said Copyhold Premises into the Hands of the Lord of whom the same are held, to the Use of the said Sir *W. S.* and *C.* his intended Wife, for the Lives of them, and the Survivor of them; and after the Decease of the Survivor of them, then to the Use of the first and other Sons of the said Sir *W. S.* and *C. P.* his intended Wife, in Tail Male; and for Want of such Issue, to the Use and Behoof of such Person and Persons, and for such Estate and Estates, Use and Uses, as the said *C.* shall, notwithstanding her Coverture, by any Deed or Writing, Last Will and Testament, or Writing purporting her Last Will and Testament, attested by three or more credible Witnesses, direct or appoint; and for Want of such Direction or Appointment, to the Use of the said *C. P.* and the Heirs of her Body lawfully to be begotten; and for Want of such Issue, to the Use of the said *C. P.* her Heirs and Assigns for ever. *In Witness, &c.*

A Special Settlement by Virtue of a Power.

THIS Indenture quinquepartite, made, &c. between (11.)
J. P. of *F.* &c. Esq; and *F. P.* only Brother of
the said *J. P.* of the first Part, *J. E.* of, &c. Esq; and
T. L. second Daughter of *C. L.* late of, &c. Esq; de-
ceased, and Niece of the said *J. E.* of the second Part,
Sir *H. B.* of, &c. Bart. and *W. A.* of, &c. of the third
Part, Sir *F. A.* of, &c. Bart. of the fourth Part, and
T. B. of, &c. Esq; and *T. P.* of, &c. Gent. of the fifth
Part: Whereas by Indenture of Bargain and Sale, qua-
dripartite, bearing Date, &c. which was, &c. 1722,
and

and made, or mentioned to be made between the said *F. P.* by the Name and Addition of *F. P. Esq;* second Son of *J. P.* late of, *Esq.* deceased, by *C.* his first Wife, and the said *J. P.* Party to these Presents, by the Name and Addition of *J. P. Esq;* third Son of the said *J. P.* deceased, by the said *C.* his Wife, of the first Part, the said Sir *F. A. G. B.* of, *Esq.* Gent. since deceased, and *A. P.* Widow, and Relict of *J. P. Esq;* deceased, who was eldest Son of the said *J. P.* deceased, by the said *C.* his Wife, of the second Part, *W. B.* of, *Esq.* and *K. R.* of, *Esq.* of the third Part, and *W. S.* of, *Esq.* of the fourth Part, for the Consideration therein mentioned, they the said *F. P.* and *J. P.* did bargain and sell unto the said *W. B.* and *K. R.* their Heirs and Assigns, all that the Manor of *F.* in, *Esq.* and also all and every other the Manors, Messuages, Lands, Tenements and Hereditaments of them the said *F. P.* and *J. P.* Party to these Presents, or either of them, or whereof or wherein they or either of them had any Estate of Inheritance, in Possession, Reversion, Remainder or Expectancy, in the said County of *E.* together with all, *Esq.* [*general Words,*] Emoluments, Hereditaments and Appurtenances whatsoever, to the said Premises aforesaid, or any Part thereof, belonging, or in any wise appertaining; To hold the same to the said *W. B.* and *K. R.* their Heirs and Assigns, to and for the only Use and Behoof of the said *W. B.* and *K. R.* their Heirs and Assigns for ever; and for the Consideration therein mentioned, the said Sir *T. A.* and *G. B.* with the Consent and Appointment, as well of the said *F. P.* and *J. P.* Party to these Presents, as also of the said *A. P.* testified as therein is mentioned, and likewise the said *F. P.* *J. P.* Parties to these Presents, and *A. P.* did thereby also bargain and sell unto the said *W. B.* and *K. R.* their Heirs and Assigns, all that Messuage or Tenement and Farm, with the Appurtenances called *B.* *Esq.* and all Lands, *Esq.* to the same belonging, *Esq.* to hold the same unto the said *W. B.* and *K. R.* their Heirs and Assigns, to the only Use and Behoof of the

saïd *W. B.* and *K. R.* their Heirs and Assigns for ever, to the Uses, Intents and Purposes, and under and subject to the Trusts, Provisoës, Limitations and Agreements therein, and herein after mentioned, expressed and declared, of and concerning the same, (that is to say,) to the Use and Behoof of the saïd Sir *F. A.* and *G. B.* their Executors, Administrators and Assigns, for and during, and unto the full End and Term of 500 Years then next ensuing the Date thereof, without Impeachment of Waste, upon the Trust, and to and for the Uses, Intents and Purposes therein after mentioned, and from and after the Expiration, or other sooner Determination of the saïd Term of 500 Years, to the Use and Behoof of the saïd *J. P.* Party to these Presents, for and during the Term of his natural Life, without Impeachment of Waste, and with such Power of making Jointures and Provision for younger Children, as are therein and herein after mentioned; and from and after the Determination of that Estate, and subject to the Trusts therein after declared, of and concerning the saïd Term of 500 Years, then to the Use and Behoof of the saïd *W. B.* and *K. R.* and their Heirs, for and during the natural Life of the saïd *J. P.* Party to these Presents, in Trust to support and preserve the contingent Remainders, therein and herein after mentioned; and from and immediately after the Decease of the saïd *J. P.* Party to these Presents, to the Use and Behoof of the first Son of his Body lawfully to be begotten, in Tail Male; and for Default of such Issue, to the Use and Behoof of the second, third, fourth, fifth, and all and every other the Son and Sons of the Body of the saïd *J. P.* Party to these Presents, lawfully to be begotten in Tail Male; and in Default of such Issue, then to the Use and Behoof of the saïd Sir *F. A.* and *G. B.* and their Heirs, upon Trust, that they or the Survivor of them, his Heirs or Assigns, should and did settle and convey all and singular the saïd Manors, Messuages, Lands, Tenements, Hereditaments and Premises, with

*Power to
make a Jointure,
and
likewise Provision
for
younger Children
of such
Marriage.*

the Appurtenances to and upon such Person and Persons, and to and for such Uses, and in such Manner as the said F. P. should by any Deed or Writing under his Hand and Seal, attested by three or more Witnesses, or by his Last Will and Testament in Writing, attested as aforesaid, declare, limit and appoint; and for Want of such Declaration, Limitation or Appointment, in Trust for the right Heirs of the said J. P. Party to these Presents, for ever, in which said Indenture is contained a Proviso, in the Words, or to the Effect following, (that is to say,) Provided always, and it is hereby declared and agreed, by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said J. P. from Time to Time, during his natural Life, by any Writing or Writings, duly executed by him, in the Presence of three or more credible Witnesses, whether before or after Marriage, to direct, limit or appoint Part of the said Messuages, Lands, Tenements, Hereditaments and Premises, to and for the Use and Benefit of any Wife or Wives, Woman or Women, which he shall happen to marry, for and during the Term and Terms of their natural Life or Lives respectively, to take Effect immediately from and after the Decease of the said J. P. by Way of Jointure; and likewise, that it shall and may be lawful to and for the said J. P. by any such Writing or Writings, or by his Last Will and Testament in Writing, executed in the Presence of the like Number of Witnesses, to charge such Part of the said Messuages, Lands, Tenements, Hereditaments and Premises, as he shall think most reasonable and convenient, with the Payment of any Sum or Sums of Money, not exceeding the Fortune which he shall happen to marry, as a Provision for any Daughter or Daughters, or any other younger Child or Children, (not being Heir at Law,) which may happen to be born of any such Marriage, to be paid to such of them as shall be a Daughter or Daughters, at her or their respective Age or Ages of 21 Years, or Marriage,

which

which shall first happen, and to such other younger Child or Children, (not being Heir at Law,) at his or their respective Age or Ages of twenty-one Years, in such Manner and Proportions, as the said *J. P.* by any such Writing or Writings, or by his Last Will and Testament in Writing, attested as aforesaid, shall direct, limit or appoint; as also to charge the same Part of the said Messuage, Lands, Tenements, Hereditaments and Premises, with such reasonable Maintenance in the mean Time for such Daughter or Daughters, or other younger Child or Children, (not being Heir at Law,) as he shall think fit, not exceeding the Interest of his, her or their respective Portions, until such Time as the same Portions shall become respectively due and payable as aforesaid, as in and by the said recited Indenture and Recovery, Relation being thereunto had, it doth and may more fully appear: And whereas a Marriage is, by God's Permission, intended to be shortly had and solemnized, between the said *J. P.* Party to these Presents, and *T. L.* Now this Indenture witnesseth, that for and in Consideration of the said intended Marriage, and the Sum of 2500 *l.* of, *&c.* unto the said *J. P.* (Party, *&c.*) in Hand paid, or secured to be paid by the said *J. E.* for and as the Marriage Portion of the said *T. L.* at or before the Ensealing and Delivery of these Presents, the Receipt of which said Sum of 2500 *l.* he the said *J. P.* (Party, *&c.*) doth hereby acknowledge, and thereof, *&c.* the said *J. E.* his Heirs, Executors and Administrators, and every of them by these Presents, and in Consideration of the Love and Affection which he the said *J. P.* (Party, *&c.*) hath and beareth to the said *T. L.* and for making a Provision for the Jointure of the said *T. L.* in Recompence and Satisfaction of all Dower and Thirds, at Common Law, which she shall or may have or claim, of, into or out of any the Manors, Messuages, Lands, Tenements or Hereditaments, whereof or wherein the said *J. P.* (Party, *&c.*) shall at any Time hereafter be seised during the Coverture between them, in
Case

Case the said Marriage shall take Effect, and that she shall survive the said J. P. (Party, &c.) her intended Husband, and in Pursuance of the Power to him the said J. P. (Party, &c.) given or reserved in and by the said recited Indenture for that Purpose, as aforesaid, and by Virtue thereof, and of all, every or any other Power or Powers to him reserved, or enabling him in this Behalf, he the said J. P. (Party, &c.) hath assigned, limited and appointed, and by this present Deed in Writing, duly executed by the said J. P. (Party, &c.) in the Presence of three credible Persons, whose names are hereon indorsed, as Witnesses hereunto, doth assign, limit and appoint unto the said T. L. all that the said Capital Messuage or Tenement, and Farm and Lands, with the Appurtenances, called C. Hall Farm, or by whatsoever other Name or Names the same is or are called or known; and all Messuages, Lands, &c. thereunto, &c. [*particularize the Premises, in whose Tenure, &c.*] Except [*if there be any Exception,*] To have and to hold the said Messuages, Farms, Lands, Tenements and Hereditaments, and all and singular other, &c. herein before assigned, limited and appointed, or mentioned or intended to be hereby so assigned, limited and appointed, with their and every of their Appurtenances, (except before excepted,) immediately from and after the Decease of the said J. P. (Party, &c.) unto the said T. L. and her Assigns, for and during the Term of her natural Life, for her Jointure, and in full Recompence and Bar of all Dower and Thirds at Common Law, which the said T. L. shall or may, in Case she survive the said J. P. (Party, &c.) have or claim, into, or out of any the Manors, Lands, Tenements or Hereditaments of the said J. P. (Party, &c.) or whereof or wherein he shall at any Time hereafter be seised of any Estate of Inheritance, during the Coverture between them: And this Indenture further Witnesseth, that for the providing Portions and Maintenance for the Daughter or Daughters, younger Child or Children of
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the said intended Marriage, and in Pursuance of the Power to him the said J. P. (Party, &c.) reserved or given, or enabling him in this Behalf, and for and in Consideration of the Sum of 10 s. of, &c. unto the said J. P. (Party, &c.) in Hand paid by the said J. E. Sir H. B. and J. A. at or before, &c. the Receipt, &c. and for, &c. he the said J. P. (Party, &c.) hath demised, set and to Farm let, and by these Presents doth demise, set, and to Farm let unto the said J. E. &c. their Executors, Administrators and Assigns, the Reversion expectant on the Death of the said T. L. of all and singular the said Messuages, Farms, Lands, Tenements Hereditaments and Premises, with their and every of their Appurtenances herein before limited in Jointure unto the said T. L. as aforesaid, and also all and singular other the said Manors, Messuages, Farms, Mills, Lands, Tenements, Hereditaments and Premises, with their and every of their Appurtenances, in the said recited Indenture mentioned, and not herein before limited in Jointure unto the said T. L. as aforesaid; To have and to hold the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises herein before limited in Jointure to the said T. L. as aforesaid, with their and every of their Appurtenances, immediately from and after the Decease of the said J. P. (Party to these Presents, and the said T. L. his intended Wife, and the Survivor of them, unto the said J. E. Sir H. B. and J. A. their Executors, Administrators and Assigns, for and during, and unto the full End and Term of one thousand Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waste; and to have and to hold the said other Manors, Messuages, Farms, Mills, Lands, Tenements, Hereditaments and Premises, so demised to the said J. E. Sir H. B. and J. A. as aforesaid, and not limited in Jointure to the said T. L. with their and every of their Appurtenances, immediately from and after the Decease of the said J. P. (Party, &c.) unto them the

said J. E. Sir H. B. and J. A. their Executors, Administrators and Assigns, for and during, and unto the full End and Term of one Thousand Years, from thenceforth next ensuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waste; upon the Trusts nevertheless, and to and for the Intents and Purposes herein after expressed and declared, of and concerning the same several Terms of one Thousand Years, and one Thousand Years, (that is to say,) upon Trust and Confidence, that if there shall be no Issue Male, and there shall be Issue one or more Daughter or Daughters of the Body of the said J. P. (Party, &c.) on the Body of the said T. L. to be begotten; or if there shall be Issue Male, and one or more younger Child or Children, whether Daughter or Daughters, younger Son or Sons of the Body of the said J. P. (Party, &c.) on the Body of the said T. L. to be begotten, then and in any the Cases aforesaid, that they the said J. E. Sir H. B. and J. A. and the Survivor of them, his Executors, Administrators and Assigns, shall and do, by the express Direction and Consent of the said J. P. (Party, &c.) under his Hand and Seal, testified by two or more credible Witnesses, at any Time during his natural Life, or without such Direction at any Time, from and after the Decease of the said J. P. (Party, &c.) but at all Times, without Prejudice to the Estate for Life, limited as aforesaid to the said T. L. his intended Wife, for her Jointure, and without bringing any Charge or Incumbrance thereon during her Life, by and out of the Rents and Profits of the Premises, so demised to them, or by leasing or mortgaging of the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments and Premises herein before demised to them as aforesaid, and of their Estate, and several Terms of one Thousand Years, and one Thousand Years therein, or of some competent Part or Parts thereof, levy and raise the Sum of 2500 l. to and for the Portion and Portions of such Daughter or Daughters, younger Child

Child or Children, to be payable and paid unto such of the said Children, as shall be a Daughter or Daughters, at her or their respective Age or Ages of twenty-one Years, or Day or Days of her and their respective Marriage or Marriages, which shall first happen; and unto such other younger Child or Children, as shall be, a Son or Sons, at his or their respective Age or Ages of twenty-one Years, in such Manner and Proportion as the said J. P. (Party, &c.) shall by any Deed or Writing under his Hand and Seal, attested by two or more credible Witnesses, or by his Last Will and Testament in Writing, attested as aforesaid, direct, limit or appoint, so as that no such Direction, Limitation or Appointment shall be made, during the Life of the said T. L. without her Consent in Writing thereunto had; and in Default of such Direction, Limitation or Appointment, such Sum of 2500 l. for the Portion and Portions of such Daughter and Daughters, younger Child or Children, be equally divided between and amongst them, Share and Share alike, if there shall happen to be more than one such Daughter or younger Child; and if there shall be but one such Daughter or younger Child, then the said whole Sum of 2500 l. to be paid unto such only Daughter or younger Child, but without Prejudice to the Jointure of the said T. L. as aforesaid; and upon this further Trust and Confidence, that they the said J. E. Sir H. B. and J. A. and the Survivor of them, his Executors, Administrators or Assigns, shall and do, by and out of the Rents, Issues and Profits of the said Manors, Messuages, Farms, Mills, Lands, Tenements, Hereditaments and Premises, so to them demised for the said Terms of one Thousand Years, and one Thousand Years, as aforesaid, in the mean Time, and until the said Portion or Portions of the said Daughter or Daughters, younger Child or Children, shall become payable as aforesaid, without such Prejudice as aforesaid, raise, levy, and pay such Sum and Sums of Money, not exceeding the Interest of the said Sum of 2500 l. after the

Except out of this present Grant, all Woods, and Underwoods, other than such as are necessary for Repairs, and usually allowed to Tenants.

the Rate of 5 *l. per Cent. per Annum*, as shall be necessary and convenient for the Maintenance and Education of such Daughter or Daughters, younger Child or Children; such Maintenance to be payable, and paid in such Manner and Proportion, as the said *J. P.* (Party, &c.) shall by any Deed or Writing under his Hand and Seal, attested by two or more credible Witnesses, or by his last Will and Testament in Writing, attested as aforesaid, direct, limit or appoint; and in Default of such Direction, Limitation or Appointment, in such Proportion, as the said *J. E. Sir H. B.* and *J. A.* shall judge to be most reasonable and convenient; or otherwise the Sum and Sums of Money to be raised for such Maintenances, shall be equally paid and divided between and amongst them, Share and Share alike, if there shall happen to be more than one such Daughter or younger Child; and if but one, then to be paid to such only Daughter or younger Child; and the said *J. P.* (Party, &c.) doth hereby charge the Premises so demised, or mentioned to be demised to the said *J. E. Sir H. B.* and *J. A.* as aforesaid, with the said Sum of 2500 *l.* for the Portion or Portions of such Daughter or Daughters, younger Child or Children, and with such Maintenance as aforesaid: And this Indenture further witnesseth, that for the raising a further Portion or Maintenance for the Daughter or Daughters of the said intended Marriage, in Case the said *J. P.* (Party, &c.) shall happen to die without Issue Male of his Body lawfully begotten; and for and in Consideration of the Sum of 10 *s.* of, &c. unto the said *Sir F. A.* in Hand well and truly paid by the said *T. B.* and *T. P.* at or before, &c. the Receipt, &c. and for divers, &c. hereunto moving, he the said *Sir F. A.* by and with the Privy, Consent, Direction and Appointment of the said *F. P.* testified by his being made Party to, and Signing and Sealing these Presents, in the Presence of three credible Witnesses, whose Names are indorsed hereupon; and also the said *F. P.* and *J. P.* (Party, &c.) have, and each and every of them hath

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demised, set and to Farm let, and by these Presents do, and each and every of them doth demise, set, and to Farm let unto the said *T. B.* and *T. P.* all those the said Manors, Messuages, Farms, Mills, Lands, Tenements, Hereditaments and Premisses, mentioned in the said recited Indenture, and not herein before limited unto the said *T. L.* and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues and Profits thereof; To have and to hold the same Manors, Messuages, Farms, Mills, Lands, Tenements and Hereditaments, with their and every of their Appurtenances, immediately from and after the Decease of the said *J. P.* (Party, &c.) without Issue Male of his Body lawfully begotten, unto the said *T. B.* and *T. P.* their Executors, Administrators and Assigns, for and during, and unto the full End and Term of 1500 Years from thenceforth next ensuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waste, upon Trust and Confidence nevertheless, and to the Intent and Purpose, that if the said *J. P.* (Party, &c.) shall happen to die without Issue Male of his Body, begotten upon the Body of the said *T. L.* or any other after taken Wife, and there shall be Issue one or more Daughter or Daughters upon the Body of the said *T. L.* to be begotten, they the said *T. B.* and *T. P.* and the Survivor of them, his Executors, Administrators and Assigns, shall and do, by leasing or mortgaging of the said Manors and Premisses to them limited for 1500 Years, as aforesaid, and of their Estate and Term therein, or of some competent Part or Parts thereof, and by and with the Rents, Issues and Profits thereof, in the mean Time, and until such Lease or Mortgage shall be made, levy and raise the Sum of 500 *l.* of, &c. for a further and additional Portion or Portions, for such Daughter or Daughters, such additional Portion and Portions to be payable and paid unto such Daughter and Daughters respectively, as and when she or they shall respectively attain the Age of eighteen Years, or be married, which

shall first happen, together with Interest for the same, after the Rate of 5 *l. per Cent. per Annum*, until such Portion and Portions shall be paid to and for the better Maintenance and Education of such Daughter and Daughters; the same additional Portion and Portions to be paid in such Shares and Proportions as the said *J. P.* (Party, &c.) and *T. L.* his intended Wife, shall by any Deed or Writing under both their Hands and Seals, attested by two or more credible Witnesses, direct, limit or appoint; and in Default of such Direction, Limitation or Appointment, such Portion and Portions, Maintenance and Maintenances, to be equally divided between and amongst such Daughters, Share and Share alike, if there shall happen to be more than one such Daughter: Provided always, and it is hereby declared and agreed by and between the said Parties to these Presents, that in Case there shall be no Daughter or Daughters, younger Child or Children of the Body of the said *J. P.* (Party, &c.) on the Body of the said *T. L.* to be begotten, or in Case the said several Sums of 2500 *l.* and 500 *l.* appointed to be raised for such Daughters and younger Childrens Portions as aforesaid, and also such Maintenance and Maintenances in the mean Time, and until the same shall become payable as aforesaid, and likewise Interest after the Rate of 5 *l. per Cent. per Annum*, for their respective Portions, from the Time the said Portions shall become due and payable, until the same shall be actually paid, shall be by the said *J. E.* Sir *H. B.* and *J. A. T. B.* and *T. P.* respectively, or the Survivors or Survivor of them his Executors, Administrators and Assigns, levied and raised, by all or any the Ways and Means in that Behalf aforementioned, then and in each and every of the Cases aforesaid, and at all Times from thenceforth, the said several Estates and Terms of 1000 Years, 1000 Years, and 1500 Years herein before limited, of and in the said Premises, shall cease, determine, and be utterly void and of none effect; any Thing herein before contained to the contrary

trary thereof in any wise notwithstanding: And the said *J. P.* (Party, &c.) for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *J. E.* his Executors, and Administrators by these Presents, that he the said *J. P.* Party, &c.) now at the Time of the Enfealing and Delivery hereof, hath by Virtue of the said Provisoos, in the said recited Indenture mentioned, or of some other Provisoos or Powers, enabling him in this Behalf, good Right, full Power, and lawful and absolute Authority, to assign, limit or appoint the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises, to the said *T. L.* for her Life, for her Jointure, according as the same are hereby mentioned to be assigned, limited and appointed to her as aforesaid; and likewise to charge the said Manors and Premises with the said first mentioned Sum of 2500 *l.* in Manner as herein before is mentioned; and that the said Powers herein before recited, are not any ways extinguished or suspended; and that the same Messuages, Lands, Tenements, Hereditaments and Premises, so limited to the said *T. L.* as aforesaid, now are and be, and so shall continue and be to the said *T. L.* and her Assigns, for her Life, in Case the said Marriage shall take Effect, and that she survive the said *J. P.* (Party, &c.) of the clear yearly Value of 250 *l.* at the least, over and above all Charges and Reprizes whatsoever, (the Land-Tax only excepted,) and that by Virtue of these Presents, and the Assignment, Limitation and Appointment to her thereof hereby made as aforesaid, the same Messuage, Farms, Lands, Tenements, Hereditaments and Premises, are sufficiently and effectually estated, settled and secured unto and upon the said *T. L.* To hold to her and her Assigns, from and immediately after the Decease of the said *J. P.* (Party, &c.) in Case she survive him, for her Life, for her Jointure as aforesaid; and that all and every Person and Persons now seised or estated, or who shall after the Decease of the said *J. P.* (Party, &c.) be seised
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or estated of or in the Premises so mentioned to be assigned, limited or appointed to the said *T. L.* for her Life, for her Jointure as aforesaid, shall and will, immediately from and after the Decease of the said *J. P.* (Party, &c.) in Case she survive him, stand and be seised thereof, to the Use of the said *T. L.* for her Life, as aforesaid, according to the true Intent and Purport hereof; and in Case the said Marriage take Effect, and the said *T. L.* shall happen to survive the said *J. P.* (Party, &c.) it shall and may be lawful to and for the said *T. L.* and her Assigns, immediately from and after the Decease of the said *J. P.* (Party, &c.) peaceably and quietly to enter into, and to have, hold and enjoy the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises to her assigned, limited and appointed as aforesaid, and the Rents, Issues and Profits thereof, to have, take and receive to her and their own Use, for and during the Term of her natural Life, according to the true Intent and Purport of these Presents, without any lawful Interruption, Claim or Demand whatsoever to the contrary, by any Person or Persons whatsoever, claiming or to claim, by, from or under the said *J. P.* (Party, &c.) or by, from or under the said *J. P.* his Father, deceased, or *F. P.* and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise from Time to Time and at all Times, after the Decease of the said *J. P.* (Party, &c.) saved harmless and kept indemnified by the Executors or Administrators of the said *J. P.* (Party, &c.) or some of them, during the Life of the said *T. L.* of, from and against all Incumbrances and Demands whatsoever, in Title, Charge, Estate or otherwise howsoever, committed or wittingly suffered by the said *J. P.* the Father *J. P.* (Party, &c.) or either of them, or any other Person or Persons whatsoever; and further, that he the said *J. P.* (Party, &c.) and *F. P.* and their Heirs, shall and will, from Time to Time and at all Times, upon the reasonable Request, and at the Costs and

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Charges, in the Law, of the said *J. E.* and *Sir H. B.* their Executors, Administrators and Assigns, make, do and execute, or cause and procure to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Assurance and Assurances in the Law whatsoever, for the further, better and more perfect and absolute settling and assuring the same Messuages, Farms, Lands, Tenements, Hereditaments and Premises, to the said *T. L.* to hold to her and her Assigns, from the Time of the Decease of the said *J. P.* (Party, &c.) if she survive him, for and during the Term of her natural Life, for her Jointure as aforesaid; and likewise for the further, and better, and more perfect settling and assuring the said Manors, Messuages, Farms, Mills, Lands, Tenements, Hereditaments and Premises, to the said *J. E.* *Sir H. B.* *J. A. T. B.* and *T. P.* respectively, to hold to them respectively, for the said several and respective Terms of 1000 Years, 1000 Years, and 1500 Years, upon the Trusts, and for the Purposes aforesaid, as by the Counsel learned in the Law, of the said *J. E.* shall be reasonably devised, advised or required; and further, it is hereby declared and agreed, by and between all and every the Parties to these Presents; and the true Intent and Meaning of them, and every of them, and of these Presents, is, that in Case there shall be Issue Male of the Body of the said *J. P.* (Party, &c.) on the Body of the said *T. L.* to be begotten, and that she the said *T. L.* shall happen to die, during the Life-Time of the said *J. P.* (Party, &c.) it shall and may be lawful to and for the said *J. P.* (Party, &c.) during the Continuance and Being of such Issue Male, to limit and appoint the said Manors, Messuages, Farms, Mills, Lands, Tenements, Hereditaments and Premises, or any Part or Parts thereof, unto and for the Use and Benefit of any Wife or Wives, which he shall happen to marry after the Decease of the said *T. L.* to charge the same Premises, or any Part or Parcel thereof, with any Sum or Sums of Money,

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ney, for the Portion and Maintenance of any Daughter or Daughters, younger Child or Children of such after Marriage or Marriages; the said recited Power, or any Thing in the said recited Indenture contained to the contrary thereof, in any wise notwithstanding. *In Witness, &c.*

Note; There was a Term which was to be assigned to protect the Jointure.

A Marriage Settlement of a Personal Estate, viz. 200 l. South-Sea Annuity Stock, and 400 l. Legacy, left the Wife, made after Marriage.

(12.) **T**HIS Indenture made, &c. between J. B. of, &c. Esq; and M. his Wife, late M. B. Daughter of T. B. late of, &c. deceased, by L. his late Wife, also deceased, of the one Part, and R. F. of, &c. Esq; and J. S. of, &c. Esq; of the other Part: Whereas a Marriage hath been lately had between the said J. B. and M. his Wife, which said M. at the Time of her Intermarriage with the said J. B. (amongst other Things,) stood possessed of, and intituled unto 200 l. new South-Sea Annuity Stock, and to the Sum of 400 l. given to her by the Last Will and Testament of her said Mother, the said L. B. bearing Date, &c. and by her charged on the Moiety of her late Estate, situate, &c. And whereas before the Intermarriage of the said J. B. with the said M. his now Wife; and in Consideration thereof, and out of the great Love and Affection the said J. B. then had for the said M. his then intended and now Wife, did agree that the said 200 l. new South-Sea Annuity Stock, and the said 400 l. given and secured to her the said M. B. by the said Will of her said Mother L. B. should be conveyed, assigned and transferred unto
Trustees,

Trustees, upon the several Trusts herein after mentioned, declared and expressed: Now this Indenture witnesseth, that as well in Performance of the said Agreement, as for and in Consideration of 5 s. a-piece, of lawful Money of *Great Britain*, to them the said J. B. and M. his said Wife, by the said R. F. and J. S. in Hand paid, at or, &c. the Receipt whereof is hereby acknowledged; and for divers other, &c. them hereunto moving, they the said J. B. and M. his Wife, have, and each of them hath, granted, bargained, sold, assigned, transferred and set over, and by these Presents do, and each of them doth, grant, &c. unto the said R. F. and J. S. their Executors, Administrators and Assigns, all that the said 200 l. new *South-Sea* Annuity Stock, and the said 400 l. given and secured by the said L. W. and T. of the said L. B. and all the Right, Title, Interest, Profit, Claim and Demand whatsoever, of them the said J. B. and M. his said Wife, in and to the said Premises, with full Power to sue for, get, recover and obtain the same; To have and to hold the said 200 l. new *South-Sea* Annuity Stock, and the said Legacy of 400 l. secured as aforesaid, unto the said R. F. and J. S. their Executors and Administrators, upon the Trusts and Confidences, and to the Uses, Ends, Intents and Purposes herein after mentioned, declared and expressed, (that is to say,) the said J. B. doth declare that the same is so assigned, in full Performance of the said Agreement, before his Inter-marriage with the said M. his now Wife, upon Trust, that they the said R. F. and J. S. and the Survivor of them, his Executors and Administrators, shall and do permit and suffer him the said J. B. to receive all the Interest, Income and Produce of the said 400 l. Legacy, and also all the Dividends and Produce of the said 200 l. new *South-Sea* Annuity Stock, except Dividends of the capital Stock, for his Use, for and during the Term of his natural Life; and after the Death of the said J. B. in Case the said M. his now Wife shall him survive, then upon this further Trust, that they the said R. F. and J. S. and the Sur-
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vor of them; his Executors and Administrators, shall and do permit and suffer the said M. B. to receive to her Use all the Interest and Produce of the said 400 *l.* Legacy, and all the Dividends and Produce of the said 200 *l.* new *South-Sea* Annuity Stock, unto her the said M. B. during her natural Life; and from and after the Decease of the Survivor of them the said J. B. and M. his Wife, then upon this further Trust, in Case there shall happen to be Issue only one Child of the said Marriage then living, then and in such Case, to apply the Interest and Produce of the said 400 *l.* Legacy, and the Dividends and Produce of the said 200 *l.* new *South-Sea* Annuity Stock, for the Use and Benefit of such only Child, until such Child shall attain his or her Age of twenty-one Years, and on his or her Attaining such Age, or Marriage, then they the said R. F. and J. S. do, and shall assign and transfer the said 400 *l.* Legacy, and 200 *l.* new *South-Sea* Annuity Stock, to such only Child, to and for his or her sole Use and Benefit; and in Case there shall be Issue of the said Marriage two or more Children, then upon further Trusts, that they the said R. F. and J. S. and the Survivor of them, his Executors and Administrators, shall and do apply the Interest and Produce of the said 400 *l.* Legacy, and all the Dividends and Produce of the said 200 *l.* new *South-Sea* Annuity Stock, for the Use and Benefit of such two or more Children, until their respective Ages of twenty-one Years, or Marriage; and upon their Attaining their said respective Ages of twenty-one Years, or on Marriage, then the said 400 *l.* Legacy, and the said 200 *l.* new *South-Sea* Annuity Stock, to be equally divided between all and every such Children, in equal Proportions, Share and Share alike; and in Case the said J. B. shall have no Issue by the said M. his Wife, or being such, and all of them shall happen to die before they shall attain the Age of twenty-one Years, or be married, then upon this further Trust, that they the said R. F. and J. S. and the Survivor of them, his Execu-

tors or Administrators, shall and do assign and transfer the said 400 *l.* Legacy, and the said 200 *l.* new *South-Sea* Annuity Stock, unto the Executors or Administrators of the Survivor of them the said *J. B.* and *M.* his said Wife, and upon no other Trust or Confidence whatsoever; and the said *J. B.* for himself, his Executors and Administrators, and for the said *M.* his Wife, doth covenant, promise and grant to and with the said *R. F.* and *J. S.* their Executors and Administrators by these Presents, that he the said *J. B.* and *M.* his Wife, shall and will, within the Space of eleven Days next after the Date of these Presents, transfer the said 200 *l.* new *South-Sea* Annuity Stock, in the *South-Sea* Company's Books, unto the said *R. F.* and *J. S.* their Executors and Administrators, or the Trusts aforesaid, and the said *J. B.* for himself, his Executors and Administrators, doth covenant, promise and grant, to and with the said *R. F.* and *J. S.* their Executors and Administrators by these Presents, in Manner and Form following, (that is to say,) that they the said *R. F.* and *J. S.* their Executors and Administrators, shall and may, from Time to Time, have, hold and enjoy all and every the Premises, by these Presents assigned and transferred on the Trusts aforesaid, without the Let, Suit, Disturbance or Interruption of or by the said *J. B.* his Executors or Administrators, or any claiming or to claim, by, from or under him, or by his Means, Consent, Privity or Procurement; and further, that he the said *J. B.* shall and will, at the Request, Costs and Charges of the said *R. F.* and *J. S.* do, or Cause to be done, any further or other lawful and reasonable Act, Deed, Matter or Thing, for the further and better settling and assuring the said 200 *l.* new *South-Sea* Annuity Stock, and the Sum of 400 *l.* and other the Premises, upon the several Trusts herein before mentioned, as by the said Trustees, or their Counsel learned in the Law, shall be reasonably devised, advised or required: Provided always, and it is hereby

declared and agreed by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said R. F. and J. S. and the Survivor of them, and the Executors and Administrators of such Survivor, by and with the Consent and Approbation of the said J. B. and the said M. his Wife, to call in the said Sum of 400 *l.* and to sell the said 200 *l.* new *South-Sea* Annuity Stock, for the most Monies that may be had or gotten for the same, and with such Consent as aforesaid, to place out and invest the said Monies, when paid in, and all such Dividends of the capital Stock as shall be paid off by the *South-Sea* Company, on any other Government or Real Security, and with such Consent as aforesaid, from Time to Time, to call in the said Money, and place out the same again, as to the respective Trustees shall seem good, and for the Advantage of the Parties interested therein: And lastly, it is declared and agreed by and between all the said Parties to these Presents, that the said Trustees herein before named, shall not be answerable for one another, nor for the Acts, Receipts and Defaults of one another, and shall not be charged or chargeable with, or answerable for any Money, but what they shall respectively actually receive, nor for any Loss that shall happen by taking bad Security for the said Trust Money, or any Part thereof, nor for any Person that shall be employed under them, in the Management of the said Trust Money, or any Part thereof; nor for any Loss, but what shall be occasioned by any wilful Default; nor for any Loss that shall happen by any Banker, Goldsmith, or other Person, with whom the said Trust Money shall be lodged for safe Custody; and that they the said Trustees, and each of them, shall and may, out of the said Trust Money, from Time to Time, pay and reimburse themselves all such Costs, Charges, Damages and Expences, which they or either of them, their or either of their Executors or Administrators shall pay, bear or be put unto, by Virtue of the Trust hereby in

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them reposed, or the Execution thereof, or otherwise relating thereunto; any Thing herein before contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

A Settlement of the Equity of Redemption.

THIS Indenture tripartite, made, &c. between A. B. (13.) of, &c. Esq; of the first Part, C. D. Son of the said A. B. of the second Part, and R. A. of the third Part: Whereas by Indentures of Lease and Release, bearing Date respectively the twenty-third and twenty-fourth Days of, &c. the Release being tripartite, and made, &c. In Consideration of a Marriage then intended, and shortly had and solemnized between the said A. B. and M. F. the Manors of, &c. and divers other Messuages, Lands, Tenements and Hereditaments in the County of H. herein after mentioned to be granted, are limited in Use to the said A. B. for Life, without Impeachment of Waste; Remainder to Trustees to preserve contingent Remainders, and chargeable with the annual Sum of 600 l. to the said M. for her Life, for her Jointure; Remainder to the first and other Sons of the said A. B. on the Body of the said M. in Tail Male, Remainder to the said A. B. in Fee, as by the said Indenture may more fully appear; and whereas the said C. D. is the first Son of that Marriage, and has attained his Age of twenty-one Years, and the said A. B. having Occasion for the Sum of 6000 l. did desire his said Son to Join with him in a Common Recovery of the said Manors and Premises in the County of H. in order thereby to enable him by Way of Mortgage, to take up the Sum of 6000 l. in Consideration whereof, the said A. B. did agree to resettle the same, subject to the said Mortgage and Jointure; and whereas the said A. B.

A. B. first Part, the Parties, R. F. and M. his Daughter of the second Part, R. F. and W. F. of the third Part.

and

and C. D. did one *Easter* Term, which was in the Year of our Lord 1726, suffer a Common Recovery of the said Manor and Premises, and by Indenture of Lease and Release, bearing Date the sixteenth and seventeenth Days of *April* which were in the Year of our Lord 1727, did grant and convey the same to B. P. of, &c. Esq; his Heirs and Assigns, redeemable on Payment of 6270*l.* as therein is mentioned; and whereas the said A. B. in order to indemnify his Son for joining in the said Mortgage, did settle the Equity of Redemption of the said Premises, to the Uses mentioned in the said recited Settlement, subject to the said Mortgage; and whereas the said A. B. having Occasion for the further Sum of 2000 *l.* the said C. D. at his Father's Request, had suffer'd a new Recovery, and taken up the Sum of 2000 *l.* to supply his Father's Occasions, so that the Manor and Premises stand now charged with the Sum of 8000 *l.* and Interest, at 5 *l. per Cent. per Annum*, and the said A. B. hath agreed to settle the said Premises, subject to the said Mortgage Debt of 8000 *l.* and Interest, to the Uses mentioned in the said recited Settlement, made on the Marriage of the said A. B. Now this Indenture witnesseth, that in Performance of the said Agreement, and for settling the Manors, Lands, Tenements and Hereditaments herein after mentioned to be granted, to the several Uses, Intents and Purposes, and subject to the Trusts, Provisoos, Limitations and Agreements herein after mentioned, declared and expressed; and for and in Consideration of the Sum of 10 *s.* of good and lawful Money of *Great Britain*, to the said A. B. and C. D. by the said R. A. in Hand paid, at or before, &c. the Receipt whereof, &c. and for other goods Causes, &c. moving, they the said A. B. and C. D. have, and each of them hath, granted, bargained, sold, aliened, released and confirmed, and by these Presents do, and each of them doth, grant, bargain, &c. unto the said R. A. (in his actual Possession now being by Virtue of a Bargain and Sale thereof, &c.) and to his Heirs and Assigns, all that [*as in the*

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Mortgage,] and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and all the Estate, Right, Title, Power, Equity of Redemption, Property, Claim and Demand of the said *A. B.* and *C. D.* in and to the same; To have and to hold the said Manor, Advowson, Lands, Tenements, Hereditaments and Premises, to the said *R. A.* his Heirs and Assigns, to the several Uses, Intents and Purposes, and subject to the Trusts, Provisoes, Limitations and Agreements herein after limited, declared and expressed, (that is to say,) to the Use and Behoof of the said *A. B.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and from and after his Decease, so charged and chargeable with the said annual Sum of 600 *l.* payable to the said *M. B.* for her Life, for her Jointure, and to the Remedies for recovering the same, to the Use and Behoof of the said *C. B.* and the Heirs Male of his Body lawfully to be begotten; and for Want of such Issue, to the Use of the second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and all other the Sons of the said *A. B.* on the Body of the said *M.* his Wife, begotten or to be begotten, severally and successively, one after another, as they shall be in Seniority of Age and Priority of Birth, and of the several Heirs Male of their several and respective Bodies, lawfully to be begotten; the Elder of such Sons, and the Heirs Male of his Body being always preferred before the Younger, and the Heirs Male of his and their Body and Bodies; and for Want of such Issue, to the Use and Behoof of the said *A. B.* his Heirs and Assigns for ever: Provided always, and it is declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said *A. B.* from Time to Time, during his Life, by any Deed or Deeds in Writing, under his Hand and Seal, attested by two or more credible Witnesses, to make any Demise, Lease or Grant, Demises, Leases or Grants of the Premises, or any

Part or Parts thereof, so as they be not made without Impeachment of Waste, nor with any Power to commit Waste by any express Words therein to be contained; and so as such Lease or Leases be made in Possession and not in Reversion; and so as such Lease or Leases exceed not twenty-one Years; and so as upon all and every such Demise, Lease or Grant, Demises, Leases or Grants, there be reserved payable yearly, during the Continuance of such Lease and Leases so much yearly Rent and Rents, as can reasonably be had or gotten for the same, at the Time of settling thereof, and without taking any Fine, or any Thing in Lieu of a Fine or Income for the same; and so as the Lessee and Lessees in such Lease and Leases to be named, shall and do execute Counter-parts thereof, and so as there be respectively therein contained Clauses of Re-entry for Non-payment of the respective yearly Rents, to be thereupon respectively reserved, as in such Cases are usual; any Thing herein contained to the contrary thereof in any wise notwithstanding: And the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *R. A.* his Heirs, Executors and Administrators, that he the said *A. B.* shall and will from Time to Time, during his natural Life, so long Time as the said Sum of 8000 *l.* shall continue a Charge on the said Estate, pay and keep down the Interest thereof, and also save, keep harmless and indemnified the said *C. B.* from the Payment thereof, and of and from all Actions of Debt and Covenant, that during the Life-Time of the said *A. B.* shall be brought, commenced or prosecuted, against the said *C. B.* for Non-payment of the said Sum of 8000 *l.* or the Interest thereof; and further, that the said Manor, Lands, Tenements and Hereditaments hereby granted, are free from all Incumbrances whatsoever, (except the said annual Sum of 600 *l.* limited to the said *M.* for her Life, for her Jointure, the said Mortgage for 8000 *l.* and annual Fee-Farm Rent of 5 *l.* and

*Covenant to
keep down In-
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and a *Modus* of 4 *l. per Annum*.) And lastly, that he the said *A. B.* shall and will from Time to Time, and at any Time, during his natural Life, at the Request of the said *R. A.* his Heirs and Assigns, do or cause to be done, any further or other lawful and reasonable Act, Matter or Thing, for the further and better assuring the said Premises, to the several Uses, Intents and Purposes, and subject to the Proviso herein before mentioned, declared and expressed, as by the said *R. A.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required. *In Witness, &c.*

A Marriage Settlement, with a Covenant to surrender Copyhold Lands.

THIS Indenture quadripartite, made, &c. between (14.)
C. P. of, &c. Spinster, of the first Part, Sir *W. S.* of, &c. Bart. of the second Part, the Most Noble *J.* Duke of *R.* and the Right Honourable *T.* Earl of *W.* of the third Part, and the Honourable *J. F.* Esq; Brother of the said Earl of *W.* and *J. R.* of, &c. of the fourth Part, witnesseth, that as well for and in Consideration of a Marriage, by God's Permission, intended to be shortly had and solemnized between the said Sir *W. S.* and *C. P.* and of the Sum of 10 *s.* of, &c. by the said *J.* Duke of *R.* and *O. R.* to the said *C. P.* in Hand paid, at or, &c. the Receipt, &c. and for the settling and assuring of the Manors, Messuages, Farms, Lands, Tenements and Hereditaments herein after mentioned to be granted, to and for the several Uses, Intents and Purposes, and upon the Trusts and Confidences, and subject to the Powers, Provisoes, Limitations and Agreements herein after limited, declared and expressed; and for divers other good Causes and valuable Considerations hereunto especially

especially moving, she the said C. P. by and with the Consent, Direction and Appointment of the said Sir W. S. testified by his being Party to, and signing and sealing these Presents, hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth fully, clearly and absolutely grant, bargain, &c. unto the said J. D. of R. and J. R. in their actual Possession now being, by Virtue of a Bargain and Sale to them thereof made for one Year, in Consideration of 5 s. of lawful Money, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force and Virtue of the Statute for transferring Uses into Possession, and to their Heirs, all that, &c. and all other, &c. of her the said C. P. or whereof or wherein, &c. [*as usual,*] and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and of every Part and Parcel thereof, and all the Estate, Right, Title, Interest, Use, Trust, Possession, Property, Claim and Demand of the said C. P. of, into, or out of the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises; To have and to hold the said Manors or Lordships, Messuages, Farms, Lands, Tenements, Hereditaments, and all and singular other the Premises, unto the said J. Duke of R. and J. R. their Heirs and Assigns, to and for the several Uses, Intents and Purposes, and upon the Trusts and Confidences, and subject to and under the several Powers, Provisoos, Limitations and Agreements, herein after and by these Presents limited, declared and expressed: And this Indenture further witnesseth, that in Consideration of the said intended Marriage, and of the great Love and Affection the said Sir W. S. hath and beareth to the said C. P. and of the Sum of 10 s. of lawful Money, to the said Sir W. S. in Hand paid by the said J. Duke of R. and J. R. at or before, &c. the Receipt, &c. and for divers, &c. he the said Sir W. S. hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth fully,

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clearly and absolutely grant, bargain, sell, alien, release, and confirm, unto the said J. Duke of R. and J. R. in their actual Possession, &c. (and to their Heirs,) all that, &c. and the Reversion and Reversions, &c. and all the Estate, &c. of the said Sir W. S. in and to the same; To have and to hold the said, &c. Hereditaments and Premises last mentioned, or intended to be hereby granted and released, with their and every of their Appurtenances, unto the said J. Duke of R. and J. R. their Heirs and Assigns, to and for the several Uses, Intents and Purposes, and upon the Trusts and Confidences, and subject to and under the several Powers, Provisoos, Limitations and Agreements herein after limited, declared and expressed; and it is hereby declared and agreed, by and between all the said Parties to these Presents, that the said J. Duke of R. and J. R. and their Heirs, shall stand and be seised of all and singular the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and all and singular other the Premises to them herein before and hereby granted as aforesaid, to the several Uses following, that is to say, as to all and singular the said Manors, Messuages, Farms, Lands, Tenements and Hereditaments, in the several Counties of O. B. E. ^{The Lady's Estate.} and in L. and in the County of Y. or elsewhere, in the Kingdom of *Great Britain*, the Inheritance of the said C. P. to the Use and Behoof of the said C. P. her Heirs and Assigns, until the said intended Marriage shall be had and solemnized; and as to all and singular the said &c. in W. C. aforesaid, or elsewhere in the ^{Sir W. S.'s Estate.} said County of M. and the Inheritance of the said Sir W. S. to the Use and Behoof of the said Sir W. S. and his Heirs, until the Solemnization of the said intended Marriage; and from and after the said intended Marriage shall be had and solemnized, to the Use, Intent and Purpose, that the said T. E. of W. and J. F. and their Heirs and Assigns, shall and may, during the Joint Lives of the said Sir W. S. and C. P. his intended Wife, have, take and receive the annual Sum or yearly Rent-

Charge of 600 *l.* of lawful Money of *Great Britain*, to be issuing and going out of all that the said Manor of *R.* in the said County of *O.* and the said Mansion-House, Messuages or Tenements, Farms, Lands, and other the Premises in the Parish of *B.* and elsewhere in the County of *B.* and out of every Part and Parcel thereof, without Abatement for Taxes, Charges, Assessments, or any other Matter, Cause or Thing whatsoever; the said annual Payment, or yearly Rent-Charge of 600 *l.* to be payable and paid at the four most usual Feasts, or Days of Payment in the Year, that is to say, *Midsummer, Michaelmas, Christmas* and *Lady-Day*, in every Year; the first Payment to be made on such of the said Feasts, as shall first and next happen after the Solemnization of the said intended Marriage; and to this further Use, Intent and Purpose, that if it shall happen the said annual Payment or yearly Rent-Charge of 600 *l.* or any Part thereof, to be behind or unpaid by the Space of twenty Days next after any of the said Feasts or Days of Payment, whereon the same is made payable as aforesaid; that then and so often it shall and may be lawful to and for the said *T. Earl of W. and J. F.* and their Heirs, during the joint Lives of the said *Sir W. S. and C. P.* his intended Wife, into and upon the said Manor, Messuages, Lands, Tenements and Hereditaments, chargeable with the Payment thereof, to enter and distrain, &c. [*as in others,*] and to this further Use, Intent and Purpose, that if the said annual Sum of 600 *l.* or any Part thereof, shall be behind and unpaid by the Space of 30 Days after any of the Feasts whereon the same is hereby made payable; that then and so often it shall and may be lawful to and for the said *T. Earl of W. and J. F.* and their Heirs, during the joint Lives of the said *Sir W. S. and C. P.* into all and singular the said Manor, Lands, Tenements, Hereditaments and Premises, charged with the said annual Sum of 600 *l.* or any Part or Parcel thereof, to enter, and the Rents, Issues and Profits thereof, to have, take and receive, until the said Rent-

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Charge of 600 *l.* and the Arrears thereof, and such Arrears as shall incur and grow due, during such Possession, and also the said Trustees Costs, Damages, Charges and Expences, shall be fully paid and satisfied; such Possession, when taken, to be without Impeachment of Waste; and it is hereby declared and agreed, by and between all the said Parties to these Presents, that the said annual Sum or yearly Rent-Charge of 600 *l.* is so limited to the said Earl, and *J. F.* and their Heirs, upon the Trusts and Confidences herein after mentioned and expressed, that is to say, upon Trust, to pay over the said annual Sum of 600 *l.* not to the said Sir *W. S.* or as he shall appoint; but to such Person and Persons only, and for such Uses, Intents and Purposes only, as the said *C. P.* alone, without the Order, Direction, Intermeddling or Controul of him the said Sir *W. S.* her intended Husband, notwithstanding her Coverture, and as if she were sole and unmarried, shall by any Writing or Writings, to be signed by her the said *C. P.* with the Name of her own proper Hand Writing, from Time to Time, direct and appoint for the personal and particular Use of her the said *C. P.* and where-with the said Sir *W. S.* her intended Husband, shall not in any wise intermeddle, or have any Power to forfeit or incumber the same; and as for and concerning the said Manor of *R. G.* and the said Mansion-House, Messuages, Lands, Tenements and Hereditaments in *B.* aforesaid, so charged and chargeable with the said annual Sum of 600 *l.* as aforesaid, and also as for, touching and concerning the said, &c. and Hereditaments in *W. C.* aforesaid, and other the Premises, the Inheritance of the said Sir *W. S.* to the Use and Behoof of the said Sir *W. S.* for and during the Term of his natural Life, without Impeachment of Waste; and from and after the Determination of that Estate, to the Use of the said *J. Duke of R.* and *J. R.* and their Heirs, during the natural Life of the said Sir *W. S.* upon Trust to preserve the contingent Uses herein after limited; yet so as to permit and suffer

fer the said Sir *W. S.* to receive the Rents, Issues and Profits of the said Premises, during his natural Life, and from and after the Decease of the said Sir *W. S.* then to the Use and Behoof of the said *C. P.* and her Assigns, for and during the Term of her natural Life, without Impeachment of or for any Manner of Waste; and as for, touching and concerning the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, situate, lying and being in the said several Counties of *B.* and *E.* and the City of *L.* and in the County of *T.* and as for, touching and concerning the said Manors, &c. in the said County of *O.* and all and singular other the Premises, whereof no Use is herein before limited, from and after the said intended Marriage shall be had and solemnized, and subject to the Estate limited to the Lady *C. P.* for her Life, for her Jointure, and to a Rent-Charge Suit, limited to her for an additional Jointure, and to the several Remedies for Recovery thereof, to the Use and Behoof of the said Sir *W. S.* and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; and from and after the Determination of that Estate, then to the Use and Behoof of the said *J. Duke of R.* and *J. R.* and their Heirs, during the natural Life of the said Sir *W. S.* upon Trust to support and preserve the Contingent Uses, and Estates thereof herein before limited, from being barred or destroyed, and for that Purpose to make Entries, and bring Actions, as Occasion may require; but nevertheless to permit and suffer the said Sir *W. S.* and his Assigns, to have, receive and take the Rents, Issues and Profits of the same Premises, to his and their own Use and Uses, for and during the Term of his natural Life, and from and after the Decease of the said Sir *W. S.* so subject as aforesaid, to the Use and Behoof of the said *C. P.* and her Assigns, during the Term of her natural Life, without Impeachment of Waste, for her Jointure, and in full Bar of her Dower or Thirds at Common Law; and from and after the

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Decease of the Survivor of them the said Sir *W. S.* and *C. P.* his intended Wife, then as for, touching and concerning the said Manors of *B. N. W.* and *R. G.* the said Mansion-House of *B.* and all other the Manors, Messuages, Lands, Tenements and Hereditaments in the said Counties of *O. B. B. E. T.* and *L.* or elsewhere in the Kingdom of *Great Britain*, the Inheritance of the said *C. P.* and as for and concerning the said Messuages, Ground-Rents and Hereditaments in *W. C.* or elsewhere in the said County of *M.* and the Inheritance of the said Sir *W. S.* and all and singular other the Manors, Lands, Tenements, Rents, Hereditaments and Premises hereby granted and released, or intended so to be, whereof no Use is herein before limited to take Effect, after the Solemnization of the said intended Marriage; and as the respective Uses thereof herein before limited, shall respectively end and determine, subject to the said Jointure and additional Jointure of the said Lady *C. P.* as aforesaid, to the Use and Behoof of the first Son of the Body of the said Sir *W. S.* on the Body of the said *C. P.* his intended Wife to be begotten, and the Heirs Male of the Body of such first Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the second Son of the Body of the said Sir *W. S.* on the Body of the said *C. P.* to be begotten, and of the Heirs Male of the Body of such second Son lawfully issuing; and for Default of such Issue, to the Use and Behoof of the third, fourth, fifth, sixth, seventh, and all other the Son and Sons of the Body of the said Sir *W. S.* on the Body of the said *C. P.* to be begotten, severally and successively one after another, as they and every of them shall be in Seniority of Age, and Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons respectively to be begotten; the Elder of such Son and Sons, and the Heirs Male of his and their Body and Bodies respectively issuing, always to be preferred and to take before the younger of such Son and Sons, and the Heirs Male

of his and their Body and Bodies respectively issuing; and for Want of such Issue, as to all and singular the said Messuages, Lands, Tenements and Hereditaments in *W. C.* aforesaid, or elsewhere in the said County of *M.* the Inheritance of the said Sir *W. S.* to the Use and Behoof of the said Sir *W. S.* his Heirs and Assigns for ever; and as to all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises herein before mentioned, situate, lying and being in the said several Counties of *O. B. B. E.* in the City of *L.* and in the said County of *T.* or elsewhere in the Kingdom of *Great Britain*, the Inheritance of the said *C. P.* for Default of such Issue Male of the said intended Marriage as aforesaid, to the Use and Behoof of the said *C. P.* her Heirs and Assigns for ever: Provided always, and it is hereby declared and agreed, by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said Sir *W. S.* during the Term of his natural Life; and from and after his Decease, to and for the said *C.* his intended Wife, during the Term of her natural Life, as and when the said Sir *W. S.* and *C. P.* shall be in the actual Possession of the Manors, Messuages, Lands, Tenements, Hereditaments and Premises herein before mentioned; but without Prejudice to the Jointure of the said Lady *C. P.* or to her additional Jointure, by any Writing or Writings, indented under his or her Hand and Seal, attested by two or more credible Witnesses, to make any Lease or Leases, Demises or Grants of the said Manors, Lands, Tenements, Hereditaments and Premises, to any Person or Persons whatsoever, for the Term of twenty-one Years, or for any Term or Number of Years, not exceeding twenty-one Years, so as such Demises, Leases or Grants, which shall be made by the said Sir *W. S.* and *C. P.* his intended Wife, or either of them respectively, as aforesaid, be made to commence in Possession, and not in Reversion, or at a Day to come, and be not made without Impeachment
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of Waste; and so as upon all and every such Lease and Leases, Demises or Grants there be reserved payable yearly, the best and most improved yearly Rent, which at the Time of making thereof can or may be gotten for the same, without taking any Fine, Sum or Sums of Money, or other Thing in Lieu of a Fine or Income for the same; and so as in every such Lease there be contained a Condition of Re-entry for Non-payment of the Rent and Rents thereby to be reserved; and so also as the Lessee and Lessees do seal and deliver Counter-parts of such Lease and Leases; any Thing herein before contained to the Contrary thereof in any wise notwithstanding: Provided also, that for the better Improvement of the said Ground, Messuages, Tenements, Hereditaments and Premises, Part of *W.C.* aforesaid, by granting Building Leases, it is declared and agreed by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said Sir *W. S.* from Time to Time, during the Term of his natural Life; and from and after his Decease, to and for the said *C. P.* from Time to Time, during her natural Life, in Case she shall survive him, by any Deed or Deeds, Writing or Writings, under his or her Hand and Seal respectively, attested by two or more credible Witnesses, to make any Lease or Leases, Demises or Grants of the said Messuages, Tenements, Grounds, Hereditaments and Premises in *W. Street*, or in the Parish of *W. C.* as aforesaid, or any Part thereof, to any Person or Persons, for any Term or Number of Years, not exceeding sixty-one Years, in Possession, and not in Reversion, or at any Day to come; so as on all and every such Lease and Leases there be reserved such reasonable Rents or Ground-Rents, as can be gotten for the same, without taking any Sum or Sums of Money, or other Thing in Lieu of a Fine; so as the Rent thereon to be reserved be made to continue during such Lease and Leases; and so as in every such Lease and Leases to be made by Virtue of these Presents, there be contained

a Condition of Re-entry for Non-payment of the Rent thereby to be reserved; and so as every such Lessee do execute a Counter-part of the Lease to him granted; any Thing herein contained to the Contrary notwithstanding: Provided also, and it is hereby further declared and agreed by and between all and every the said Parties to these Presents, that it shall and may be lawful to and for the said C. P. at any Time or Times hereafter, during the Term of her natural Life, notwithstanding her Coverture, and as if she were sole and unmarried, by any Deed or Deeds, Writing or Writings, under her Hand and Seal, to be attested in the Presence of two or more credible Witnesses, to make or grant any Lease or Leases, Estate or Estates of the said several Manors, Messuages, Farms, Lands, Tenements, Hereditaments and Premises, or any Part or Parcel thereof, subject to the said Jointure and additional Jointure of the said Lady C. P. and to such Leases, Charges and Estates, as shall happen to be thereof made, by Virtue of any the Powers herein contained, and without Prejudice to the Estate herein before limited, to the said Sir W. S. for Life, for the Term of 500 Years, or any other Term, to commence from the Making such Deed or Deeds, to the Intent only, and upon Trust for the raising any Sum or Sums of Money, not exceeding, in the whole, the Sum of 10000 *l.* for such Child or Children of the said C. P. and in such Proportions, and to be paid at such Time, and in such Manner, as the said C. P. by any Writing or Writings, under her Hand and Seal, testified as aforesaid, or by her last Will and Testament in Writing, duly attested, shall direct or appoint: Provided also, and it is hereby further declared and agreed by and between all and every the said Parties to these Presents, that after the Death of the said Lady C. P. it shall and may be lawful to and for the said Sir W. S. and C. P. his intended Wife, or the Survivor of them, by any Deed or Deeds, Writing or Writings, signed by them or the Survivor of them, and at-

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tested in the Presence of three or more credible Witnesses, by and with the Consent of the said T. Earl of W. and J. F. and the Survivor of them, and the Heirs of such Survivor signified in Writing, and attested as aforesaid, and not otherwise, in order to sell the Premises, as herein after mentioned, to revoke, change, alter and make void all or any the Use and Uses, Trusts, Estates and Limitations, herein before limited and declared, of or concerning the said several Messuages, Lands, Tenements, Fee-Farm Rents and Hereditaments in the several Counties of B. E. Y. and the City of L. or any of them, and absolutely to sell and dispose of the said Messuages, Lands, Tenements, Fee-Farm Rents and Hereditaments in the said Counties of B. F. Y. and the City of L. or any of them, for the best Price that can be got for the same, by one or more, to any Person or Persons that will purchase the same; so as the Money arising by such Sale or Sales be paid to the said T. Earl of W. and J. F. and the Survivor of them and his Heirs, upon Trust, with the said Money to purchase other Lands, Tenements and Hereditaments of equal Value, and settle the same to the same Uses, Intents and Purposes, and subject to the same Provisoos, Limitations and Agreements, as the said Premises now stand settled by these Presents; the said Purchase and Settlement to be made by Decree of the High Court of Chancery; any Thing herein before contained to the Contrary notwithstanding: And the said Sir W. S. and C. P. do hereby severally covenant, promise and grant, to and with the said J. Duke of R. and J. R. their Heirs, Executors and Administrators, that they the said Sir W. S. and C. P. have not made any former or other Grant, Bargain or Sale, or otherwise incumbered the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments and Premises herein before mentioned, and by them the said Sir W. S. and C. P. severally granted to them the said J. Duke of R. and J. R. and their Heirs as aforesaid, and that the said Manors and Premises,

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and every of them, with their Appurtenances, at all Times from henceforth, shall and may be peaceably and quietly held and enjoyed by the said J. Duke of R. and J. R. and their Heirs, according to the several Uses and Estates, and upon the several Trusts herein before mentioned, limited and expressed, touching and concerning the same; and further, that they the said Sir W. S. and C. P. shall and will, at all Times hereafter, upon the reasonable Request of the said J. Duke of R. and J. R. do, &c. to and for the several Uses, Intents and Purposes, and under the Trusts, and subject to the Provisoos herein before contained: And whereas several Messuages, Lands, Tenements and Hereditaments of the said C. P. situate, lying and being in H. in the County of M. now in the Occupation of P. A. and W. G. are Copyhold: Now this Indenture further Witnesseth, that the said Sir W. S. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said J. Duke of R. and J. R. their Heirs, Executors and Administrators, that in Case the said intended Marriage shall take Effect, he the said Sir W. S. and C. P. his intended Wife, shall and will, at the first Court to be held after the said intended Marriage shall be solemnized, surrender the said Copyhold Premises, into the Hands of the Lord of whom the same are held, to the Use of the said Sir W. S. and C. his intended Wife, for the Lives of them and the Survivors of them; and after the Decease of the Survivor of them, to the Use of the first and other Sons of the said Sir W. S. and C. P. his intended Wife, in Tail Male; and for Want of such Issue, to the Use and Behoof of such Person and Persons, and for such Estate and Estates, Use and Uses, as the said C. shall, notwithstanding her Coverture, by any Deed or Writing, Last Will and Testament in Writing, purporting her last Will and Testament, attested by three or more credible Witnesses, direct or appoint; and for Want of such Direction or Appointment, to the Use of the said C. P. and the Heirs of

of her Body, lawfully to be begotten; and for Want of such Issue, to the Use of the said C. P. her Heirs and Assigns for ever. *In Witness, &c.*

A Marriage Settlement of an undivided Moiety, reciting a Conveyance for raising Money to pay off Debts, affecting the Lands comprized in the Settlement.

THIS Indenture quadripartite, made, &c. between (15.)
 N. B. of G. J. in the County of, &c. Esq; Elder Son and Heir of N. B. late of M. in the County of, &c. Esq; deceased, and J. the now Wife of the said N. B. (Party to these Presents,) of the first Part, G. B. of, &c. Esq; J. V. of A. &c. Esq; of the second Part, W. J. of J. &c. Esq; and F. M. of, &c. Esq; of the third Part, Sir H. M. of, &c. Bart. N. M. Esq; eldest Son and Heir of the said Sir H. M. and J. L. of, &c. of the fourth Part, witnesseth, that for and in Consideration of the Marriage lately had and solemnized, between the said N. B. (Party, &c.) and J. his Wife, hath by Fine, and by one Indenture tripartite, bearing Date the Day next before the Date hereof, and made between the said N. B. and her the said J. of the first Part, the said G. B. and J. V. of the second Part, and W. J. and F. M. of the third Part, joined in the settling and assuring all that her undivided Moiety or half Part of all the Manors and Lands of L. R. alias R. in the County of, &c. and of other Lands, Tenements and Hereditaments in the County of O. and in the County of K. in the same Indenture mentioned, unto or upon the said W. J. and F. M. and their Heirs, in Trust by Sale thereof, to raise Money for the paying off and clearing the Debts therein mentioned, and to or with which the said Manors, Lands and Hereditaments here-
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in after granted or released, or any of them, are respectively affected, or liable, or charged: And the better to enable the said *N. B.* to make the Jointure and Settlement herein after contained, and which is by him and the said *J.* agreed to be made, and for the Making such Jointure and Provision of Maintenance, or Means of Livelyhood for the said *J.* in Lieu and Recompence of her Dower or Thirds at Common Law, which if she survives the said *N. B.* (Party to these Presents,) she may or might Claim, of or out of any of the Manors, Lands and Hereditaments of the said *N. B.* (Party, &c.) and for the Advancement of the Heirs Males of the Body of him the said *N. B.* (Party, &c.) on the Body of the said *J.* his Wife begotten; and for raising Portions, and making such Provision for the Daughter or Daughters, younger Son or younger Sons of the said *N. B.* (Party, &c.) begotten, or to be begotten on the Body of the said *J.* his Wife, as are herein after in that Behalf mentioned and expressed; and for the settling of the Manors or Lordships, and Manor or reputed Manor of *H. Mill*, Messuages, Farms, Lands, Tenements and Hereditaments herein after mentioned, to the Uses, Intents and Purposes, and subject to and under the Provisoos, Trusts, Limitations and Agreements, herein after expressed; and for and in Consideration of the Sum of 10 s. of, &c. to the said *N. B.* (Party, &c.) in Hand paid by the said *W. J.* and *F. M.* at or before, &c. the Receipt, &c. and for divers other, &c. the said *N. B.* (Party, &c.) hereunto moving, he the said *N. B.* (Party, &c.) hath granted, bargained, sold, released and confirmed, and by these Presents doth grant, &c. unto the said *W. J.* and *F. M.* (in their actual Possession, &c.) and to their Heirs, all that the Manor or Lordship of *M. A.* in the County of *C.* with all the Rights, Members and Appurtenances thereof, and all that Capital Messuage, Mansion or Manor-House of *M. A.* aforesaid, commonly called, &c. with all Barns, Stables, Back-Yards, Orchards, Gardens, and other Appurtenances there-

thereunto belonging, now or late in the Tenure or Occupation of, &c. and also all those several Cloſes and Premiffes, or Parcels of arable Land, called by the ſeveral Names of the, &c. all which Copyhold Lands and Premiffes, are ſituate, &c. and now are, or late were, &c. their Affigns or Under-Tenants, and the Reverſion, &c. of all and ſingular the ſaid Manor or Lordſhip of *A.* and Manor, or reputed Manor of *H.* Meſſuages, Mill, Lands, and other the Premiffes, and every Part and Parcel thereof; and alſo all the Eſtate, &c. either in Law or Equity of him the ſaid *N. B.* (Party, &c.) of, in or unto the ſame Premiffes, and every or any Part or Parcel thereof, (excepting, and always reſerving unto the ſaid *N. B.* (Party, &c.) his Heirs and Affigns,) all and all Manner of Mines and Minerals, being in the Waſte Grounds of *M. A.* aforeſaid, in the County of *C.* together with free Liberty of Ingreſs, Egreſs and Regreſs, Way and Paſſage to and for him the ſaid *N. B.* (Party, &c.) his Heirs and Affigns, with Workmen, Servants and others, and with Horſes, Carts and Carriages, to work in the ſaid Mines, and to dig, prepare and carry away the Metal, Oar and Mineral therein contained, at his and their Wills and Pleaſures; To have and to hold all the ſaid Manor or Lordſhip of *M. A.* and Manor, or reputed Manor of *H.* Mill, Meſſuages, Lands, Tenements and Hereditaments, and all and ſingular, &c. with their, &c. hereby granted, &c. and every of them, and every Part and Parcel of them, and every of them, all their and every of their Appurtenances, (except before excepted,) unto the ſaid *W. J.* and *F. M.* their Heirs and Affigns for ever; to and for the ſeveral Uſes, Intents and Purpoſes, and ſubject to and under the ſeveral Proviſoes, Truſts, Limitations, Powers and Agreements herein after expreſſed, limited, declared and appointed, of and concerning the ſame Premiffes reſpectively, and to and for no other Uſe, Intent or Purpoſe whatſoever, (that is to ſay,) to the Uſe and Behoof of the ſaid *N. B.* (Party, &c.) for and

during the Term of his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Determination of that Estate, then to the Use and Behoof of the said *W. J.* and *F. M.* and their Heirs, during the natural Life of the said *N. B.* (Party, &c.) nevertheless, upon Trust only, and to the Intent to preserve the contingent Uses, and Remainders of the same Premises herein after mentioned, from being defeated, disturbed or destroyed, and for that Purpose to make Entries, and bring Actions, as Occasion shall require; but nevertheless, in Trust to permit and Suffer the said *N. B.* (Party, &c.) and his Assigns, to receive and take the Rents, Issues and Profits of the same Premises, during his natural Life; and from and immediately after the Decease of the said *N. B.* (Party, &c.) to the Use and Behoof of the said *J. B.* for and during the Term of her natural Life, for her Jointure, and in Lieu, full Bar and Satisfaction of her Dower and Thirds at the Common Law, out of all or any the Lands and Hereditaments, in which the said *N. B.* (Party, &c.) now hath, or hereafter shall have any Estate of Inheritance; and from and immediately after the Decease of the said *N. B.* (Party, &c.) and *J.* his Wife, and the Decease of the Survivor of them, to the Use of the said *W. J.* and *F. M.* their Executors, Administrators and Assigns, for and during the Term of 500 Years, from thenceforth next ensuing, and fully to be compleat and ended, without Impeachment of Waste; nevertheless upon the Trusts, and under the Provisoës herein after mentioned and declared, concerning the same Term, and from and after the Expiration or other sooner Determination of 500 Years, to the Use and Behoof of the first Son of the Body of the said *N. B.* (Party, &c.) begotten, or to be begotten, on the Body of the said *J.* his Wife, and the Heirs Males of the Body of such first Son, lawfully issuing; and for Want of such Issue, to the Use and Behoof of the second Son of the Body of the said *N. B.* (Par-

ty, &c.) begotten, or to be begotten on the Body of the said J. and the Heirs Males of the Body of such second Son lawfully issuing; and for Want of such Issue, to the Use and Behoof of the third Son, [*in like Manner at large as for the first and second,*] and for Want of such Issue, then to the Use and Behoof of the fourth, fifth, sixth, seventh, eighth, ninth, tenth, and all and every other Son and Sons of the Body of the said N. B. (Party, &c.) begotten, or to be begotten on the Body of the said J. severally and successively, in Order and Course as they shall be in Seniority of Age and Priority of Birth, and the several Heirs Male of the several and respective Bodies, of every such Son and Sons lawfully issuing; the Elder of such Sons, and the Heirs Male of his Body being always preferred, and to take before the younger of such Sons and the Heirs Male of his Body; and for Want of such Issue, and in Case the said J. shall be *enseint* or with Child of one or more Child or Children by the said N. B. (Party, &c.) at the Time of his Death, then to the Use of the said Sir H. M. N. M. and J. L. and their Heirs, until the said J. shall be delivered of such Child or Children, or die, (which shall first happen,) in Trust, to preserve the contingent Remainders, to any Son or Sons of the said N. B. (Party, &c.) whereof the said J. shall be *enseint* or with Child, at the Death of the said N. B. (Party, &c.) that shall afterwards be born alive; the Remainder to the Use of such after-born Son or Sons, severally and successively, and of the several and respective Heirs Males of the Body or Bodies of such after-born Son or Sons, according to their Priority of Birth; the Elder of such after-born Sons and the Heirs Male of his Body being always preferred, and to take before the Younger, and the Heirs Male of his or their Body or Bodies issuing; and for Want of such issue, then to the Use and Behoof of the said G. B. J. V. Sir H. M. and N. M. their Executors, Administrators and Assigns, for and during the Term of 600 Years, from thence next ensuing,

fuing, and fully to be compleat and ended, without Impeachment of Waste, upon the Trusts, and under the Provisoes in that Behalf herein after mentioned, expressed and declared concerning the same Term; and from and after the Expiration, or other sooner Determination of that Estate, to the Use and Behoof of the said N. B. (Party, &c.) his Heirs and Assigns for ever; and it is hereby declared and agreed by and between all and every the Parties to these Presents, and the true Intent and Meaning of them and every of them, and of these Presents is, that the said Term of 500 Years, so as aforesaid, limited to the Use of the said W. J. and F. M. their Executors, Administrators and Assigns, is so limited unto them, upon the Trusts, and under the Provisoes herein after mentioned, declared and expressed, of and concerning the same; (that is to say,) upon Trust, and to the Intent and Purpose, that they the said W. J. and F. M. and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and will, as soon as conveniently may be, after the Decease of the said N. B. (Party, &c.) in Case the said J. his Wife, shall survive him the said N. B. (Party, &c.) and that there shall be any Issue of the Body of the said J. begotten by the said N. B. (Party, &c.) living at the Time of the Decease of him the said N. B. (Party, &c.) or born alive afterwards, by or out of the Rents, Issues or Profits of all and singular the Premises so limited, in Use, for the Term of 500 Years, as aforesaid, or by leasing or mortgaging thereof, or of any Part thereof, or by other Ways or Means whatsoever, (other than by the Sale thereof, or of any Part thereof,) raise and levy the Sum of 1000 *l.* to be paid unto the said J. her Executors, Administrators and Assigns, subject to the Trusts, and to the Intents and Purposes herein after mentioned, that is to say, as to 500 *l.* Part of the said Sum of 1000 *l.* to the sole, proper and absolute Use of the said J. her Executors, Administrators and Assigns; and as to 500 *l.* Re-

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fidue of the said Sum of 1000 *l.* to the Intent that she shall receive the Proceed and Interest of the said last mentioned Sum of 500 *l.* during her Life, to her own Use; and from and after her Decease, the said last mentioned Sum of 500 *l.* to be paid and distributed to and amongst such Child or Children of the said *J.* by the said *N. B.* (Party, &c.) begotten, or to be begotten, or any of them as shall be living at the Time of her Decease, in such Shares and Proportions, as by the said *J.* either by her last Will and Testament, or by any other Writing, under her Hand and Seal, to be subscribed in the Presence of three or more credible Witnesses, shall in that Behalf be limited, declared or appointed; and for Want or upon the Failure of such Limitation, Declaration or Appointment as aforesaid, then the said last mentioned Sum of 500 *l.* to be paid unto or distributed amongst all and every the younger Children of the Body of the said *J.* begotten, or to be begotten by the said *N. B.* (Party, &c.) as shall be living at the Time of her Decease; and it is hereby further declared and agreed, by and between all and every the said Parties to these Presents, that the said Term of 500 Years, is so limited to or to the Use of them the said *W. J.* and *F. M.* as aforesaid, upon this further Trust and Confidence, and to the Intent and Purpose, that they the said *W. J.* and *F. M.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and will, within the Space of one Year, next after the Decease of the said *N. B.* (Party, &c.) in Case the said *J.* his Wife, shall survive him, and there shall be no Issue of the Body of the said *N. B.* (Party, &c.) begotten, or to be begotten, on the Body of the said *J.* which shall be living at the Time of the Decease of the said *N. B.* (Party, &c.) or which shall be born alive after his Death, by and out of the Rents, Issues, Profits and Fines, of all and singular the Premises so limited in Use to them for the Term of 500 Years as aforesaid, or by Lease, Sale or Mortgaging thereof,

or of any Part thereof, or by any other Ways or Means whatsoever, raise and levy the Sum of 2500 *l.* of, &c. to be paid unto the said *J.* her Executors, Administrators and Assigns, to the proper and only Use of her the said *J. B.* her Executors, Administrators and Assigns; and the said Term of 500 Years herein and hereby limited in Use as aforesaid, shall be upon this further Trust and Confidence, that in Case the said *N. B.* (Party, &c.) shall have Issue by the said *J.* one Son, and also one or more other Child or Children, that the said *W. J.* and *F.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and may, by and with the Consent of the said *N. B.* (Party, &c.) if living, otherwise without such Consent, by leasing or mortgaging of all and singular the Premises, in the said Term of 500 *l.* Years comprized, or any Part thereof, or by or out of the Rents, Profits and Fines thereof, or of any Part thereof, for all or any Part of the said Term of 500 Years, or by any other Ways or Means, (except only by Sale thereof,) as to them, or the Survivor of them, or the Executors or Administrators of such Survivor, shall seem meet and convenient, levy and raise the Sum of 1000 *l.* for the Portion of the Daughter or younger Child of the said *N. B.* (Party, &c.) on the Body of the said *J.* his Wife, to be begotten, in Case the said *N. B.* (Party, &c.) shall depart this Life, leaving Issue by the said *J.* his Wife, only one Son and one other Child, either born in his Life-Time or after his Decease; and in Case the said *N. B.* (Party, &c.) shall depart this Life, leaving Issue by the said *J.* his Wife, one Son, and also two or more Children, either born in the Life-Time of the said *N. B.* (Party, &c.) or after his Decease, then in Trust to raise the Sum of 2000 *l.* for the Portion or Portions of any Child or Children of the said *N. B.* (Party, &c.) on the Body of the said *J.* his Wife, to be begotten, (other than their eldest or only Son,) equally to be divided betwixt and amongst them, if more than one; and with

and subject to such further Declarations, Limitations, Restrictions and Agreements, as are herein afterwards expressed concerning the aforesaid Portion or Portions, and the Maintenance of such Children as aforesaid, or otherwise concerning this Term of 500 Years: Provided always, that from and after such Time, that all the Trust herein mentioned concerning the said Term of 500 Years, shall be fully performed, and likewise the said Trustees and their respective Executors, Administrators and Assigns, shall be fully reimbursed all such Charges, which they or any of them shall expend or be put unto, in Relation to the same Trust; that then and from thenceforth the said Term of 500 Years shall cease, determine and be utterly void; and as for and concerning the said Term of 600 Years, herein before limited, to the use of the said G. B. J. W. H. M. and N. M. as aforesaid, it is declared and agreed by and between all and every the said Parties to these Presents, and the true Intent and Meaning of them and every of them, and of these Presents, is, that the said Term of 600 Years so limited to them the said G. B. & al', is upon the Trust, and under the Proviso herein after declared and expressed, of and concerning the same, (that is to say,) upon the Trust, and to the Intent and Purpose, that they the said G. B. &c. the Survivors and Survivor of them, and the Executors, Administrators or Assigns of such Survivor, shall and may, from and after the several Deceases of the said N. B. (Party, &c.) and J. his Wife, in Case the said N. B. (Party, &c.) shall, &c.

Penalty 500 l.

Special Condition.

The Condition, &c. That if R. W. the now Wife of the abovenamed J. W. Clerk, do and shall survive him the said J. W. Clerk, then if the abovesaid J. W. his Heirs, Executors or Administrators, or any of them, do

do and shall yearly and every Year, from and after the Death of the said *J. W.* Clerk, for and during the natural Life of the said *R. W.* pay or cause to be paid unto the said *R. W.* the yearly Annuity or Sum of 20 *l.* of lawful Money of *Great Britain*, at the four most usual Feasts or Days of Payment in the Year, (that is to say, *&c.* by even and equal Portions, the first Payment thereof to be made at or upon such of the said Feasts, or Days of Payment, which shall first happen after the Death of the said *J. W.* Clerk; then this Obligation to be void and of none Effect: But if Default shall happen to be made of or in Payment of the said yearly Sum of 20 *l.* quarterly, upon any of the said Feasts or Days of Payment, on which the same is made payable, or ought to be paid, as aforesaid; then this Obligation is to remain, and be in full Force and Virtue.

A Consideration in a Marriage Settlement.

(16.) **T**HIS Indenture, *&c.* between, *&c.* witnesseth, that as well in Consideration of a Marriage already had and solemnized between the said *A. H.* and the said Lady *E.* as of the Sum of 5000 *l.* of, *&c.* now in Hand paid by the said *J.* Earl of *B.* to the said *A. H.* and of the further Sum of 5000 *l.* of like lawful Money secured to be paid to the said *A. H.* after the Death of the said Earl of *B.* which said Sums of 5000 *l.* and 5000 *l.* so paid and secured, amount to the Sum of 10000 *l.* the Portion of the said Lady *E.* the Payment and Security whereof the said *A. H.* doth hereby acknowledge, and doth accept the same, in full of the Portion provided for the said Lady *E.* by the Marriage Settlement of the said Earl of *B.* made on his Marriage with the Right Honourable Lady *L.* Daughter of the Most Noble *C.* Duke of *R.* deceased, and thereof, and

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of and from every Part and Parcel thereof, and of all other Portions and Provisions made for the said Lady *E. H.* he the said *A. H.* doth hereby acquit, release and for ever discharge the said *J.* Earl of *B.* his Heirs, Executors and Administrators, and all Lands, Tenements and Hereditaments, tied and liable to the Payment thereof, except the Lands tied and liable to pay the said Sum of 5000 *l.* secured as aforesaid, and for settling a Jointure for the better Support and Livelihood of the said Lady *E. H.* in full Bar of her Dower; and for settling and assuring the Messuages, Lands, Tenements and Hereditaments, herein after mentioned to be granted and released, in the Name, Blood and Family of the said *A. H.* subject to the Trusts, Provisoos, Limitations and Agreements herein after mentioned, declared and expressed; and for and in Consideration of the Sum of 10 *s.* of, &c. to the said *A. H.* in Hand paid by the said *W.* Lord *C.* and *J. H.* at and before the Ensealing and Delivery hereof, the Receipt whereof is hereby acknowledged; and for divers other good Causes and Considerations him hereunto especially moving, he the said *A. H.* hath granted, bargained, sold, aliened, released and confirmed, &c.

A Settlement of Lands, where Part of the Purchase Money was paid by a Papist, and secured on the Estate.

THIS Indenture quinquupartite, made the nineteenth (17.) Day of September, in the Year of our Lord *Christ* 1728, between *W. B.* Citizen and Merchant Taylor of *L.* and *J. C.* of the Parish of *St. J. W.* in the County of *M.* Esq; of the first Part, *E. B.* of the same Place, Gent. of the second Part, and *S. S.* of *B.* in the County of *K.* Widow, of the third Part, *J. M.* of *C.* in the County of *K.* Shipwright, and *M.* his Wife, and *A. S.*

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of the same Place, Spinster, which said *M.* and *A.* are the only Children of the said *S. S.* of the fourth Part, and *T. R.* of *L. Gent.* of the fifth Part: Whereas the said *A. S.* by Articles of Agreement, dated, &c. among other Things therein mentioned, did covenant and agree to settle and give to her said Daughter *M.* now Wife of the said *J. M.* the Sum of 4000 *l.* for her Marriage Portion, which by the said *J. M.* and *M.* his Wife, is agreed to be laid out in the Purchase of Lands, to be settled, as is herein after expressed. And whereas *J. C.* being seised of a Messuage, and certain Copyhold Lands, freehold Lands, in the County of *D.* of the yearly Value of 350 *l.* the said *J. M.* and *M.* his Wife, with the Approbation of the said *S. S.* did agree that the said 4000 *l.* might be laid out in the Purchase of the said *J. C.*'s Estate; but the annual Value of the said Lands being 350 *l.* and the Purchase amounting to 7000 *l.* the said *J. M.* did desire the said *S. S.* to lend the Sum of 3000 *l.* to compleat the said Purchase, and pay the Fines for Copyhold Lands, and other Charges, and for securing thereof, did agree to secure to the said *S. S.* the said Sum of 3000 *l.* on the said purchased Lands: And whereas, pursuant to the said Agreement, in Consideration of the Sum of 7000 *l.* the said *J. C.* and *M.* his Wife, by Indentures of Lease and Release, bearing Date the 16th and 17th Days of this Instant *September*, and by Fine levied pursuant to the Covenants in the said Release contained, did grant and convey the several Freehold Lands, Tenements and Hereditaments herein after mentioned to the said *W. B.* and *J. C.* and their Heirs, which said Conveyance was to them made, in Trust only that they should settle and assure the same to the several Uses herein mentioned and expressed: Now this Indenture witnesseth, that in Pursuance of the said Trust, and for and in Consideration of 10 *s.* of lawful Money of *Great Britain*, by the said *E. B.* to the said *W. B.* and *J. C.* in Hand respectively paid, at and before the Ensealing and Delivery of these Presents, the Receipt

whereof

whereof is hereby acknowledged, and for the settling and assuring the said Lands, Tenements and Hereditaments, to the several Uses, Intents and Purposes, and subject to the Provisoes, Limitations and Agreements herein after expressed, and for divers other good and valuable Considerations hereunto especially moving, they the said *W. B.* and *J. C.* by the Directions and Appointment, and at the Request of the said *S. S. J. M.* and *M.* his Wife, testified by their being Parties to, and signing and sealing these Presents, have, and each of them hath, bargained, sold, aliened, released, and confirmed, and by these Presents do, and each of them doth, fully, clearly and absolutely bargain, sell, alien, release and confirm unto the said *E. B.* in his actual Possession now being by Virtue of a Bargain and Sale to him thereof made for one Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and by Force and Virtue of the Statute for transferring Uses into Possession, and to his Heirs and Assigns, all those, &c. and all the Houses, Edifices, Buildings, Barns, Stables, Hedges, Ditches, Trees, and the Ground and Soil thereof, Fences, Free-bonds, Mounds, Woods, Underwoods, Ways, Waters, Water-courses, Commons and Common of Pasture, Fishings, Profits, Commodities, Emoluments, Hereditaments and Appurtenances to the said, &c. belonging, or in any wise appertaining, or accepted, reputed, deemed, taken, known, let, or used as Part or Parcel of them, or any of them, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and all the Estate, Right, Title, Interest, Use, Trust, Possession, Property, Claim and Demand of them the said *J. C.* and *M.* his Wife, of, in and to the same, together with all Deeds, Evidences, Muniments and Writings, now in the Possession of *J. C.* and *M.* his Wife, or any other in Trust for them, or by their or either of their Delivery, and which they can come by without Suit in Law or Equity; To have and to hold the said Lands, Tenements, Heredi-

Hereditaments, and all and singular other the Premises, with their and every of their Appurtenances, the said E. B. his Heirs and Assigns, to the several Uses, Intents and Purposes, and subject to the Trusts, Provisoos, Limitations and Agreements herein after mentioned, declared and expressed, that is to say, to the Use and Behoof of the said T. R. his Executors, Administrators and Assigns, for and during, and unto the full End and Term of ninety-nine Years, to commence from the twenty-fourth of *June* now last past, and fully to be compleat and ended, without Impeachment of Waste, on such Trust and Confidences, and to such Ends, Intents and Purposes, as are herein after mentioned, declared and expressed touching the said Term and Estate of ninety-nine Years, and from and after the End, Expiration, or other sooner Determination of the said Term of ninety-nine Years, then to the Use and Behoof of the said J. M. and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste, and from and after his Decease, then to the Use and Behoof of M. the Wife of the said J. M. for and during the Term of her natural Life, without Impeachment of Waste; and after the Determination of the said Estate, then to the Use and Behoof of the said W. B. and J. C. their Heirs and Assigns, during the natural Lives of the said J. M. and M. his Wife, and the Survivor of them, upon Trust only to preserve the contingent Uses and Estates, herein after limited, from being barred and destroyed; yet so as to permit and suffer the said J. M. and M. his Wife, and the Survivor of them, during their respective Lives, to receive and take the Rents, Issues and Profits of the said Premises, to their Uses respectively; and from and after the Decease of the said J. M. and M. his Wife, and the Decease of the Survivor of them, then to the Use and Behoof of P. M. eldest Son and Heir apparent of the said J. M. and the Heirs Males of the Body of the said P. M. lawfully issuing; and for Want of such Issue,

to the Use and Behoof of the second, third, fourth, fifth, sixth, seventh, and all and every other the Son and Sons of the Body of the said *M. M.* lawfully to be begotten, and the Heirs Male of the respective Body and Bodies of such second, third, fourth, fifth, sixth, seventh, and other Sons lawfully issuing; the eldest of such Son and Sons, and the Heirs Male of his and their Body and Bodies issuing, being always preferred to take before the younger of such Son and Sons, and the Heirs Male of his and their respective Body and Bodies issuing, according to their Priority of Birth, and Seniority of Age; and for Want of such Issue, to the Use of the Daughter and Daughters, on the Body of the said *M. M.* lawfully to be begotten, and the Heirs of the Body or Bodies of such Daughters lawfully issuing; they if more than one, to take Share and Share alike, as Tenants in Common, and not as Joint-Tenants; and for Want of such Issue, to the Use and Behoof of the said *A. S.* youngest Daughter of the said *S. S.* for and during the Term of her natural Life, without Impeachment of Waste; and from and after the Determination of that Estate, to the Use and Behoof of the said *W. B.* and *J. C.* and their Heirs, during the natural Life of the said *A. S.* upon Trust only to preserve the contingent Uses and Estates herein after limited from being barred or destroyed; yet so as to permit and suffer the said *A. S.* and her Assigns, to receive the Rents and Profits of the said Premises to her own Use, during the Term of her natural Life; and from and after her Decease, to the Use and Behoof of the first Son of the Body of the said *A. S.* lawfully to be begotten, and the Heirs Male of the Body of such first Son lawfully issuing; and for Want of such Issue, to the Use and Behoof of the second, third, fourth, fifth, sixth, seventh, and all other the Son and Sons of the Body of the said *A. S.* lawfully to be begotten, and the Heirs Male of the Body and Bodies of such second, third, fourth, fifth, sixth, seventh, and other Sons lawfully issuing; the Elder of such Son and Sons, and the

Heirs Male of his and their respective Bodies issuing; being always to be preferred, and to take before the younger of such Son and Sons, and the Heirs Male of their respective Bodies issuing, according to the Priority of Birth, and Seniority of Age; and for Want of such Issue, to the Use and Behoof of the Daughter and Daughters of the Body of the said *A. S.* lawfully to be begotten, and the Heirs of the Body of such Daughter or Daughters, lawfully issuing; they, if more than one, to take Share and Share alike, as Tenants in Common, and not as Joint-Tenants; and for Want of such Issue, to the Use and Behoof of such Person and Persons, and to such Uses, Estates, Intents and Purposes, as the said *S. S.* shall by any Deed or Writing, or by her Last Will and Testament in Writing, attested by two or more credible Witnesses, direct or appoint; and for Want of such Direction or Appointment, to the Use of the said *S. S.* her Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever, or otherwise howsoever; and as to, for and touching the said Term of ninety-nine Years, so limited to the said *T. R.* his Executors, Administrators and Assigns, as aforesaid, it is hereby declared and agreed by and between the said Parties, that the same is so limited on the Trusts and Confidences, and to the Ends, Intents and Purposes herein after mentioned and declared, that is to say, upon Trust to secure the said Sum of 3000 *l.* so lent and advanced by the said *S. S.* as aforesaid, and the Interest thereof, and for Re-payment of the same, in such Manner as is herein after expressed; (that is to say,) upon Trust, that the said *T. R.* his Executors, Administrators and Assigns, shall from Time to Time, during the natural Life of the said *S. S.* by and out of the Rents, Issues and Profits of the said Premises, raise and pay the Sum of 150 *l.* yearly, being the Interest and Proceed of the said 3000 *l.* to such Person and Persons, as the said *S. S.* shall, by any Writing signed by her, direct and appoint the same to be paid half-yearly,

at *Lady-day* and *Michaelmas*; the first Payment to begin upon *Lady-Day* next, and upon this further Trust, after the Decease of the said S. S. and not before, by and out of the Rents, Issues and Profits of the said Premises, or by Mortgage, or otherwise, raise the said Sum of 3000 *l.* and pay the same to such Person and Persons, and for such Uses, Intents and Purposes, as the said S. S. shall by her Last Will direct or appoint; and for Want of such Directions and Appointment, after Payment of the said T. R.'s Charges and Expences, occasioned by the Trust hereby reposed in him, upon Trust, that the said Term and Estate shall wait upon the Freehold and Inheritance of the said Premises; any Thing herein before contained to the Contrary thereof in any wise notwithstanding: Provided always, and it is hereby declared and agreed, by and between the said Parties to these Presents, that it shall and may be lawful to and for the said J. M. and M. his Wife, and A. S. as they shall respectively and actually come into Possession of the said Premises, from Time to Time, during their respective natural Lives, by any Deed or Deeds, Writing or Writings, to make any Lease or Leases of the said Premises, or any Part thereof, to any Person or Persons, for any Term or Number of Years not exceeding 21 Years, in Possession, and not in Reversion, or upon a Day to come; so as upon every such Lease or Leases there be reserved or made payable, during the Continuance thereof, the best and most improved Rent and Rents, as can reasonably be gotten for the Premises so to be leased, at the Time of Making such Lease and Leases; and so as the same be not made without Impeachment of Waste by any express Words; and so as the Lessee or Lessees, to whom such Lease or Leases shall be made, do execute Counter-parts of such Lease and Leases; any Thing before contained to the Contrary thereof in any wise notwithstanding: And whereas in and by the said recited Indenture of Release, whereby the said Premises, hereby granted and released, were conveyed.

veyed to the said *W. B.* and *J. C.* and their Heirs, on the Trusts aforesaid, the said *J. C.* did covenant to and with the said *W. B.* and *J. C.* and their Heirs, that he the said *J. C.* and *M.* his Wife, should and would at the Request, Costs and Charges of the said *W. B.* and *J. C.* and their Heirs, by Surrender or Common Recovery, according to the Custom of the Manor of, &c. convey to the said *W. B.* and *J. C.* and their Heirs, or to such Person and Persons, and to such Uses, Trusts, Intents and Purposes, as the said *W. B.* and *J. C.* and the Survivor of them, and his Heirs, should appoint all and every the Copyhold Messuages, Lands, Tenements and Hereditaments in the said Indenture of Release plainly mentioned, expressed, abutted and described: Now this Indenture further witnesseth, that they the said *W. B.* and *J. C.* do by these Presents direct and appoint the said *J. C.* and *M.* his Wife, by Surrender and Common Recovery, according to the Custom of the said Manor, or otherwise as Counsel shall advise, to surrender, settle and assure all and every the said Copyhold Messuages, Lands, Tenements and Hereditaments, to the Use of the said *T. R.* for ninety-nine Years, in Trust for the better securing the said Sum of 3000 *l.* and the Interest thereof, in such Manner and Form as is herein before mentioned and expressed; and after the Determination of the said Term of ninety-nine Years, to the Use of the said *J. M.* and *M.* his Wife, for their natural Lives, and the Life of the longest Liver of them, Remainder to the first and other Sons of the Body of the said *M.* in Tail Male, respectively, Remainder to the Daughter or Daughters of the said *M.* in Tail general, Remainder to the said *A. S.* for the Life, Remainder to her first and other Sons, in Tail Male, Remainder to the Daughter and Daughters of the said *A. S.* in Tail general; and for Want of such Issue, to the Use of such Person and Persons as the said *S. S.* shall by her Last Will and Testament direct and appoint; and for Want of such Direction and Appointment, to the Use of the

faid S. S. her Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever or howsoever. *In Witness, &c.*

Surrender.

A Surrender of a Trust, and a Release of all Claims.

TO all People to whom these Presents shall come, (1.)
 I A. B. of, &c. send Greeting: Whereas in
 and by one Indenture of Lease, bearing Date,
 &c. [*Recite a Lease from and to the said A. B.*] Now
 know ye, that I the said A. B. do declare, that my
 Name was only used in Trust for the Use, Benefit and
 Behoof of C. D. of, &c. Gent. his Executors and Ad-
 ministrators: And further know ye, that I the said A. B.
 in Discharge of the Trust in me reposed, and at the Re-
 quest of the said C. D. have remised, released, surrendered,
 assigned and set over, and by these Presents, do for me,
 my Executors and Administrators, freely and absolutely
 remise, release, surrender, assign and set over unto the said
 C. D. his Executors and Assigns, all the Estate, Right,
 Title, Interest, Use, Trust, Benefit, Claim and Demand
 whatsoever, which I the said A. B. now have, or which
 I, my Executors or Administrators, shall or may have
 or claim into the said Premises, or of or in any Sum
 or Sums of Money, or other Matter or Thing whatso-
 ever, in the said Indenture contained, mentioned and
 expressed; so that neither I the said A. B. my Execu-
 tors or Administrators, or any of us, at any Time here-
 after, shall or will ask, claim, challenge or demand any
 Interest, Use, Benefit, Trust, Privilege or other Thing,
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in any Manner whatsoever, by Reason or Means of the said Indenture, or any Covenant therein contained, but thereof and therefrom, and from all Actions, Suits and Demands, which I, my Executors or Assigns may have concerning the same, shall be utterly excluded, and for ever debarred by these Presents. *In Witness* whereof, I the said A. B. have hereunto set my Hand and Seal, &c.

A Surrender to be endorsed.

- (2.) **T**O all to whom these Presents shall come, the within named J. M. and B. P. send Greeting : Whereas by Indenture of Lease and Release, dated respectively the twenty-second and twenty-third Days of *October*, and in the Year, &c. the Release being quadripartite, and made between R. S. of, &c. in the County of G. and E. S. his Son and Heir apparent, of the first Part, N. N. of, &c. of the second Part, H. R. and S. E. of the third Part, and W. V. of the fourth Part, all that, &c. called, &c. in B. in the County of W. was granted and conveyed to the said H. R. and S. E. to make them Tenants to the *Præcipe*, in order to suffer a Common Recovery, which was accordingly suffered, and is thereby declared to be to the Use of the said W. V. for 500 Years ; Remainder to the said R. S. and E. S. their Heirs and Assigns for ever : And whereas by Indenture dated the thirtieth Day of *June Anno Domini*, &c. the said W. V. by Direction of the said R. and E. S. did assign the said Term of 500 Years to the said J. M. and B. P. who was only a nominal Trustee for the said J. M. redeemable on Payment of 200 *l.* and Interest : And whereas on the Marriage of the said E. S. with E. S. one of the Daughters of M. S. and W. it was agreed, that the said Mortgage Debt should be
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- paid

paid out of the said E. S.'s Fortune, and that on Payment thereof, the said Mortgage Term should be surrendered: And whereas the said Mortgage is paid off by the said M. S. and the Reversion expectant on the said Term, is now vested in the said E. S. Now know ye, that the said J. M. and by his Direction, the said B. P. have surrendered and yielded up, and by these Presents do surrender and yield up to the said E. S. the said Term of 500 Years, and all the within assigned Premises, and all their Estate, Right, Title, Interest, Term and Terms of Years, of and in the said Premises; and the said J. M. and B. P. for themselves severally, and not jointly, do covenant with the said E. S. that they have no ways incumbered the within assigned Premises, or any Part thereof. *In Witness* whereof the said J. M. and B. P. have hereunto set their Hands and Seals, the seventh Day of *July* in the fifth Year of the Reign, &c. and in the Year of our Lord, &c.

A Surrender of a Mortgage Term.

THIS Indenture made, &c. between, &c. [*Recite (3.) the Mortgage over the Proviso; then recite the Assignment,*] as in and by the said recited Indenture of Mortgage and Assignment thereof, Relation being to them respectively had, may appear: Now this Indenture witnesseth, that the said A. B. by the Direction of the said, &c. testified, &c. hath assigned and surrendered, and by these Presents, by and with the Consent of the said J. W. testified as aforesaid, doth assign and surrender unto the said A. B. all his Estate, Right, Title and Interest, of, in and to all that the Manor, &c. and all Messuages, &c. with the Rights, Members and Appurtenances; and the Reversion and Reversions thereof, and all Rents thereupon reserved; To have and to hold the said Manor, Messuage,

age, &c. with their Rights, Members and Appurtenances thereof, and of every Part and Parcel thereof, unto the said A. B. and his Heirs, for and during all such Estate and Term, as he the said J. W. hath or ought to have therein or thereunto. [*Covenant from the Assignee to the Mortgagor, that he hath done no Act to Incumber the Premises.*] In Witness, &c.

A Surrender of a Term of sixty Years, which was created for securing an Annuity to a Person, who being Dead, and the Estate sold, it is agreed the same Term shall be surrendered, in Order to be extinguished, pursuant to the Direction of the Deed by which it was created.

- (4.) **T**HIS Indenture quadripartite, made, &c. between J. R. of, &c. and K. his Wife, of the first Part, M. K. Spinster, only surviving Daughter of the said J. and K. R. of the second Part, G. H. of, &c. who intermarried with E. R. lately deceased, who was the other Daughter of the said J. R. and K. his Wife, of the third Part, and H. H. of, &c. Executor of the Last Will and Testament of R. H. &c. of the fourth Part: Whereas by Indenture of Settlement of seven Parts, dated, &c. and made between the said J. R. of the first Part, K. R. by her then Maiden Name and Addition of K. S. of, &c. Spinster, one of the Daughters and Co-heirs of G. S. late of, &c. deceased, M. S. of, &c. Widow and Relict of the said G. S. deceased, and Mother of the said K. S. of the second Part, E. E. of, &c. and J. C. of, &c. of the third Part, R. H. of the fourth Part, W. P. of, &c. and J. M. of, &c. of the fifth Part, W. E. &c. and J. C. of the sixth Part, and T. A. of, &c. of the seventh Part; and by Fine thereupon, pursuant to the Covenants in the said Indenture contained, all that, &c. were, amongst
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other

other Lands in the said Indenture mentioned, limited in Use to the said R. H. his Executors, &c. for the Term of sixty Years, Remainder to the said J. R. for his Life, with divers Remainders over; and thereby the said Term of sixty Years is declared to be in Trust for the better Securing an Annuity or yearly Rent-Charge of, &c. to the said M. S. for her Life, to be issuing and going out of all the said Moiety and other Parts of the said Manor, Messuages, &c. Tithes and Hereditaments in the said County of, &c. and from and after the Death of the said M. S. and full Payment made of the said Annuity or yearly Rent-Charge, and all Arrears thereof, then upon further Trust, that he the said R. H. his Executors, Administrators and Assigns, should surrender the said Term of 60 Years, so and in such Manner as the same might be merged, drowned and extinguished, as in and by the said recited Indenture, Relation, &c. may appear: And whereas the said M. S. is dead, and whereas the said R. H. afterwards Sir R. H. is departed this Life, having first made his Last Will and Testament in Writing, and the said H. H. his Executor, who duly proved the said Will in the Prerogative Court of C. whereby the said H. H. became legally possessed of the said Premises, for the Residue of the said Term of sixty Years, on the Trust aforesaid: And whereas the said J. R. had Issue by the said K. two Daughters only, viz. the said M. R. and E. who intermarried with the said, G. H. and is since dead: And whereas the said E. G. of, &c. and H. B. of, &c. have contracted and agreed for the absolute Purchase of the said Premises, for the Sum of, &c. And whereas it is agreed that the said Term of sixty Years shall be surrendered, in order to extinguish the same: Now this Indenture witnesseth, that in Order to extinguish the said Term of sixty Years, and for the Consideration aforesaid, and in Consideration of the Sum of 10 s. of, &c. to the said H. H. in Hand well and truly paid by the said J. R. at or before the Enfealing and Delivery of these Presents, the Re-

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ceipt,

ceipt, &c. and for divers other good Causes and Considerations him hereunto moving, he the said *H. H.* hath surrendered and yielded up, and by these Presents, by the Direction of the said *J. R.* and *K.* his Wife, *M. R.* and *G. H.* testified by their being made Parties to, and signing and sealing these Presents, doth surrender and yield up unto the said *J. R.* all that the said Moiety, &c. and all and singular the Premises in and by the said recited Indenture limited to the said *R. H.* for the Term of sixty Years, and since vested in the said *H. H.* for the Residue of the said Term, with their and every of their Appurtenances; and all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever, of him the said *H. H.* in and to the said Premises hereby surrendered or intended so to be, and every Part and Parcel thereof; and the said *H. H.* for himself, his Executors and Administrators, doth covenant, promise, grant and agree, to and with the said *J. R.* his Executors and Administrators by these Presents, that he the said *H. H.* hath not at any Time heretofore done or committed any Act, Matter or Thing whatsoever, whereby or by Means whereof the said Moiety or half Part of the said Messuages, Lands and Premises herein before mentioned, to be hereby surrendered, or any Part thereof, is, are, or may be impeached or incumbered, in Title, Charge, Estate, or otherwise howsoever. *In Witness, &c.*

*A Surrender of a Lease to a Dean and Chapter,
upon Condition to grant a new Lease.*

- (5.) **T**HIS Indenture made, &c. between *L. N.* of, &c. of the one Part, and *R. L.* of, &c. Dean of, &c. and the Chapter of the same Church, of the other Part : Whereas in and by one Indenture bearing Date,

ſc. and made, ſc. between *W. A.* of, ſc. of the one Part, and *R. G.* of, ſc. of the other Part, the ſaid *W. A.* did, for the Conſideration therein mentioned, grant and to farm let unto the ſaid *R. G.* all that Meſſuage, ſc. ſituate, ſc. and then, or late in the Tenure or Occupation of, ſc. To hold the ſame unto the ſaid *R. G.* his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of the ſaid Indenture, for the Term of ninety-nine Years, fully to be compleat and ended, if, ſc. ſhould ſo long live, at and under the yearly Rent of, ſc. as in and by the ſaid recited Indenture, Relation being thereunto had, more at large may appear: And whereas the ſaid Meſſuage, or Tenement and Premiffes, are ſince, by mean Aſſignments, legally come to and veſted in the ſaid *A. N.* for the Remainder of the ſaid Term of ninety-nine Years above recited, which is now to come and unexpired: Now this Indenture witneſſeth, that the ſaid *A. N.* for and in Conſideration and to the Intent and Purpoſe that the ſaid Dean and Chapter, or their Succeſſors, ſhall and will before the, ſc. Day of, ſc. next enſuing the Date of theſe Preſents, demife, grant, and to Farm let unto the ſaid *A. N.* his Heirs and Aſſigns, all and ſingular the above mentioned Premiffes with the Appurtenances; To have and to hold the ſame Premiffes unto the ſaid *A. N.* his Heirs and Aſſigns, for and during the natural Lives of him the ſaid *A. N.* and, ſc. and the Life of the longer Liver of them, hath ſurrendered and yielded up, and by theſe Preſents doth ſurrender and yield up unto the ſaid Dean and Chapter, the above recited Indenture of Leaſe of the Premiffes, and all the Eſtate, Right, Title, Inter-eſt, Claim and Demand whatſoever, which the ſaid *A. N.* now hath, in or to the Premiffes, or in or to any Part or Parcel thereof, by Virtue of the ſaid Indenture of Leaſe, and any Aſſignment or Aſſignments thereof whatſoever: Provided always, and upon Condition nevertheleſs, that if the ſaid Dean and Chapter, or their Succeſſors, ſhall not before the ſaid, ſc. next enſuing the Date hereof,
make

make and execute a good and sufficient Lease in the Law, of all and singular the Premises above mentioned, unto the said A. N. and, &c. as is before expressed, according to the true Intent and Meaning of these Presents, then this Surrender to be utterly void, and of none Effect; any Thing herein before contained to the Contrary thereof in any wise notwithstanding. *In Witnesses, &c.*

A Surrender of a Lease for Life of Church Lands to the Bishop.

- (6.) **T**O all People, &c. B. M. of, &c. sendeth Greeting: Whereas I the said B. M. am at this present lawfully and sole seised, for the Term of my natural Life, of and in all that Messuage or Tenement, with the Appurtenances, now in the Tenure or Occupation of, &c. situate, &c. by Virtue of one Indenture of Lease, bearing Date, &c. thereof, made and granted by the Right Reverend Father in God J. late Bishop of, &c. unto me the said B. M. and to R. my then Wife, and now deceased, and to B. M. the younger, then my Son, and now also deceased, for the Term of our Lives, and the Life of the longer Liver of us; and whereas the said Reversion of all and singular the said Premises doth belong and appertain to the Right Reverend Father in God S. by Divine Permission, now Lord Bishop of, &c. and his Successors: Now know ye, that I the said B. M. for divers good Causes and Considerations me hereunto moving, have surrendred and yielded up, and by these Presents do fully, freely and absolutely surrender and yield up unto the said S. Lord Bishop of, &c. and his Successors, as well the said Messuages or Tenements, and other the Premises, with the Appurtenances, as also all my Estate for the Term of my natural Life, of
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and

and in the same ; together with the said Indenture, and all my Right, Title and Interest, of and in all and singular the Premises, with the Appurtenances; To have and to hold the said Messuage or Tenements and Premises, with the Appurtenances unto the said S. Lord Bishop of, &c. and his Successors, from henceforth for ever. *In Witness* whereof, I the said B. M. have hereunto set my Hand and Seal, this first Day of May, in the Year of our Lord God one Thousand seven Hundred twenty and one, and in the eighth Year of the Reign of our Sovereign Lord George, by the Grace of God, of Great Britain, France and Ireland King, Defender of the Faith, &c.

A Surrender of a Messuage and Lands, held for ninety-nine Years, to the next in Reversion, and his Heirs.

TO all People, &c. A. B. of, &c. sendeth Greeting: (7.)
Whereas the said A. B. is possessed of and interested in one Messuage or Tenement, lying and being in, &c. for the Remainder of a Term of ninety-nine Years, determinable on the Deaths of him the said A. B. and C. D. of, &c. the Reversion whereof doth belong to F. F. of, &c. Esq; Now know ye, that the said A. B. for and in Consideration of the Sum of, &c. to him in Hand paid by the said F. F. the Receipt whereof the said A. B. doth hereby confess and acknowledge, he the said A. B. hath surrendered and yielded up, and by these Presents doth surrender and yield up unto the said F. F. his Heirs and Assigns for ever, the said Messuage or Tenement and Premises above mentioned; and all the Estate, Right, Title, Interest, Property, Profit, Claim and Demand whatsoever of him the said A. B. of, in and to the same. *In Witness*, &c.

A Surrender of Lands, held by Chattel Lease, to him next in Remainder.

- (8.) **T**O all People, &c. *A. H.* of, &c. fendeth Greeting:
Whereas the said *A. H.* by Virtue of one Indenture of Lease, bearing Date, &c. granted by, &c. stands possessed of, and interested in all that Messuage or Tenement, with the Appurtenances, situate, &c. and of and in all those Closes, &c. to the said Messuage or Tenement belonging or appertaining for the Remainder of a certain Term of ninety-nine Years, determinable on the Death of the said *A. H.* as by the said Lease may appear. Now know ye, that the said *A. H.* for and in Consideration of the Sum of, &c. to her in Hand paid by *W. S.* of, &c. at and before the Enfealing and Delivery of these Presents, the Receipt whereof she the said *A. H.* doth hereby acknowledge, she the said *A. H.* hath granted, bargained, sold, surrendered, yielded up, and for ever quit-claimed, and by these Presents doth grant, bargain, sell, surrender, yield up, and for ever quit-claim unto the said *W. S.* (to whom the Reversion and Inheritance of the said Premises doth belong and appertain) and to his Heirs and Assigns for ever, all and singular the said Messuage, Tenement, Closes, Lands, Hereditaments and Premises above mentioned, with the Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years, Benefit, Property, Claim and Demand whatsoever, as well in Law as Equity, of her the said *A. H.* of, in and to the said Messuage, Tenement and Premises, with the Appurtenances; so that neither she the said *A. H.* her Executors, Administrators or Assigns, or any of them, shall or may have, claim, challenge or demand the said Premises, or any Part or Parcel thereof, but shall and will at all Times hereafter, of and from all and every Action, Right, Title or Interest of, for and concerning
I the

the said Prmisses, and every Part thereof, be barred, and for ever excluded by these Presents; and the said *A. H.* for herself, her Executors, Administrators and Assigns, doth covenant and grant to and with the said *W. S.* his Heirs and Assigns, that he the said *W. S.* his Heirs and Assigns, shall and may at all Times hereafter peaceably and quietly enter into, have, hold and enjoy all and singular the said Premisses abovementioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Suit, Trouble, Molestation, Interruption or Hindrance, or Denial of her the said *A. H.* her Executors, Administrators or Assigns, or of any other Person or Persons, claiming or to claim, by, from or under her. *In Witness* whereof the said *A. H.* hath hereunto set her Hand and Seal, the ninth Day of *November* in the tenth Year of our Sovereign, *Œ.* and in the Year of our Lord God one Thousand seven Hundred twenty and three.

A Separate Covenant.

And the said Sir *W. P.* and *W. E.* for themselves severally and not jointly, nor the one of them for the other, or for the Acts or Deeds of the other; but each of them for himself only, and for his own Acts, Executors and Administrators only, do severally covenant, promise and grant to and with the said, *Œ.*

*A Surrender and Release of a Term of 1000 Years
to Persons who are seised of the Inheritance, in
Order to extinguish the same.*

(9.) **W**HEREAS the within named J. H. is dead, having in his Life-time made his last Will and Testament, bearing Date, &c. and thereof constituted and appointed Sir R. H. Knight, Alderman of the City of L. J. R. Esq; and J. H. Gent. his Executors: And whereas the said J. R. having renounced his Executorship, the said Sir R. H. and J. H. have proved the said Will of the said J. H. in the Prerogative Court of C. and took upon themselves the Burthen and Execution thereof; and whereas there is due and owing for Principal and Interest, on the within written Security, to the Day of the Date of these Presents, the Sum of, &c. Now know ye, that for and in Consideration of the Sum of, &c. lawful Money of Great Britain, to the said Sir R. H. and J. H. or one of them, in Hand paid by N. R. of, &c. Esq; and W. N. of, &c. Esq; by the Appointment of the within named Sir T. W. the Receipt whereof the said Sir R. H. and J. H. do hereby respectively acknowledge, they the said Sir R. H. and J. H. have, and each of them hath, surrendered, released and yielded up, and by these Presents do, and each of them doth, at the Request, and by the Direction of the said Sir T. W. testified by his Signing and Sealing these Presents, surrender, release, and yield up unto the said N. R. and W. N. their Heirs and Assigns, being in the actual Possession of, and seised of the Reversion and Inheritance thereof, all that the Manor or Lordship, Capital Messuage, Messuages, Park or reputed Park, Lands, Tenements and Hereditaments, in and by the within written Indenture, granted and demised to the said J. H. for the within mentioned Term of 1000 Years, and all the Estate, Right, Title, Interest, Claim and Demand

*And whereas
the said J. R.
hath declined
to act in the
said Executor-
ship, and hath
not proved the
said Will.*

*And the said
Sir R. H.
and J. H.
have proved
the same in
the, &c.*

*If he had re-
nounced, then
as it was first
drawn.*

*If declined,
as in the
Margin.*

mand of the said Sir R. H. and J. H. in and to the said Premises, together with the within written Indenture; to the Intent and Purpose, that the said Term and Estate of 1000 Years, in and by the within written Indenture granted, may be merged and absolutely extinguished. *In Witness, &c.* Sir R. H. J. H. and Sir T. W. have, &c.

A Surrender and Re-assignment by Indorsement.

WHEREAS the within named H. H. being by Bond (10.) indebted to the within named J. B. in the penal Sum of 100 *l.* condition'd for the Payment of 50 *l.* as therein is mentioned, and for the better securing the Payment thereof, and such other Sums as he should borrow, did assign unto the said J. B. two Annuities of 10 *s.* each, to him due and payable, during the joint Lives of him and his Father, as also his Right and Interest in and to a Legacy of 600 *l.* to him left by his Grandfather, as therein is mentioned: And whereas the said H. H. hath since paid, or otherwise secured unto the said J. B. the said Sum of 50 *l.* principal Money, and all Interest due for the same, he the said H. H. having borrowed no further Sum of Money of the within named J. B. Now therefore know all Men by these Presents, that in Consideration of the said Sum of 50 *l.* of good and lawful Money of *Great Britain*, to the said J. B. well and truly paid, or otherwise secured by the said H. H. as aforesaid, in full of all Principal and Interest, due and owing on the within mortgaged Premises, the Receipt whereof is hereby acknowledged, he the said J. B. hath released, surrendered and yielded up, and by these Presents doth release, surrender and yield up unto the said H. H. the within specified Annuities, and all his Estate, Right, Title and Interest

therein, by Virtue of the within written Demise for ninety-nine Years, or otherwise howsoever, together with the within written Indenture; To have and to hold unto the said *H. H.* and his Assigns, according to his or their Interest and Estate in the same, freed and discharged of and from all Incumbrances by the said *J. B.* or by any other Person or Persons, claiming or to claim by or under him, committed or suffered; and further, the said *J. B.* for the Consideration aforesaid, hath granted, re-assigned and transferred, and by these Presents doth grant, re-assign and transfer unto the said *H. H.* the said Legacy within mentioned, and all Remedies and Advantages given or granted for obtaining the same. *In Witness* whereof, the said *J. B.* hath hereunto set his Hand and Seal, this seventh Day of *July* Anno Domini 1731, and in, &c.

A Surrender to be indorsed from Executors of Trust Estates, by Direction of the Person that is the Mortgagee, for whom their Testator was a nominal Trustee.

- (11.) **T**O all to whom these Presents shall come, *J. M.* of, &c. Esq; *J. D.* of, &c. and *B. P.* of, &c. (which said *J. D.* and *B. P.* are Executors of the Trust Estates of the within named *N. R.* send Greeting: Whereas the within named *N. R.* was only a nominal Trustee, named in the within written Indenture for the said *J. M.* and the within mentioned Demise, and the Sum of 900 *l.* thereon secured, were in Trust for the said *J. M.* as by the Declaration of Trust to the within written Indenture annexed appears: And whereas the principal Sum of 900 *l.* due on the within written Mortgage, and all Interest for the same, is paid by the within named *S. Lord H.* to the said *J. M.* Now know ye, that
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in

in Consideration thereof, and of the Sum of 5 s. of lawful Money of *Great Britain* to the said *J. D.* and *B. P.* in Hand paid by the said Lord *H.* they the said *J. D.* and *B. P.* by the Direction of the said *J. M.* testified by his being Party to, and Signing and Sealing these Presents, as also the said *J. M.* have surrendered and yielded up, and by these Presents do surrender, &c. to the within named *S. Lord H.* his Heirs and Assigns, the Messuages or Tenements, Lands and Hereditaments, in and by the within written Indenture granted, to the said *N. R.* and all their Estate, Right, Title, Interest, Term and Terms for Years, Property, Claim and Demand, in and to the same. *In Witness* whereof the said *J. M. J. D.* and *B. P.* have hereunto set their Hands and Seals, this first Day of *July Anno Domini, &c.*

A Surrender of a Mother to her Son, with an Exception of her Jointure, except what is Surrendered.

TO all to whom these Presents shall come, Dame (12.)
E. U. of, &c. in the County of, &c. Widow of Sir *J. U.* of, &c. aforesaid, Knt. deceased, sendeth Greeting: Know ye, that the said Dame *E. U.* out of the great Love and Affection she hath and beareth unto *S. U.* of, &c. aforesaid, Esq; her eldest Son, hath granted, surrendered and yielded up, and by these Presents doth grant, surrender and yield up unto the said *S. U.* and his Heirs, being seised of the immediate Reversion thereof, expectant on the Death of the said Dame *E. U.* to him and his Heirs, all that the Manor and Royalty of, &c. with all Courts, Waifes, Estrays and Preeminences thereunto belonging; and all that the Advowson, Donation, Presentation and Right of Patronage of, in or to the Church or Rectory of, &c. To have and

Surrender of a Manor, with an Exception of the Farm and Hereditaments to the same belonging.

and to hold the said Manor and Royalty, Advowson and Premises, unto the said S. U. his Heirs and Assigns, to the Use of him, his Heirs and Assigns for ever always; and it is hereby declared and agreed by and between the Parties to these Presents, that nothing herein contained shall extend, or be construed to extend, to grant, surrender or yield unto the said S. U. any the Farms, Lands, Tenements or Hereditaments, limited or settled on the said Dame E. U. for her Life, for her Jointure, except the said Manor, Royalty and Advowson hereby surrendered; any Thing herein contained to the Contrary notwithstanding. *In Witness* whereof the said Dame E. U. hath, &c.

A Surrender of a Lease.

(13.) **K** NOW all Men by these Presents, that I the within named C. H. for certain valuable Causes and Considerations me thereunto moving, have given, granted, remised, released, surrendered, and altogether for me, my Executors, Administrators and Assigns, for ever quit-claimed unto the within named W. M. and A. his Wife, all the Estate, Lease, Interest, Claim and Term of Years to come, and Demand whatsoever, that I the said C. H. had or have, or which I, my Executors or Administrators, should, might, or of Right ought to have or claim, of, in and to the within mentioned Manors, Lands and Premises, by Virtue of the within written Indenture of Lease to me demised and granted, with their and every of their Appurtenances, by Force of the same Indenture of Lease, or otherwise howsoever; and I the said C. H. do hereby covenant and grant to and with the said W. M. and A. his Wife, and to and with the Heirs and Assigns of the said W. that the said within written Indenture of Lease, and all and
5 singular

singular the Premises hereby demised; at the Sealing and Delivery of these Presents, are and be free and clear of and from all former and other Bargains; Sales, Gifts, Grants, Leases, Assurances, and all other Charges, Trusts and Incumbrances whatsoever, had, made or done by me the said C. H. or by any other Person or Persons by my Means, or under my Right, Title or Interest, before the Sealing and Delivery hereof. *In Witness, &c.*

A Surrender of an Annuity.

THIS Indenture tripartite, made, &c. between (14.)
 B. R. of, &c. Goldsmith of the first Part, N. R. of, &c. Esq; of the second Part, and T. H. of, &c. Esq; of the third Part: Whereas the said T. H. in Consideration of the Sum of 400 l. to him in Hand paid by the said N. R. and B. R. by Bond or Obligation, bearing Date, &c. became bound to the said N. R. and B. R. in the penal Sum of 1000 l. conditioned for the Payment of 90 l. a Year, for seven Years, at two Half-yearly Payments, viz. the twenty-seventh Day of May, and twenty-seventh Day of November; and whereas for the better securing the said Annuity, the said T. H. did levy a Fine to the said B. R. of an annual Rent-Charge of 100 l. a Year, payable to him, and chargeable upon the Manor of H. in the County of C. to the Use of the said B. R. his Executors, Administrators and Assigns, for the Term of ten Years from thence next ensuing, and after the Determination thereof, to the Use of the said T. H. and his Heirs; and whereas the said T. H. in Consideration of the further Sum of 100 l. to him in Hand paid by the said N. R. in and by one other Bond, bearing Date the, &c. became bound to the said N. R. in the penal Sum of 200 l. conditioned for the Payment of 20 l. a Year, for seven
 7 C Years,

Years, at *Lady-day* and *Michaelmas*; and whereas the said *T. H.* did charge the said Sum of 20 *l.* a Year on the said Term of ten Years, so limited to the said *B. R.* as aforesaid; and whereas the said *T. H.* in Consideration of the further Sum of 200 *l.* to him in hand paid by the said *N. R.* in and by one other Bond bearing Date, &c. became bound to the said *N. R.* in the penal Sum of 200 *l.* conditioned for the Payment of 40 *l.* a Year, for seven Years, at two Half-yearly Payments, viz. *Michaelmas* and *Lady-Day*, which said several Annuities of 90 *l.* a Year, 20 *l.* a Year, and 40 *l.* a Year, amounted to the Sum of 150 *l.* a Year; and whereas the said *B. R.* was only a nominal Trustee for the said *N. R.* and whereas the said *T. H.* hath since purchased in the said respective Annuities of 90 *l.* a Year, 20 *l.* a Year, and 40 *l.* a Year: Now this Indenture witnesseth, that the said *B. R.* by the Direction and Appointment of the said *N. R.* hereby testified under his Hand and Seal, and for divers good Causes and Considerations him moving, hath granted and surrendered, and by these Presents doth grant and surrender unto the said *T. H.* his Executors, Administrators and Assigns, the said annual Rent-Charge of 150 *l.* so chargeable out of the said Manor of *H.* To have and to hold the same, unto the said *T. H.* his Executors, Administrators and Assigns, for all such Estate, Term or Interest, as the said *B. R.* hath or ought to have therein, or the Manor charged with the Payment thereof, by Virtue of the said Fine, or otherwise howsoever; and the said *N. R.* and *B. R.* for themselves severally, and not jointly, and for their several and respective Heirs, Executors, Administrators and Assigns, do covenant, promise and grant to and with the said *T. H.* his Heirs, Executors, Administrators and Assigns by these Presents, that they the said *N. R.* and *B. R.* have not done, or wittingly suffered to be done, any Act, Matter or Thing, whereby the said annual Rent-charge of 150 *l.* or the said Manor charged with the Payment thereof, or any Part thereof,

thereof, are or may be any Way impeached, charged or incumbred in Title, Charge, Estate, or otherwise howsoever: And lastly, it is hereby covenanted, declared and agreed, by and between the said Parties to these Presents, that the said Fine so had and levied of the said Premises as aforesaid, and all and every other Fine and Fines, Conveyances and Assurances in the Law whatsoever, heretofore had, levied and suffered, or executed, or hereafter to be had, levied, suffered or executed of the said Rent-Charge of 150 *l.* shall be adjudged, deemed, construed and taken, and so hereby by all the Parties to these Presents is declared and agreed to be to the only Use of the said *T. H.* his Heirs and Assigns for ever, and to and for no other Use, Trust, Intent or Purpose whatsoever, or otherwise howsoever. *In Witness, &c.*

Surrenders of Terms to the Heir at Law, the Trusts of the same Terms having been performed.

TO all to whom these Presents shall come, the (15.)
 within named Sir *J. C.* sendeth Greeting: Whereas the within named Sir *R. T.* and Dame *M.* his Wife, are both deceased, and the Trust created by the within written Indenture is fully performed; and whereas the Reversion expectant on the within mentioned Term of 200 Years, is come to, and vested in Sir *R. T.* of *W. U.* in the County of, &c. only Son and Heir of the said Sir *R. T.* and Dame *M.* his Wife: Now know ye, that the said Sir *J. C.* at the special Instance and Request of the said Sir *R. T.* the Son, hath released, surrendered and yielded up, and by these Presents the said Sir *J. C.* doth release, surrender and yield up unto the said Sir *R. T.* the Son, the several Manors, Messuages, Farms, Lands, Tenements, Boilaries of Salt, Hereditaments and Premises

misses, to him the said Sir J. C. granted and demised for the Term of 200 Years, by the within written Indenture, and all the Estate, Right, Title and Interest of him the said Sir J. C. therein by Virtue of the within written Indenture, or otherwise howsoever, together with the said Indenture; To have and to hold the said Manors, Messuages, Farms, Lands, Tenements, Boilaries of Salt, Hereditaments and Premisses, to the said Sir R. T. the Son, his Heirs and Assigns, to the Use of him the said Sir R. T. the Son, his Heirs and Assigns for ever. *In Witness, &c.*

To all to whom these Presents shall come, the within named J. L. sendeth Greeting: Whereas the within named Sir R. T. and Dame M. his Wife, are both dead, and the several Trusts declared and appointed by the within written Indenture, of the therein mentioned Terms of 1000 Years, and 1000 Years are fully performed; and whereas the Reversion expectant, on the said within mentioned Terms, is come to and vested in Sir R. T. of W. W. in the County of, &c. as only Son and Heir of the within named Sir R. T. and Dame M. his Wife: Now know ye, that the said J. L. at the special Instance and Request of the said Sir R. T. the Son, hath released, surrendered and yielded up, and by these Presents doth release, surrender and yield up unto the said Sir R. T. the Son, the several Manors, Messuages, Lands, Tenements, Hereditaments and Premisses, to him the said J. L. granted and limited for the said Terms of 1000 Years, and 1000 Years, and all his the said J. L.'s Estate, Right, Title and Interest therein, by Virtue of the within written Indenture or otherwise, together with the within written Indenture; To have and to hold the said Manors, Messuages, Lands, Tenements, Hereditaments and Premisses, to the said Sir R. T. the Son, his Heirs and Assigns, to the Use of him the said Sir R. T. the Son, his Heirs and Assigns for ever. *In Witness, &c.*

Survivorship. Vide Agreement 1.

Taxes. Vide Affidavit 2.

Trust. Vide Assignment 2. Condition 2.
Conveyances 5, 15, 16, 17, 22. Release
12, 15.

Trustee. Vide Assignment 12. Condition 1.
Conveyances 1, 2, 3, 14, 19, 20, 22. Deed 10.

Use. Vide Conveyances 21, 22. Deed 3.
Grant 1.

Uses.

*The Uses in a Settlement of the intended Wife's
Estates.*

THIS Indenture, &c. R. G. (the Trustee,) first (1.)
Part, M. S. (*Cestuy que Trust*,) second Part, W. D. Recite Inden-
tures of Lease
and Release.
and P. C. of F. (new Trustees,) of the third
Part, and T. E. of, &c. (the intended Husband,) of the
fourth Part.

[*Real and Personal Estate, two Grants.*]

To the said W. D. and P. C. their Heirs and Assigns Freehold.
for ever, to and for the several Uses, Trusts, Intents
and Purposes, and with and under the several Limita-
tions, Powers and Authorities, and Agreements herein
after by these Presents declared, mentioned and expressed,

7 D

that

that is to say, to the Use of the said M. S. and her Heirs, until the said intended Marriage shall take Effect; and from and after the Solemnization of the said intended Marriage, then to the Use of the said T. E. for and during the Term of his natural Life; and from and after his Decease, to the Use of the said M. S. for her Life; and from and after the Determination of the said Estates of the said T. E. and M. S. then to the Use of the said W. D. and P. C. and their Heirs, during the Lives of the said T. E. and M. S. and the Life of the longest Liver of them, upon Trust, and to the Intent to support and preserve the contingent Uses and Estates herein after limited, from being defeated or destroyed; and for that Purpose to make Entries and bring Actions, as the Case shall require; but nevertheless to permit and suffer the said T. E. and M. S. and the Survivor of them, to receive and take the Rents, Issues and Profits of the said Premises, to and for his, her and their own Use and Benefit; and after the Decease of the said T. E. and M. S. and the Decease of the longer Liver of them, then to the Use and Behoof of such Child and Children of the Body of the said M. S. to be begotten by the said T. E. and for such Estate and Estates as the said T. E. and M. S. or the Survivor of them, shall by any Deed or Writing, or by his or her Last Will and Testament in Writing, executed in the Presence of three or more credible Witnesses, direct and appoint; and for Want of such Direction and Appointment, to the Use and Behoof of all such Children, and the Heirs of their respective Bodies lawfully to be begotten, as Tenants in Common, and not as Joint-Tenants; and in Case there shall be but one such Child of the Body of the said M. S. by the said T. E. to be begotten; then to the Use and Behoof of the Heirs of the Body of such only Child lawfully to be begotten; and for Default of such Issue, to the Use and Behoof of such Person and Persons, and for such Estate and Estates, as the said T. E. and M. S. and the

Survivor of them, by any Deed or Writing, or by his, her or their Last Will and Testament in Writing, to be executed in the Presence of three or more credible Witnesses, shall direct or appoint ; and for Want of such Direction or Appointment, then to the Use and behoof of the Heirs and Assigns of the Survivor of them the said *T. E.* and *M. S.* and their Heirs for ever ; and to and for no other Use, Intent or Purpose whatsoever: And this Indenture further witnesseth, that as well for the Consideration aforesaid, as also in Consideration of the Sum of 5 s. of, *£c.* to the said *M. S.* in Hand paid by the said *W. D.* and *P. C.* the Receipt, *£c.* the said *M. S.* hath granted, assigned and set over, and by these Presents doth grant, assign and set over unto the said *W. D.* and *P. C.* their Executors, Administrators and Assigns, the said Sum of 30 *l. per Annum*, during so many Years of the said Term or Lease, granted to the said *E. P.* as aforesaid, as is now to come and unexpired ; and all the Estate, Right, Title and Interest, of her the said *M. S.* of, in and to the same, and every Part and Parcel thereof ; To have and to hold, receive, take and enjoy the said Sum of 30 *l. per Annum*, during so many Years of the said Term or Lease, granted to the said *E. P.* as aforesaid, as is now to come and unexpired, to the said *W. D.* and *P. C.* their Executors, Administrators and Assigns ; in Trust nevertheless, to and for the several Uses, Trusts, Intents and Purposes herein after mentioned, expressed and declared, (that is to say,) in Trust, that the said *W. D.* and *P. C.* and the Survivor of them, and the Executors and Administrators of such Survivor, shall pay the said 30 *l. per Annum*, mentioned or intended to be hereby granted and assigned, as aforesaid, to the said *M. S.* her Executors Administrators and Assigns, until the said intended Marriage shall take effect ; and from and after the Solemnization of the said intended Marriage, then that the said *W. D.* and *P. C.* and the Survivor of them, and the Executors and Administrators of such Survivor, shall

shall pay the said 30 *l. per Annum*, yearly and every Year, to the said *T. E.* for and during the Term of his natural Life, and from and after his Decease, to the said *M. S.* for and during the Term of her natural Life, if the said Term granted to the said *E. P.* shall so long continue; and from and after the Decease of the said *T. E.* and *M. S.* and the Survivor of them, that they the said *W. D.* and *P. C.* and the Survivor of them, and the Executors and Administrators of such Survivor, shall stand and be possessed thereof, and of every Part and Parcel thereof, in Trust to and for the Benefit of such Child and Children of the Body of the said *M. S.* to be begotten by the said *T. E.* as they the said *T. E.* and *M. S.* and the Survivor of them, shall by any Deed or Writing, or by his or her Last Will and Testament in Writing, executed in the Presence of three or more credible Witnesses, direct and appoint; and for Want of such Direction and Appointment, to be equally divided among all such Children, Share and Share alike; and in Case there shall be but one only Child of the Body of the said *M. S.* by the said *T. E.* to be begotten, then in Trust for such one only Child; and in Case there shall be no Child of the Body of the said *M. S.* by the said *T. E.* to be begotten, living at her Death, in Trust that they the said *W. D.* and *P. C.* and the Survivor of them, and the Executors and Administrators of such Survivor, shall stand Possessed of the said hereby assigned Premises, for and during so many Years of the said Lease or Term granted to the said *E. P.* as aforesaid, as is now to come and unexpired thereof, in Trust for such Person and Persons, their Executors, Administrators and Assigns, as by the said *T. E.* and *M. S.* and the Survivor of them, by any Deed or Writing, or by her Last Will and Testament in Writing, by him her or them executed, in the Presence of three or more credible Witnesses, shall direct or appoint; and for Want of such Direction or Appointment, in Trust that the said *W. D.*

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and

and P. C. and the Survivor of them, and the Executors and Administrators of such Survivor, shall pay, apply and dispose of the said Sum of 30 *l.* hereby assigned, during so many Years of the said Term or Lease, granted to the said E. R. as aforesaid, as shall be then to come and unexpired; in Trust for the Executors or Administrators of the Survivor of them the said T. E. and M. S. and to and for none other Use, Intent or Purpose whatsoever; and the said R. G. for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said W. D. and P. C. their Heirs, Executors and Administrators, that they the said R. G. &c. have not at any Time heretofore done, committed, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby the said Premises hereby granted and assigned, is, are, shall or may be incumbered, charged or impeached, in Title, Charge, Estate, or otherwise howsoever. *In Witness, &c.*

Warrant.

A Warrant of Attorney, to confess a Judgment in Ejectment.

To Mr. A. B. C. D. and E. F. &c.

THESE are to desire and authorise you, the Attornies above named, or either of you, or any other Attorney of the Court of *King's Bench*, at *Westminster* aforesaid, to appear for me J. H. of, &c. in the said Court, as of this present *Michaelmas* Term, or any other subsequent Term, and then and there to

(1.)

7 E receive

*Note; if the
Lands lie in
a County
Palatine,
Judgment
must be en-
tered up in the
Exchequer, or
else not good.*

receive a Declaration or Declarations for me, in an Action of Trespafs in Ejectment, at the Suit of, &c. [*here name the casual Ejector,*] for twenty Messuages, two Hundred Acres of Pasture, &c. with the Appurtenances, in the Parish of, &c. in the County of, &c. which J. K. of, &c. Esq; [*that is the Mortgagee,*] the first Day of this Instant, at, &c. [*here name the Parish and Place where the Lands lie,*] aforesaid, did demise to the said, &c. [*casual Ejector,*] and his Assigns; To hold from the twenty-fifth of *March* last past, before the Date hereof, for the Term of seven Years from thence next ensuing, fully to be compleat and ended; and thereupon to confess a Judgment in the said Action for the said Messuages, Lands and Premisses, with their Appurtenances, or else to suffer the same to pass by *Non sum Informatus*, or otherwise, against me in the same Action, and to be thereupon forthwith entered up against me of Record, and for your so doing, &c.

Warranty. Vide **Conveyances** 3, 4, 6, 10, 13.

Will.

A Will.

- (1.) **I**N the Name of God, *Amen*. This is the Last Will and Testament of me T. &c. of, &c. as follows :
Whereas my dear and loving Wife did, by good and sufficient Conveyances and Assurances, grant and assure to others, in Trust for me and my Heirs, all such Lands, Tenements and Hereditaments, as came and de-
- 4
- scended

scended to her from P. *ſc.* her late Father: Now I do hereby devise to my ſaid Wife, all the Lands and Eſtate, for and during the Term of her natural Life, and after her Deceafe, I charge the Premiffes with, *ſc.* a-piece, to my youngſt Son and my two Daughters, and ſuch Child as my Wife is now *enſeint* with, to be paid them reſpectively, at their reſpective Ages of twenty-one Years, or Day or Days of Marriage, which ſhall firſt happen, with Interſt from their Mother's Death, till Payment, and charged and chargeable therewith. I give and devise the ſame Lands and Premiffes to my Eldeſt Son and Heir apparent, for and during the Term of his natural Life, without Impeachment of Waſte, Remainder to Sir G. *ſc.* and T. *ſc.* Eſq; to preſerve contingent Remainders, Remainder to the firſt and other Sons of my ſaid Eldeſt Son in Tail Male ſucceſſively; and for Want of ſuch Iſſue, to my youngſt Son for his Life, without Impeachment of Waſte, Remainder to Sir G. *ſc.* and T. *ſc.* to preſerve contingent Remainders, Remainder to the firſt and other Sons of my ſaid youngſt Son, in Tail Male ſucceſſively; and for Want of ſuch Iſſue, to ſuch Son as my Wife is *enſeint* with, for Life, Remainder to the ſaid Sir G. *ſc.* and T. and to preſerve contingent Remainders, Remainder to the firſt and other Sons of ſuch Son as my Wife is *enſeint* with, in Tail Male ſucceſſively. I give and devise ſuch Part of my ſaid Eſtate as lies in F. to my eldeſt Daughter, for and during the Term of her natural Life, without Impeachment of Waſte, Remainder to the ſaid Sir G. *ſc.* and T. *ſc.* to preſerve contingent Remainders, Remainder to the firſt and other Sons of my ſaid eldeſt Daughter, in Tail Male ſucceſſively. *Item*, I give to my youngſt Daughter, in Caſe there be a Failure of Iſſue Male of my eldeſt and youngſt Sons, as aforeſaid, all my Eſtate in M. to hold to her, for and during the Term of her natural Life, without Impeachment of Waſte, Remainder to the ſaid Trustees, to preſerve contingent Remainders, Remainder to her firſt and other Sons in
Tail

Tail Male successively; and for Want of such Issue Male of my said Daughters, or if all the Issue Male of my said Daughters shall die without Issue Male before they attain the Age of twenty-one Years; then I give and devise all the said Estates in, *Berkshire* and *Hampshire*, to *H. &c.* for, *&c.* Life, Remainder to the said *G. &c.* and *T. &c.* to preserve contingent Remainders, Remainder to the first and other Sons of, *&c.* in Tail Male successively. *Item*, I do hereby empower my first and second Sons, and my posthumous Son, as they shall respectively come into the actual Possession of the Premises hereby to them devised, to make Jointures to such Women, as they shall respectively marry, proportionable to the Fortunes such Women shall bring; and as to, *&c.*

A Will, whereby Freehold, Copyhold and Leasehold are devised.

IN the Name of God, *Amen.* I, *&c.* I give and devise unto *A. G.* of, *&c.* all that my Freehold Messuage or Tenement, Garden and Orchard thereunto belonging, commonly called or known, *&c.* with the Appurtenances, situate, lying and being in the Parish of, *&c.* abutting, *&c.* and now in the Tenure or Occupation of, *&c.* Undertenants or Assigns; and the Reversion and Reversions, Remainder and Remainders thereof, and all Arrears of Rent that shall be by any Person or Persons, due for the same, at the Time of my Decease; To have and to hold the said Messuage, *&c.* with the Appurtenances herein before given and devised, and every Part and Parcel thereof, unto my said Heir Male *A. G.* from the Day of the Death, or Departure of this mortal Life, of me the said *H. T.* the Testator, to the

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only

only and absolute Use and Behoof of her the said A. G. her Heirs and Assigns for ever. *Item*, I give, devise and bequeath unto my said Honoured Mother A. G. and to her Heirs and Assigns for ever, all those, &c. in the Tenure, &c. and also all that, &c. situate, &c. containing 750 Acres, or thereabouts; together with all Messuages thereupon, or upon any Part thereof, erected and built, now in the Tenure, &c. of, &c. all which Premises are Copyhold Lands, and are holden of the Manor of W. and were by me lately surrendered to the Lord of the Manor, into the Hands of his Steward, to such Uses, Intents and Purposes, as I should by any Deed, or by my Last Will and Testament in Writing, direct, limit and appoint, as by Copy of the Court-Roll of the said Manor, dated the seventh Day of *July*, *Anno Domini*, &c. doth appear; and the Reversion and Reversions thereof, and all the Rents and Arrears of Rents thereof, and of every Part thereof, which shall be due by any Person or Persons at the Time of my Decease; To have and to hold the said two Parcels of Copyhold Lands, Messuages or Tenements and Premises, with the Appurtenances herein before given and devised, and every Part and Parcel thereof, unto my said Mother A. G. her Heirs and Assigns for ever, under the Rents and Services to be therefore due, and of Right accustomed. *Item*, I give and bequeath unto my said Honoured Mother A. G. all those my Leasehold Messuages, Lands, Garden Ground and Tenements, situate, &c. which I hold by Indenture of Lease granted by A. B. bearing Date, &c. for the Term of 21 Years, under the yearly Rent of, &c. together with the said recited Indenture of Lease, and all Deeds, Counterparts of Leases and Writings thereunto belonging; and the Rents, Issues and Profits thereof, and of every Part thereof; and all Arrears thereof, at the Time of my Decease; To have and to hold the said Messuages, Lands, Garden Ground and Tenements, and all other the Premises, with the Appurtenances, unto my Honoured Mother A. G. her

Executors, Administrators and Assigns, for and during all the Rest, Residue and Remainder, that shall be to come and unexpired at the Time of my Death, of the said Term of Years by the said Lease granted, under the Rent and Covenants therein reserved and contained; and all the Rest, Residue and Remainder of my Goods, Chattels, Ready Money, Substance and Estate, of what Nature or Kind the same be, after my Debts and Funeral Expences are thereout first paid and discharged, I give and bequeath unto my said, &c.

A Will pursuant to a Power reserved by Deed to a Wife.

IN the Name of God, *Amen.* I E. T. Widow and Relict of T. T. late of L. Esq; deceased, [*after recommending the Soul, &c. and committing the Body, &c.*] I do hereby constitute and appoint R. B. of, &c. sole Executor of this my Will: And whereas by Indenture bearing Date, &c. and made between me the said E. T. and J. T. Son of my late Husband, of the one Part, and W. M. and M. P. [*by their Additions therein mentioned*] of the other Part, certain Messuages, &c. with the Appurtenances therein particularly mentioned, situate, &c. were assigned and set over unto the said W. M. and M. P. their Executors, Administrators and Assigns, from thenceforth, for and during all such Estate, Term and Number of Years, as I the said E. T. and J. T. or either of us, had to come in the Premises, upon Trust (among others) that the said W. M. and M. P. and the Survivor of them, and the Executors and Administrators of such Survivor, should after my Decease, by, with and out of the Rents, Issues and Profits of the said Premises, levy and raise all and every such Sum and Sums of Money, not exceeding in the Whole, the Sum
of,

of, &c. and pay and dispose thereof, unto such Person or Persons, and to and for such Uses, Trusts, Intents and Purposes, and in such Sort, Manner and Form, as by any Writing to be by me signed and sealed, or by my Last Will and Testament in Writing, signed and sealed in the Presence of three or more credible Witnesses, should limit and appoint. Now I the said E. T. according to, and in Pursuance of the Power given and reserved to me in and by the said Indenture, and by Virtue thereof, and of all and every such other Power and Authority which to me doth, or may in any wise appertain in that Behalf, do by this my Last Will and Testament direct and appoint that the said W. M. and M. P. or the Survivor of them, his Executors or Administrators, shall and do, so soon as may be, after my Decease, by, with and out of the Rents, Issues and Profits of the said Premises so to them in and by the said Indenture assigned, levy and raise the full Sum of, &c. and pay the same unto my said Executor, for the better enabling him to pay and discharge my Debts, Funeral Charges, and the Legacies by me herein after bequeathed. *Item, &c. In Witness, &c..*

Part of a Feme Covert's Will of a Copyhold Estate.

IN the Name of God, *Amen.* I M. S. Wife of Mr. J. S. of, &c. in the County of B. by Virtue of the Power to me reserved in the Settlement made previous to my Marriage with the said J. S. my now Husband, and of all other Powers me enabling in this Behalf, and as fully as I may or can by Law or Equity, do make this my Last Will and Testament in Writing, Directing and Appointing under my Hand and Seal, attested by three credible Persons whose Names are under written, as Witnesses hereunto, in Manner and Form following: And whereas I have surrendered my Messuages and Copyhold

hold Lands, Tenements and Hereditaments, at *A.* in the County of *B.* to the Use of my Last Will and Testament: Now I hereby give and devise my said Manors, Lands and Copyhold Premises, with their Appurtenance, to my dear Husband *J. S.* during the Term of his natural Life; and after his Decease, I give the said Copyhold Premises to my eldest Son *R. W.* for, &c. of his natural Life; and after his Decease, to my youngest Son *J. W.* his Heirs and Assigns for ever; and, &c. and I hereby revoke all former Wills; and of this my Last Will and Testament, (which I desire may have its due Force and Effect, either as a Will, Direction or Appointment, or any other Way, so as to fulfil my Intention,) and I do appoint my dear Husband sole Executor, &c. *Witness* my Hand and Seal, this tenth Day of November, &c.

*Signed, Sealed, Published,
Declared and Executed
in the Presence of*

*A Will whereby Lands are intailed on Daughters,
viz. one Moiety to one Daughter, &c. and the
other Moiety to the other Daughter, &c.*

IN the Name of God, *Amen.* I *R. S.* of, &c. Esq; do make, &c. *Item,* I devise to my Daughter *M. S.* one Moiety, or Half Part of all my Manors, Messuages, Lands, Tenements and Hereditaments, with the Rights, &c. whatsoever, in the Kingdom of *Great Britain*, to hold to her and the Heirs of her Body lawfully begotten; and for Want of such Issue, I devise the same Manors and Premises, with, &c. unto my Daughter *F.* and the Heirs of her Body; and for Want of such Issue, to my Nephew the Right Honourable *J. Lord A.* and
4 the

the Heirs of his Body ; and for Want of such Issue, to *F. A.* his Brother, and the Heirs of his Body ; and for Want of such Issue, to my own Right Heirs for ever. *Item*, I do hereby devise the other Moiety of all my Manors, Messuages, Lands, Tenements and Hereditaments, with, &c. in the Kingdom of *Great Britain*, to my said Daughter *F.* and the Heirs of her Body ; and for Want of such Issue, to my said Daughter *M.* and the Heirs of her Body ; and for Want of such Issue, to the said *J. Lord A.* &c. and for Want of such Issue, to my own Right Heirs for ever ; and I hereby constitute *J. J.* and *F.* Executors of this my Last Will and Testament, in Trust nevertheless for my said Daughters, &c.

Part of a Will.

AND I Will and Declare that the Provision I have (2.) herein before made for my Daughter *A.* shall be in full Recompence and Satisfaction of all such Monies as were left in my Hands, pursuant to Articles made before her Marriage to be paid to her, in Case she shall survive her Present Husband, which Monies I have, with her Consent, lent to her said Husband ; and if my Daughter *A.* shall demand the said Money, or any Part thereof from my Executor, or molest my Executor on that Account, before the said Money should be repaid to me or my Executor ; I will the said Annuities of 30 *l.* 50 *l.* and 60 *l.* shall cease as to my said Daughter, and shall from thenceforth be retained by my Executor to his own Use.

A Nuncupative Will.

- (3.) **M***emorandum*, That on or about the first Day of *July* in the Year of our Lord God, *Œc. M. F.* of, *Œc.* Spinster, being sick of the Sickneſs whereof ſhe died, on or about the tenth Day of *July* following did, [*here name the Place,*] where ſhe had been for her Health above two Months before, make and declare her Laſt Will and Teſtament nuncupative, in theſe or the like Words following: I give unto, [*here name the Legacies and Bequeſts,*] the Reſidue of my Eſtate, *Œc.* I give unto, *Œc.* and make her my Executrix. Theſe Words, or the like in Effect, the ſaid Deceaſed declared in the Preſence of the Witneſſes, whoſe Names are hereunto ſubſcribed, with an Intention that the ſame ſhould ſtand for and be her Laſt Will and Teſtament, and bid the Witneſſes, or ſome of them bear Witneſs thereunto.

A Codicil to a Will confirming the ſame, other than what is expreſſly altered thereby.

- (4.) **B**E it known to all Perſons, that whereas I *A. B.* of, *Œc.* have made my Laſt Will and Teſtament in Writing: Now I do in all Things by this preſent Codicil confirm the ſame, other than what I hereby diſpoſe of; and whereas, *Œc.* now my Will is, That the Truſtees and Executors in my ſaid Will named, do, *Œc.* And my Will is, That this Codicil or Schedule be, and be adjudged, deemed and taken to be Parcel of my ſaid Laſt Will, and to be of full Force and Effect, by the Right of a Codicil, or any other Right that may be; and I require my Truſtees and Executors to ſee the ſame performed, according to my true Intent and Meaning

ing, as fully, amply and beneficially, as if the same had been set down, declared and expressed in my said Last Will and Testament. *In Witness* whereof, I have to this present Codicil set my Hand and Seal, this first Day of *June Anno Domini* 1733.

*Signed, Sealed, Published
and Declared in the
Presence of*

A Codicil.

BE it known, That whereas *J. C.* of, *Esq.* Doctor in (5.)
Phyſick, have made my Laſt Will and Teſtament in Writing, bearing Date on or about the eighth Day of *July* laſt paſt, and thereby have given to my eldeſt Daughter *M. C.* the Farm and Lands at *N. S.* purchaſed of *Sir H. P. Knt.* and ſeveral Legacies to other Perſons, and the *Reſiduum* of my Real and Perſonal Eſtate, other than what I have thereby deviſed, I have thereby given to my ſaid eldeſt Daughter *M. C.* and her Siſters, *A. M.* and *C. C.* and made my ſaid three Daughters my Executors, as by the ſaid Will may appear ; And whereas my ſaid Daughters *A. M.* and *C.* as Co-heirs to their Mother my ſecond Wife, will at my Death be intitled to ſeveral Lands, Tenements and Hereditaments in *A.* in the County of *S.* of good Value ; And whereas I am intitled to the Sum of 5250 *l.* Part of 10500 *l.* mentioned in my Will and ſecured by Mortgage on the Eſtate of *T. C.* of *H.* in the County of *N.* Eſq; Now I deviſe to my ſaid eldeſt Daughter *M. C.* the Sum of 2000 *l.* Part of the ſaid Sum of 5250 *l.* and direct the remaining 2250 *l.* to be equally divided between my ſaid three Daughters, *M. A. M.* and *C. C.* Share and Share alike; and I hereby confirm my ſaid Will in all other Things not hereby altered:

tered : And my Will is, that this Codicil be and be adjudged and taken to be Parcel of my said Last Will and Testament, and to be of the Force by the Right of a Codicil, or any other Right, in the best Manner that may be ; and I require my Executrixes to see the same performed according to my Intentions. *Witness* my Hand and Seal, this tenth Day of *July* 1722.

*Sealed and Delivered in
the Presence of*

An Attestation of a Will.

- (6.) **S**IGNED, Sealed, Published and Declared by the said *A. B.* the Testator, as and for his Last Will and Testament, in the Presence of us, who in his Presence have subscribed our Names as Witnesses hereunto.



A N

Alphabetical T A B L E

O F T H E

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<p>— that the Premisses contained in a Lease which is lost, are free from Incumbrances. Page 1</p>	<p style="text-align: center;">Agreement.</p> <p>— between two Joint Tenants to prevent Survivorship. 3</p> <p style="text-align: right;">7 H Agree-</p>

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<p style="text-align: center;">W.</p> <p style="text-align: center;">Warrant.</p> <p>Warrant of Attorney to confess Judgment in Ejectment, 565, 566</p> <p style="text-align: center;">Warranty.</p> <p>— <i>general. Vide Conveyances 123, 124</i></p> <p>— <i>special. Vide Conveyances 86, 92, 95, 96, 115, 141</i></p> <p>— <i>in a Feoffment. Vide Deed 219</i></p> <p style="text-align: center;">Will.</p> <p>— <i>intailing the Testator's real Estate on the Issue Male, with</i></p>	<p><i>Remainder to the Daughters, and Remainders over. Page 566 to 568</i></p> <p><i>Will devising Freehold Lands, and also Copyhold Lands before surrendered to the Use of Will. 568 to 570</i></p> <p>— <i>made by a Widow, pursuant to a Power given by the Husband during the Coverture, by which she appoints the Uses of a Term vested in Trustee. 570, 571</i></p> <p>— <i>of a Feme Covert, pursuant to a Power reserved in a Settlement of Copyhold Lands, before surrendered to the Use of the Will. 571, 572</i></p> <p>— <i>whereby Lands are intailed on the Daughters in Moieties. 572, 573</i></p> <p><i>A Clause in a Will, declaring the Legacy to a Daughter, in Satisfaction of her Portion. 573</i></p> <p><i>A nuncupative Will reduced to Writing. 574</i></p> <p><i>A Codicil to a Will. ibid.</i></p> <p><i>The like. 575</i></p> <p><i>Attestation of a Will. ibid.</i></p> <p><i>Will of a Feme Covert, in Pursuance of a Power. Vide Preamble. 340</i></p>

F I N I S.