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8/10

A

Award by Arbitrator - 292
Award by an Umpire - - 291
Assignm.t of a Lease by Indorsm.t - - - - - - - 153
Assid.t of Service of a Copy of a Writt - - - - - - 285
Assignm.t of an Apprentices Indre & time - - - - 31
Annuity - - - - - - - 144
Authority to distrein Standing Corn &c. - - - - - -
Special Authority to distrein 12
An Arbitration Bond 295
Attornment - - - 68
An Authority to receive rents & sell personale Estate to pay debts in conjunction wth another person - 11
Ass.t to alter ye Venue 150
Ass.t of Goods being fraudulently taken to prevent a distress 92

A

Assid.ts to found Arrests upon Viz.t On promissory note Bond & for Goods Sold and Delivered - - - - - - 1
Articles for delivery of Goods Sold 180
Acts of Parlm.t relating to Papist 168
Acts of Parlm.t ags.t cutting Spring Wood - - - - - - - - - 246
Assignm.t of Debts - - - - - 29
Assid.t of the due Acknowledgm.t of Fines Accord.g to the order of the Court of Chancery pleas of Hill: 17.th Geo: 2.d 175 & 176
Apprentice Case - - - - - - 248
Agreem.t Accounts - - - - 212. 213 215. 219 220
Assignm.t of a Bond - - - - 162
Agreem.t upon Sett.g premises - - 86
Authority to Attorn Tenant &c.
Agreem.t to Attorn - - - - -
Arrests - - - - - - - - - - 110
Admr. - - - - - - - - - - 111
Assignm.t of a Mortgage by Deed poll Annex.d - - - 90
Assignm.t of a Lease by way of Indorsm.t - - - - - -
Agreem.t for Setting Tythes - - 176
Assignm.t or return of an Apprentice &c. - - - - - -
Assid.t - Cummings - - - - -
Abstract of the Stat.e 4.th Geo: 2.d
Minutes of Agreem.t bet.n a Landlord and his Lodger - -
Act of Parlm.t 2.d K. Wm. & Q. Mary for enabling the Sale of Goods distr.d for rent - -
Assign.t of a Lease by Indorsm.t
Authority to Sher.f to Sett a Prisoner at Liberty - - - 281
Agreem.t upon Sale of Goods -

B

Bill of Law Charges upon an Inquiry - - - - - -
D.o in the City Court - - -
Bail Bond - - - - - - - 265
Bail Peice - - - - - - - 266
Bond for Paym.t of Money Performing Cov.ts &c. - - -
Bond to Indemnify a Pst. from Burthen of a Bastard - - 126
D.o to Indemnify the Heir from his Exemp.n &c. - -
Bill of Sale - - - - - - 57
Bail - - - - - - - - 113
Bill of Sale - - - - - - 65
Of Bargains and Sales - -
Bill of Sale - - - - - - 87
Bill of Charges for levying a Fine - - - - - - - 194
Marr.d Bond with Special Condition &c. - - - - - - 112
Bond for Paym.t of Money for adding Lives in a Copyhold Estate - - - 115
Bond to Indemnify one who is bound as Surety for a Bastard Child &c. - - - 8
A Special Bond wherein Lands are Mortgaged - - 268
Bonds Obligations thereof.

C

Certificate from the &c. of a person being a live
Covenant to accept of an annuity &c.
Condition of a Bond to deck up possion of premes &c. — 155
Do. of a Counter Bond to indemnify one who is Bail for another
Covt. for quiet Enjoymt.
Do. that Lands shall be charged
Consent to enlarge publication
Cottage — 112
Ch: & Charchwdns — 118
Clause to be added to a Condn. wherein Lands are charged wth. the payment of the money
Certificate of a persons place of settlement
Covt. Vet. a Surgeon & one that he undertakes to instruct &c.
Condition of an arbitration Bond with or without an Umpirage — 295
Certificate of a person that is living
Condition of a Counter Bond
Consdns. what are valuable — 179
Common — 125
Copyhold — 251
A Conveyance
Case on a Jointure — 36

D

Notice of Distress about Stand. Corn &c. Stat. 11th. Geo. 2d. — 156
Deed to attend the Inheritance
Special notice of Distress
The Complaint and Justices warrt.
Notice of Distress for Chief rent or Quit rent
Notice of Distress pursuant to an Authority
Deodands
Authority to distrein
Notice of Distress
Deed to declare the uses of a fine and that the messes &c. therein menc. shod. stand charged for the paymt. of 20. as a collateral security — 109
Declaration in Ejectmt. — 108
Defeazance of a Bond and warrt. of Atty to Confess Judgmt. — 211
Defise

E

Execution or ffi: ffacias
Execution the Laws Sci ffa.
Exr. or Admr. — 114
Ejectmt. — 117

F

Indenture of a Fine — 170
Precipe and Concord of a fine — 172 174
Order of the Court of Common pleas 17th. Geo: 2d. on taking fines & the Affidts. upon the acknowledgmt. — 175 ~~115~~ ~~116~~ 171
Fees for levying a fine
Memdns. of true Copys of fine and recoverys
Copy of a fine Sur Concessit Fines
Fee Tail — 164

G

Deed of Gift — 182
Deed of Gift of a Real and Personal Estate in Consd.n of Maintaining a Person during Life
Defeisance of D.o

H

Heriotts

I

Indorsem.t on a Writt to Indemnify the Sher.
D.o upon Exhibits — 187
Inventory at the Sale of a Distress — 122
D.o
Indorsem.t for further Security of Money lent — 83
Indorsem.t on a deed to be Inrolled were a woman has her ffrebench
Indorsem.t on a Lease being an Assignm.t
Jointure — 36
Indre bet.n a Surgeon & one whom he is to Instruct &c.

K

L

Livery & Seisin
Pre of Atty to receive rents &c
Pre of Licence — 2
Lease for a Year — 46
Lease by way of Article of premes — 4
Leet Court with the Heads of the Charge to the Jury &c. — 11
Pre of Atty to receive a Legacy — 114
Pre of Atty to receive Possion — 159
Legatee as to Estate Tail Gen.l
Legatee — 120
Pres ab.t G. K.
Pre of Composition
Lights
Livery & Seizin to be Indorsed on a Feoffm.t — 47

M

Modus
Mortgage — 128
Mortgages Clandestine
Mort.s in ffee — 135
Indorsm.t on a Mort.e by way of Colateral Security for a further Sum &c.
Deed Poll to be Annexed to a Mort.e for Securing a further Sum lent
Mort.e by way of Colateral Security
Money
Mortgages by Indorsem.t — 83

N

Note of Hand to deb up pres. &c. 118
Note to quitt premes - - - - 117
Do. to pay in Mort. Money —
Do. of Deed being filed —
Do. of Executing Writt of Ind.ry
Do. of Executing Coniugon in Chan.
Do. of withdrawing Plea —
Do. of Appealing at a Sessions
Do. of taking an Answer —
Do. of Quittin the premes Accord. to the Stat. 4th Geo. 2d.
Do. of quittin premes —
Notes Concerning Distress's 197
Note to Insure premes from ffire in the ffire offices of Bristol or London —
Nuncupative Testam.t 252, 253
Note for the Safety of a Persons Appear. after an Accon Commenced
Note for 20 lb. plate left as a further Security and on Failure of Paym.t to be Sold.
Notice of Distress where the goods are removed 91

O

Oath to be Adm.ed by the Constable to Appraisors &c.
Order of Justices for Convey Vagrants —
Oath to Jury —
Obligations —

P

Purchase —
Pauper —
Special Promissory Note for Paym.t of an Annuity during Life —
Poor Levy Opinion on Parish Indres by whom Signed —
Pawn's Pledges —
Precipe & Conveyd 172

Q

R

Release upon a Purchase reciting Sev.l Mortgages
Rel. of a piece of Land —
Speci.l Rel. —
Rel. of all Right &c. in Consd. of 50 a Year during Life —
Do. for Share of an Intestates personal Estate — 157
Release & Surrender of all Right &c. — 228
Rents. see the Abstract of 4th Geo. 2d. —
Rent — 113

S

Scire ffacias the return -
Summons for Witnesses upon a Comcon in Chand -
Do to warn the view of ffrank Pledge with the Court Leet & Court of Survey and Recognition Hint of Comon &c

T

Trees - - - - - - -

UIV

A Will with devise of Lease hold Premes &c — 244 ~~247~~
Warranty — — —
Way — — — — — —
A Will with devise of free hold &c — — — 247
Warrt of Atty to Appear and plead &c — — — 168
Warrt of Atty to Confess Judgmt — — — 167
Warrt of Atty to Acknowledge Satisfaction on a Judgmt by Exds — — — 166
A Codicil to be Annexed to a Will — — — — — 245
Warrt abt the Game — 45
Do abt Amerciaments — 38
Wastes — — — 123
Windows — — — 177
Uses — — — —

XY

Z

Affidavits to ffound arrests upon.

An Affid.t of Debt on a Promisory Note

In the Kings Bench. Between { A. B: — Plt & C: D — Def.t

A: B: of &c. Plaintiff in this Cause, maketh Oath that C: D: of &c. the Defend.t in the said Cause is Justly indebted unto him this Depon.t in the Sum of — upon a Promisory Note for value received. A: B.

Sworn &c

Affid.t of Deb.t on bond.

In the Common Pleas. Between A. B. — Plt & C. D. — Def.t

A: B: of &c. Pl.t in this Cause maketh Oath yt C. D: of &c. Defend.t in the said Cause stands Justly Indebted unto him this Depon.t in the Sum of —, Principal Money, besides Interest due on Bond, A B:

Sworn &c.

In the &c. D.o for Goods sold and delivered Between { A. B: & C. D

A: B: of &c. (as above) is Justly indebted unto him this Depon.t in the Sum of — for Goods sold and delivered. A. B

Sworn &c.

A Letter of Lycence to pay a Sum of Money at Three Payments in Three years time

To all People to whom these p.sents shall come We H: C: Edw.d S: &c. and Wm. Bartlam send Greeting Whereas Charles Medens of &c. in the County of &c. Yeoman and Jane Medens are Joyntly or Severally indebted to us in Sundry Sums of Money which by reason of many Accidents & Misfortunes in the World they nor either of them can imediately pay and satisfye And Whereas the said C: & J: M: have undertaken to pay and Satisfye the full Sum and Sums of money to us respectively due and oweing within the Space of 3 Years from the date hereof (that is to say) One third part at the end of 12 Months next Ensueing, One other 3.d part at the end of Two years and the Residue at the End of Three years Now know ye That We the s.d Several Creditors in Cons.n of the Premises for us and our Sev.l Exec.ts and Admors Do hereby Coven.t promise and agree to and with the said C: and J: M: by these presents that we the s.d Sev.l Creditors our

Exec.ts and Adm.ts shall not and will not within the Space of 3 Years to be Computed from the date hereof Arrest Implead Prosecute or Commence any Action or Suite against the Persons of them the s.d C: and J: M: or either of them or the Goods Chattles Lands or Tenements of them or either of them for or by Reason of any debt or Sum of Money due to us or any or either of us respectively at the time of the Sealing and delivery of these presents Provided Alwayes that if the s.d C: and J: M: shall not make true Payment of the said 3.d p.t of the Sum or Sums of Money due to us respectively according to the true Intent and meaning of these presents That then and from & after such Failure of Payment these presents shall be void as to every such Creditor and Creditors who shall not be satisfyed such third part as aforesaid In Witness &c.

A Lease by way of articles

Articles of Agreem.t Indented had made Concluded and agreed upon the 19th day of &c in the year of our Lord 1741. Between I: C: of &c. of the one part and I: H: of the same place &c of the other part as follows.

Imprimis. The said I: C: in Cons.n of the yearly rent Covenants and Agreem.ts hereinafter mentioned on the part and behalfe of the said John H: to be paid done and performed Hath demised sett and to ffarm lett and by these presents Doth demise sett and to Farm let unto the said John Haydon his Exec.rs Adm.rs and Assignes All that One Messe or Tenem.t situate in S: in the s.d Parish of &c now in the Possession of the s.d I: H: together with the Outhouses and Garden thereto belonging and the use of the Pump in Common with the said I: C: To have and To hold the said Messuage or Tenem.t Outhouses and Garden with the Appurtenances unto

the s.d I: H: his Exec.rs Adm.rs and Ass.s from the 2.d day of ffebruary next ensueing the date hereof for and durding and unto the full end and term of Seven Years from thence next Ensueing and fully to be compleat and ended Yielding and paying therefore yearly and every year during the s.d Term unto the s.d I: C: his Executors Adm.rs or Assignes the yearly Rent or Sum of Eight pounds five shillings by halfe yearly payments (to wit) Lammas day and Candlemas day the ffirst paym.t thereof to begin and be made on Lammas day next ensueing y.e date hereof.

Item. The s.d I: H: doth hereby for himselfe his heirs Exec.rs and Adm.rs Covenant promise and agree to and with the said I: C: his Executors Adm.rs and Assignes in manner and form foll.g (that is to say) that he the said I: H: his Exec.rs Adm.rs or Assignes shall and will

(6)

dureing the s.d Term well and truly pay or
cause to be paid unto the s.d John Callow
his h.rs Ex.rs Adm.rs or Assignes the said
yearly Rent or Sum of Eight pounds five
Shillings at the Several days and times and
in sort and manner above mentioned for
payment thereof And also shall and
will from time to time and at all times
dureing the said term bear pay and discharge
all and all manner of Parochial payments and
Taxes as the same shall become due.

Item. The s.d John Callow doth hereby for
himself his h.rs Ex.rs Adm.rs and Assignes
Covenant promise and agree to and with the
said John Haydon his h.rs Ex.rs Adm.rs and
Assignes that he the said John Callow his
h.rs Ex.rs Adm.rs or Assignes shall and will from
time to time and at all times dureing the
said Term of Seven Years keep all and
Singular the said Messuage or Tenem.
and Premisses in good and Sufficient
Tenantable Order and repair And also

(7)

bear pay and discharge the Land tax
and Chief rent that shall from time
to time dureing the Term aforesaid be
Charged on the s.d premisses In Witness
Whereof the s.d partyes to these presents
their hands and Seales have hereunto
Interchangeably put the day and year
first above written.

Sealed &c. J. C.
J. H.

Bond to indemnify one who is bound as surety for a Bastard Child &c

Know all men by these p.sents &c

Whereas the abovenamed Wm L: & Edwd: Drew Did at the Special Instance and request of the above bounden I: C: in and by one Bond or Obligation bearing equal date with the above written Obligation become bound unto W. P. and W: E: Churchwardens of thes.d Parish of Bromyard and their Successors in the penal Sum of 40. wth a Cond.r thereund.r written That if the above named W. L: & Edwd D: their heirs Ex.rs or Adm.rs and every or any of them did from time to time and at all times thereafter Acquit discharge save harmless and keep Indempnifyed thes.d W. P. & W. E: Churchw.dns of the Parish of Bromyard aforesaid and their Successors for the time being and every of them As also all the Inhabitants and Parishoners of the said Parish which then were or thereafter should be for the

time being and every of them of and from all and all manner of Costs Charges and Expences whatsoever wch sho.d at any time or times arise happen grow or be imposed upon them or any of them for or by reason or means of the Nurseing Educating and bringing up of a Certain Male Bastard Child born in the said Parish of Bromyard and then put out to Nurse in the said Parish And of and from all other Costs Charges Troubles and demands whatsoever touching or Concerning the Premises then the said recited Obligation to be void As in and by the said in part recited Bond or Obligation with the Condition thereunder written relation being had may appear

Now the Condition of this Obligacon is such that if the above bounden I: C: his heirs Exec.rs or Adm.rs do and shall from time to time and at all times hereafter

save harmless and keep Indempnifyed them the s^d: Wm Lilley and Edward Drew their and each of their heirs Ex^rs and Adm^rs and their and each and every of their Goods and Chattles Lands and Tenem^ts off and from all Costs Charges and Expences Actions Suites Troubles and demands whatsoever which they the s^d: Wm Lilley and Edwd Drew or either of them their or either of their heirs Exec^rs or Adm^rs shall or may at any time or times hereafter Sustain or be put unto ~~unto~~ by reason or means of the said W: L: and Edward Drew becoming bound in the s^d Bond to the s^d Churchwardens of Bromyard and their Successors and all the Consequences thereof then this Obligation to be void or else to remain in full Fforce and virtue.

Sealed &c.

J: C

1st Let the Cryer make 3 Proclamacons

All manner of Persons that owe Suite and Service at this Court Leet and Law day now to be holden for the lower Division of Oswalds low Hundred draw near and give your Attendance.

2^d. Then call the Constables and Tythingmen, to deliver in the Lists of the Resiants within their respective Constablewicks and Tythings, and to pay their Fines.

3^d Then call over all the Names of the Resiants.

4th. Then say Essoyns and proferrs for the Court 3 times, If any one will be Essoyned let some body do it for him

th
5. Then Swear the Jury.

The Foremans Oath.

You as Foreman of this Jury shall diligently enquire and true presentm.t make of all such Matters and things as shall be given you in Charge or shall come to your own knowledge, touching this present service, the Kings Council your Fellows and your own you shall keep secret, You shall present no one for hatred or Malice, nor leave any one unpresented for favour or affection, for Love, or gain, or any hopes thereof, but in all things you shall present the truth the whole truth, and nothing but the truth, So help you God.

The rest of the Jury by Three.

The same Oath which your Foreman hath taken on his behalfe you and every of you shall, well and truly observe and keep on your parts. So help you God.

All above 12 y.rs to be sworn to be faithful to the King.

Heads of the Charge to the Jury.

Offences only presentable here are petty Treason and Fellonies, Offences presentable as well as punishable.

Take Notice of the Proclamation ag.t Imorality and Prophaness.

The Act of the 1.st of King Geo: 1.st To prevent the destroying of Timber Trees and other Trees for Ornament Shelter or Profit.

All Riots, Routs, and unlawfull assemblys.

If the Constable has done his Duty in pursueing of Hues and Cry's and apprehend.g of Rogues, Vagrants and Sturdy Beggars

And for Securing such idle Persons, there ought to be a Pair of Stocks kept in each Tything, it being the Tything mans Prison a thing very usefull as the world now goes

All Blood shedds.

All disorderly houses, and those that sell ale without Lycence.

All disturbers of the Peace,
All Eves droppers.
Amerce those that make default in appearing this day.

Forestallers, is One that buys up Corn, or any other Victualls that is Carrying to a ffair or Markett to be Sold before it be brought into the Markett.

Ingrosser, is one that doth buy Corn growing on the ground (otherwise than by Demise or Grant) or any Butter or Cheese or other Victuals w. Intent to sell the same again for unreasonable profitt.

Regrator, is one that in open Markett doth buy and get into his own hand Corn or other Dead Victuals, and the same doth sell again in some other ffair or Markett within ffour Miles of the same place.

The Game.

Highway's and Dikes, and to make ffences to divide their Comon fields.

To Amerce those that have broken the Paines laid at the last Court

Cottages.

If any Horse Cart or ffootway be stopped up, or dunged that is an Antient one, Or if any house, Wall, Hedge or Ditch be sett up or made in the Kings Highway, or any Watercourse stopped or turned thereinto, Dung or other offensive thing be laid in or near it or any other Nusance to the Annoyance of the Kings Subjects, it is hereby punishable.

2: Geo: 2. Confirms the Act 33. Hen. 8. An Act for debarring unlawfull Games to keeps an Alley or Place of Bowling forfits 40s. And the Person that plays. 6s. 8d.

Proclamation for the Charge:

You Gentlemen of the Jury that are Sworn draw near and hear your Charge. And the Court Commandeth all Men to keep Silence whilest the Charge is giving

Note, before the Charge is given, — gather the Common Fine, if any.

The Charge.

Gentlemen.

I shall not trouble you with a long & tedious repitition of the Antiquity of a Court Leet or the Jurisdittion of the same; It — shall Suffice at this time to tell you. That to this Manor are Appendant, Two Courts, the One called a Leet or View of Frank pledge, Where we have power to enquire of and Punish all Offences against the Peace, and determine Matters of Controversy between the King and Subject. The other is called a Court — Baron, Wherein we have power to enquire of and adjust all matters between Lord and Tenant.

As to the first, of the Court Leet, you having taken an Oath to enquire of Such things as shall be given you in Charge; it — doth thereupon necessarily follow that I give you one; in which (knowing you to be Men who are well Accustomed to, and well able to go thro' a Matter of this Nature) — I shall proceed briefly to some Particulars, which are as follow.

First you are to enquire who they are that owe Suit and Service to this Court, and Whether they be Sworn to do the same, or not; — Such as are Absent on lawfull Occasions — you have power to Amerce as you shall think fit in reason. In the next Place, you are to enquire if any Person was presented at the last Court for any Offence; Whether — the same was reformed within the time limitted.

in such Presentment; if so, the Penalty is to be sett aside; if otherwise, you must present accordingly, that the Penalty may be levied for the Lord's Use.

Note. You must call to the Constable for a Leet-Bill, which should Comprehend all Inhabitants of the Leet within the Precinct, above the Age of Sixteen. It is usual to present one, and set a reasonable Amerciament, and give him till a further day for Amendments under a great Penalty.

Nusances.

Nusans. You are to Enquire of and Present all Nusances. A Nusance is that which is an Annoyance or Disturbance to many: It cannot be said to be to one, for it is *Commune Nocumentum*.

First as to Nusances in the Highways

If any encroach upon the King's Highway, by hedging, Ditching, or otherwise inclose any part of the Highway; this is a Nusance, and by you enquirable, presentable, and Punishable.

Laystalls and Dunghills.

If any make any Laystalls, Dunghills, or lay any Timber-wood, or other thing in the Highway, whereby the same is in the least obstructed; this is also a Nusance and by you enquirable &c.

Scouring Dithes &c.

If any do not Scour their Dithes, or lop their Trees, and keep their bushes low next the King's highway; this is an occasion of Impairing the Highway and by you enquirable &c.

Turn over

Watercourses.

If any divert an Ancient Way, or an Ancient Watercourse out of it's proper Channel; this is also enquirable, presentable, and punishable.

Carrion or Stinking Cloth.

If any person lay any Carrion, or any other Stinking Dirt in the Highway, by this means the Air is Corrupted, which is a Nusance; and by you Enquirable &c.

If any lay any Stomp, or otherwise corrupt any Common Stream of Water; this is also a Nusance, and by you enquirable &c.

Fences ag.t Common,

If any do not maintain a Sufficient Lodge or Fence against any Common or Common Highway, whereby his Neighb.rs Cattle may the more easily trespass on his Ground, and he impounds them; this occasions Suits and Controversies, and leads to the Breach of the Peace, and Consequently by you enquirable &c.

Eves droppers

You are to Enquire of Eves droppers, Such as Listen under Walls or Windows to hear Tales, and report them amongst the Neighbourhood; this tends to the breach of the Peace, and by you enquirable &c.

Barrators.

You are to Enquire and present all Common Barrators, Scolds, and other Breakers of the Peace, and punish the Offenders accord.g, you are to enquire of all Riotts, Routs, and unlawfull Assemblies.

Unlicensed Alehouses.

You are to enquire of all unlicensed Alehouses, and present the Offenders And if any Inns or Alehouses have a Licence, yet you are to enquire if they Keep good Orders in their Houses, otherwise you are to present and punish the Offend.rs

Gaming houses

You are to enquire of all Gaming Houses, Houses of Baudry, and other such lewd and disorderly plases.

Bakers, Butchers &c.

You are to Enquire of all Bakers, Butchers, Poulterers, and others, that they vend good and wholsome Meat and Drink, fit for Mans Body: If any offend herein, you are to present and punish the Offenders.

Pound-breach.

You are to enquire of all Pound breach and Rescous. If any Cattle be put in the Lords pound, and taken out by force, otherwise than by due Course of Law; this is called Pound-breach and by you enquirable &c.

Rescue from the Sheriffe.

Also if any Rescue any Cattle, or other things, from the Custody of the Sheriffe, or

any of his Bailiffs or Officers; this is called a Rescous and by you enquirable &c.

Game.

You are to enquire, if any (not being qualifyed according to Law) keep any Greyhounds, setting Dogs, Nets or any other Engine to destroy the Game, and to present the same accordingly.

Constables

You are to enquire of your Constables, Surveyors of the Highways and all other Publick Officers within the Precinct of this Leet, that they have duely Sworn their respective Offices; if any have been therein remiss you are to present the Offenders.

Conclusion.

Gentlemen.

I might enlarge on Sev. other Heads (& Particulars); but knowing your Abilities, I shall not trouble you with any more

Particulars at present, but give you this in Gonoral, That whatsoever you know of your own knowledge to be enquirable and p.sentable, that you make due presentment thereof; — and if any thing of dispute or difficulty arise if you repair to me, you shall receive the best Instruction I can give you: and so — pray go together, and Consider of your Verdict.

Note. There are 2 or 3 things that are p.sentable in a Court Leet, but not being punishable, they are not taken Notice of here, as being more Proper for the Quarter Sessions or Assizes.

Presentments for Sessions or Assizes.

Another Proclamation by the Crier.

If any person can Inform the Steward or this Inquest, of any Offences committed against our Soveriegn Lord the King, wch. — to this Court do appertain to take — Cognizance of (which Offences you may —

read in the Charge) let them come into the Court, and they shall be heard.

And if any Person appear, Swear him thus:

Evidence Sworn. } The Evidence that you shall give at this Inquest, shall be the Truth, the — whole Truth and nothing but the truth. So help you God.

The Steward having given direction — to the Jury to enquire of their Charge, in the mean time the Court commonly — Adjourns to Dinner, which is by Proclamation thus:

Proclamation.
Court adjourned.

All Manner of Persons that are obliged to give their Attendance at this Court, have — liberty to depart till 3 of the Clock in the — Afternoon, at which time they are to appear again at their Perils.

At the time appointed, the Court being returned, assemble a Court by by Proclamation thus:

Proclamacon.

All Manner of persons that were obliged to give their attendance on this Court, and were adjourned till 3 of the Clock, are now to give attendance again, as they will answer the Contrary at their perils.

Then let the Steward call for the p.sentm.ts of the Jury, &c. and if they are not ready give them a day and adjourn the Court till y.t; and then make proclamation as before, and enter all your adjournm.ts on the Court Roll.

But if the p.sentm.ts are ready, ask them if they are agreed, which if they all say, Yes, Ask them if they are Content that their presentm.t shd. be altered; if they agree, read them in English, and amend the form as you see occasion.

Then you may Swear such officers as are to be Sworn; such as Constables, Haywards Affeerors. &c.

afterwards discharge the Court by Proclamation, and Command the Crier to make three times, O Yes,

Assignm.t of Debts.

Know all men by these presents that I J: J: the Elder of the City of Worc.st.r Chapman for and in Consideration that I owe and Stand indebted Jo: Noble and John Allason of the City of London Merchants in the Sum of Pounds of Lawfull money of Great Britain and for the better Securing and repaying the same to them the said Jo: Noble and J: Allason and for diverse other good Causes and valuable Considerations me the said Jo: P: hereunto moving Hath granted Assigned transferred and sett over and by these presents Doth grant transferr assigne and sett over unto the s.d Jo: N: and J: A: the Several debts Sumes of Money to me due and owing from the Sev.ll Persons hereafter particularly mentioned (viz.t) from Andrew Simpson the Sum of 27. and so on naming all the persons indebted and the Sev.ll Sumes of money All which said Several Sumes of Money are due and owing to me from the Severall and respective persons abovementioned To have and To hold the said Severale Sumes of Money above mentioned and all benefit and Advantage thereof to the s.d J: N: & J: A: their

For the better recovering and reviewing ye. severgl. & respective debts

Exec.ts Adm.ts and Assignes for ever And I the said I: P: do by these presents make ordain Constitute and Appoint thes.d J: N: & J: A: my true and Lawfull Attorneys for me and in my Name but to and for their own proper use. give Power and Authority to thes.d J: N: & J: A: their Exec.ts Adm.ts and Assignes to sue and Implead all or any the Persons above mentioned in any Court or Courts of Record whatsoever for the Recovery thereof or any part thereof And Acquittances or Releases for the same to give and Execute at their own Wills and Pleasures, And I the said I: P: do by these presents for my selfe my Exec.ts Adm.ts & Ass.s Covenant promise and grant to and with thes.d J: N: & J: A: their Ex.ts Adm.ts and Assignes that I the said I: P: have not nor will not at time hereafter ~~[illegible]~~ release or discharge all or any the Person or Persons above mentioned from any the Debt or Debts from them or any of them to me due and owing In Witness where I thes.d J: P have hereunto put my hand and Seal the day of &c

This Ind.re made the 17.th day of Aug.t in the 10.th year of the Reigne of our Sovereigne Lord George the 2.d &c. And in the year of our Lord 1736. Betw.n Edm.d Leeth of the Parish of All Saints in the City of Wor.ch Brasier & Pewterer and John Porter Apprentice to thes.d Edm.d Leeth of the one p.t and Wm. Southall of the Parish of All Saints aforesd. Brasier & Pewterer of the other part. Whereas ys.d John Porter by Ind.re bearing date the 14.th day of July which was in the year of our Lord 1733. Did put himselfe Apprentice to thes.d Edmund Leeth to learn his Art and with him after the manner of an Apprentice to serve from the 29.th day of May then last past unto the full end & Term of Seven Years from thence next ensueing and fully to be Compleat and ended As in and by thes.d in part recited Ind.re relation being thereunto had may more fully and at large appear And Whereas the said Edm.d L: by the Consent of thes.d John Porter hath agreed to assigne and turne over his said

Apprentice to the s.d Wm. Southall to be taught and Instructed in the s.d Trade of a Brasier and Dewterer for and during all the rest and residue of the said Term of Seven years wch. is yet to come and unexpired Now this Indre. Witnesseth that ye. s.d Edmd. Leeth by and with the Consent of the said Jno. Porter as aforesd. testifyed by his being a Party hereto and Signing & Sealing hereof and for other good Causes & Considerations now moveing Hath assigned and sett over and by these presents Doth fully and absolutely assigne and sett over unto the said Wm. Southall all such right, title, Claim and Intt. Apprenticeship Service Term of years and demand which he the said Edmd. Leeth hath in or to the said John Porter or which he might or ought to have by vertue of the said Indre. of apprenticeship or otherwise howsoever And ye s.d Edmd. Leeth doth hereby give & grant unto the s.d Wm. Southall his full power and Lawfull

Authority for the having keeping and enjoying of the s.d Jno. Porter for and during all the rest residue & remr. of the said Term of Seven years yet to come & unexpired And the said Jno. Porter doth hereby as much as in him lyes or he may or can set himselfe Apprentice to the said William Southall wth. him after the manner of an Apprentice to live & serve dureing all the rest & residue of the said Term of Seven years in ye. said in part recited Indre. ~~Indre.~~ of apprenticeship mentioned yet to come & unexpired dureing wch. said residue of the said term of Seven years he the said Jno. Porter doth agree & Covenant to & with the said Wm. Southall That he the said Jno. Porter shall and will well and faithfully serve the s.d Wm. Southall and in all things behave himselfe as a Just and faithfull Apprentice ought to do during the residue of the aforesaid Term And the s.d Wm. Southall in Consideracon of the premises & of the Sum of ffour pounds of Lawfull money of Great Brittain to him in hand paid by the said Edmund Leeth at or before the Ensealing hereof the receipt whereof the said Wm. Southall doth hereby acknowledge & thereof & of every part & parcell thereof Doth hereby fully acquitt

release & discharge thes.d Edmund Leeth his Exec.rs Adm.rs & assignes And also doth hereby Cov.t promise and agree to and with thes.d Edm.d Leeth his Executors Adm.rs & ass.s That he y.e s.d Wm. Southall shall & will during all the rest & residue of y.e s.d Term of 7 Years yet to come & unexpired Teach & Instruct or Cause to be taught & instructed thesaid John Porter in the Art Trade or Mistery of a Brasier & Pewterer which he now useth in the best way & manner that he can And shall & will also find allow & provide to and for thes.d John Porter good sufficient and wholsome meat Drink Washing & Lodging during all the rest and residue of the Term aforesaid and from the said in part recited Ind.re of Apprenticeshipp & every Covenant matter & thing therein contained save harmless & keep Indempnified thes.d Edmund Leeth his Exec.rs & Adm.rs In Witness whereof the parties first above named to these presents their hands and Seales have Int.r changeably sett the day and Year first above written.

Sealed & delivered being first duly stamp'd in the presence of Wm. Bund

Edm.d Leeth ⊕
Jn.o Porter ⊕
Wm. Southall ⊕

A Rec.t for the Consideracon money.

said Deed of Gift shall be delivered up to thesaid Joseph Hundley to be Cancelled And that only the afore mentioned Will of thesaid Joseph Hundley shall stand and be in full force Witness our hands the day and Year aforesaid.

Jointure.

26th Septr. 1744. Miss Morse being seized in ffee of a Messuage in Worcr. of this date made in Consn. of a Marriage intended wth. Mr. Taylor & for a Competent provision for her if she shod. happen to Survive him, Conveys said Messe by Lease and Release to Trustees.

To ye. use of her self till Marriage.
after Marr to intended husband for life saus impeachmt. &c. and not Subject to his debts.

Remr. to Trustees during the life of the Wife In Trust to preserve Contingent Remrs. but to permitt the Husband to receive the rents during her life and not Subject to his debts.

Remr. to Children both Male and ffemale of the Wife by the husband to be begotten as Tenants in Common, and the Several & respective heirs of the Body and Bodies of all & every such Children the share of such to Survive &c.

Remr. to the intended husband in ffee.

Put the Settlemt. wch. see.

The Marr took effect, & there is issue of the Marr, and the husband and Wife are desireous of selling the

the Premises, if 'tis in their power to make a Title without the Trustees, one of whom refuses to Join in the Conveyance.

Quære. Under these Circumstances, have the Husband & Wife, or either of them such an Estate, as by any Act of them, they can convey an Estate in ffee, for life or lives or for years wth. Safety to a Purchaser, exclusive of the Trustees.

This Settlemt. is very inaccurately drawn, and so as to vest no Estate in the Wife at all notwithstanding ye genl. Intent of the parties appears to be to Settle this Estate on the Wife in Jointure; ..... The Husband certainly hath an Estate for life only with a Contingt. remr. to the Children in Tail, which may fall to the ground in Case the husband shod. do any Act to forfeit his Estate, as there is no Limitation to Trustees to support Contingent Remrs. during ye. Life of the Husband, and I apprehend ye husband can by no Act whatsoever convey any greater Estate but for his own Life, but this he may do wth. out any Concurrence of the Trustees.

G. Nares.
Worcr. March ye. 29th.
1748.

A Warrant to Collect Amerciam.ts Imposed by the Homage at a Court Leet and Court Baron.

Manor of Tardebigg. to wit

To the Bayliffe of the Manor aforesaid.

These are to require you upon sight hereof to demand Collect and gather the Several Sums of Money of the Sev.l Persons hereunder written at their Several names appearing being Amerciaments sett and Imposed upon them by the Homage Sworne at a Court Leet and Court Baron of the Right Hon.ble George Lord Marquess Halifax Guardian to the Right Hon.ble Other Lord Windsor Lord of the said Manor held for the said Manor the 12.th of Octob.r for Sev.l Offences And if any of the s.d Persons do refuse to pay the said Sums of Money at their Names appearing That then you distrain the Goods and Chattles of such Person & Persons so refusing and such distress & distresses you detain and keep untile the respective Sums of Money at their Names appearing shall be satisfyed and paid for the use of the Lord of the said Manor hereof faile not Given under my hand

Doth bargaine and Sell unto the s.d

Parcells } I: C: his Exec.ts Adm.ts & Ass.s All those undivided Two parts in three &c. together w.th all Wayes Waters Watercourses hedges Ditches Trees Easements profitts Commons Commodities hereditaments and appurts to the said Premises belonging or appertaining or therewith commonly used and enjoyed And the Reversion and Reversions rem.r and rem.rs Rents Issues and profitts of all and singular the said Premises To have and To hold the said Two parts in three of the said Cottage lands and Premises hereby demised and every part and parcell thereof with the Appurtenancy unto y.e said I: C: his Exec.ts Adm.ts and ass.s from the day before the date hereof for & during the term of One whole Year from thence next ensueing and fully to be Compleat and ended yielding and paying therefore unto the said Philip T: his heirs and Assign's

the

the Rent of One pepper Corn at the Feast of Saint Michael the Arch angel (if the same shall be Lawfully demanded) To the Intent and purpose that by Vertue hereof and by force of the Statute for transferring uses into possion he the said John L: may be in the Actual possion of the said Premises and may thereby enabled to Accept and take a Grant and Release of the Reversion and Inheritance thereof to him and his Heirs for ever In Witness &c

I Do hereby Authorize & impower Wm A: of the &c. To Act Jointly with Mr B: L: of &c. in Receiving the Rents of my Severall Estate in the County of Essex &c, in making Sale of my Personal Estate & discharging my Debts, pursuant to a Power given already in Writing to the B: L: And to do all other Matters & things in Conjunct with the Barrow L: which he the B: L: might or can do by Vertue of the above mentioned Power. And I do direct that out of the Rents & produce of the Personal Estate he the Wm A: shall primarily discharge a Debt due on Bond for 200. & the Int. thereof to Mr Armael Houghton, and one other Debt on Bond for forty pounds and Int. to Mrs Jane L. And also 10. due to himself and 40 to Mr Thomas Blayney In Witness whereof I have hereunto set my Hand this 20th day of July 1744.

John Harris.

Take Notice that I have distrained ~~the~~ for four Years Chiefe rent or Quit rent being 1:12.0. Issueing out of an Estate called Hodnetts in Howsel in the Parish of Leigh in the County of Worcester due at Lady day 1746. to James Cocks Esqr. And yt. if you don't replevy the said within Five days pursuant to the Act of Parliament in that Case made and provided the same will be Appraised and sold according to the direction of the said Act Witness my hand the 26th. day of May 1746.

Worcestershire. To the

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Mis-Oriented Page(s)

Doggs &c. for Killing of Game according to the Acts of Parliament in that Case made, ~~that~~ which you shall Instly suspect to have or keep in his or their Custody any Gunns, Greyhounds, setting, ~~sett~~ Doggs, or other Doggs, Ferrets, Hays, Trammells, or other Netts Snares or Engines for the taking and killing of Hares, Comes Pheasants, Partridges or other Game, and such Gunns Greyhounds, setting Doggs, or other Doggs, Ferretts Hays Trammells or other Netts Snares or Engines as aforesaid wch. you or any of you shall so find to Seize detain and keep to and for the use of the Lord of the said Manors of Leigh and Suckley or otherwise destroy the same the same, And that you do Certifie unto me unto me what you do in the premises Given under my hand and Seale this 12th. day of Feby. in the Year of our Lord 1742.

Richd. Cookesey

(44)

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(84)

Mis-Oriented Page(s)

Lease for a Year.

This Ind.re made the 17.th day of June in y.e 11.th year of the Reign of &c. 1737. Between P: T: of the Parish of C: in the County of W: Carpenter of the one part and Jn.o C: of Castleditch in the County of Hereford Esq.r of the other part Witnesseth that the s.d P: T: as well for & in Consideration of the Sum of 5.s of lawful money of Great Britain to him well and truely in hand paid by the said John Cocks at and before the ensealing and delivery of these presents the Receipt whereof the s.d P: T: doth hereby Acknowledge and thereof doth Acquitt and discharge the said John C: his Exec.rs Adm.rs and Assignes and every of them by these presents As also for divers other good Causes and Cons.ns him the said P: T: thereunto especially moving Hath bargained and sold and by these p.sents

A Warr.t abo.t the Game.

Worcestershire. To the Constables of Leigh, Suckley, Alfrick, and Lulsley, in the said County and to ~~[illegible]~~ every of them, and To Mr Sam.l Spooner Sworn Constable to Execute this Warr.t

Whereas Complaint has been made unto me one of his Majesties Justices of the Peace for the said County by Sam.l Spooner Gentl. Game Keeper to James Cocks Esq.r that of late the Game within the Manors of Leigh, and Suckley, aforesaid hath been destroyed and that Sev.l persons do keep and have been seen to walk about within the Liberties of the said Manors with Guns Doggs &c. not being Legally Qualified to do the same Now for the better preservation of the Game for the ffuture These are in his Majesties Name to Command you and every of you, and you are hereby authorized to Search the houses Outhouses or other places (in the day time) of any Persons within your Liberty's who have not Estates sufficient to Qualifye them to keep Gunns,

Mis-Oriented Page(s)

Scituate and being in the Parish of All Sts. in the City of Worcestr. and whereon John Twittey Gent. in his life time built part of a Stable late in the possion of Wm. Foster but now of Mark Guier Innholder To have and To hold the said piece or Parcell of garden ground and Premises with the Appurts unto the sd. Dorothy Twitty her heirs & assignes To the only proper use and behoofe of the said Dorothy Twittey and of her Heirs & assignes for ever So that neither they the said Ann Pratt and George Pratt and their respective Heirs nor any other Person for her him or them or in her his or their Names or in the Name or Stead of any of them shall or will by any way's or means hereafter have Claim Challenge or demand any Estate right Title or Intt. of in or to the said Premises or any part thereof But thereof and therefrom and from all Actions claimes & demands of or Concerning the same is are & shall be utterly Excluded and for ever debarred by these presents In Witness whereof the party's to these presents their hands & Seals have Interchangeably put the day and year first above written.

A. P. ⊕
G. P. ⊕

Sealed etc.

(84)

Livery and Seisin to be Indorsed on a Affeoffment.

Sealed and delivered (being first duly stamped) And at the same time being on the day and year within written full peaceable and quiet possession Livery and Seizin was given and delivered by the within named Thomas Martin to the within named Robert Martin of the Messe or Tenemt. Workhouse Buildings Garden Lands and Premises with the appurts within granted and Enffeoffed To hold to him his heirs and Assignes According to the purport true Intent and meaning of the within written Deed in the presence of us.

C. C.
W. S.

(47)

Mis-Oriented Page(s)

lodged by Robt. Tracy Esqr. agt. Tho.
Winford Esqr. one of the Sitting Membs:
for a pretended undue Election and the
the said Joseph Hindley being Summoned
to Appear before the House of Commons
on the 2d. day of Febry. next And being
Apprehensive that he may have made some
Mistake in such return as aforesaid and
in Order to prevent his Estate both real
and Personal to Suffer by Damages and Costs
being recovered agt. him hath made and
Executed a Deed of Gift in Writing to us of
all his real and Personal Estate whatsoever
Now We do hereby promise declare
and agree that in Case ye. said Jos: H:
shall not be any ways injured or hurt
in his Fortune by Damages and Costs to
be recovered against him on any Actions
to be brought against him or otherwise
howsoever for or on Account of his
Acting as Sheriffe at the last Election
for the said City of Coore. That then the

(60)

A Release of a piece of Land.

This Indenture made the 18th. day of May
1738. Between Ann Pratt of the City of
Worcestr. Widow and Geo: Pratt of Bromsberrow St.
Edward in the County of Middlesex Gentl. Son
and Heir of James Pratt late of the City of
Worcr. Apothecary deceased by the said Ann
of the one part and Dorothy Twitty of
Rawkswood near the City of Coore. Widow of
the other part Witnesseth that the said
Ann Pratt and Geo: Pratt in Consideration of the
Cons. 3 said Dorothy Twitty's Surrendring up to the
said Ann Pratt a Bond value 20. And for
other good Causes and Cons. us now moving They
the said Ann Pratt and G: Pratt Have remised
released and for ever quitt claimed and by these
presents Do for themselves and their Heirs
Heirs remise release and for ever quitt
claime unto the said Dorothy Twitty All
that piece or parcell of ground lately taken
out of the Garden of the said Ann Pratt

(61)

Mis-Oriented Page(s)

their heirs Exec.ts & Adm.ts and every of them Joyntly and Severally Covenant promise and agree to and with the said Jos: H: his heirs Exec.ts & Adm.ts and every of them by these presents that they the said Wm. Hundley E: H: and P: E: their Ex.ts Adm.ts or ass.s or some or one of them shall and will find and Provide for the said Jos: Hundley Necessary and Convenient Meat Drink Washing Lodging Cloth's Linnen and all other Necessarys during the Term of his Natural life according to the Agreem.t

✠ In Wit. hereinbefore mentioned ✠ / And Lastly it is agreed between the said parties to these presents that the said Penel: E: shall have and receive the Sum of 100. more than her third part of the real and Personal Estate of the said J: H. in regard of the said 100. that she the said Pen: E: hath agreed to discharge her s.d Father off as afores: In Witness &c.

A Defeazance of the Preceeding Deed of Gift.

Memorand.m

Whereas J: H. of the Pish of All S.ts in the City of Wo.r Barb.r Chirurgeon Did on y.e 25.th Jan.y Instant duly Exemte his last will & Testam.t in Writing And thereby gave and devised unto us Wm. H: Barber Chir.n Eliz: H: Spinst and Pen: Eckley Wid.o all of the Parish of All Saints aforesaid Son and Daughters of the said Joseph Hundley All his real and Personal Estate as Equally as he could amongst us And whereas y.e said Joseph Hundley being Sheriffe of the City of Worc.r for part of the Year 1747. When the Gen.l Election of Members of Parliament for the said City happened to make some mistake and being threatened with accons to be brought ag.t him for Considerable Sums of money in not duely returning Members to Parliament for the said City And there being a Petition

Mis-Oriented Page(s)

the world being all above the age of 21 Yrs. Hath given granted ~~and~~ Enffeoffed and confirmed and by these presents. Doth give grant ~~and~~ Enffeoffe and confirme unto the said W. H: E: H: and P: Eckl: their heirs Exrs. and Admrs. As well all that the aforesaid ffreehold ffarm & Lands scituate in the Parish of Feckenham in the County of Worcester with their Appurts As also all that One ffreehold Messuage or Tenemt. with the Appurtenances scituate in the said Parish of All Saints in the said City of Worcester To have and To hold the said Messuage or Tenemt. ffarm Lands Tenements and Hereditaments with their and every of their Appurtences unto the said William Hundley Elizabeth Hundley and Pen: Eckley their heirs and Assignes for ever And this Indre. Further Witnesseth that the said Joseph H: for the Consns. aforesaid Hath given

given granted and Confirmed and by these presents Doth give grant and Confirme unto the said Wm. H: E: H: & Pen: E: All his Goods Chattles and personal Estate whatsoever To have and To hold the said Goods Chattles and personal Estate whatsoever unto the said Wm. Hundley E: H: & P: E: their Exercrs. Admrs. & Assrs. for ever Subject only to thesd. Wm. H: E: H: & Pen: E: their Exercrs. Admrs. & Assrs. finding and providing for the said Jos: Hundley necessary and Convenient Meat Drink Washing Lodging Cloths Linnen and all other Necessarys during his Life, And the said Joseph Hundley doth hereby grant for him his heirs Exercrs. and Admrs. that he and they will Warrant all and Singular the aforesaid Lands Tenemts. Goods & Chattles with the Appurtences to the said Wm. H: E: H: and Pen: Eckley their heirs Exercrs. Admrs. & Assrs. agt. him the said Joseph H: his heirs and Assignes and all other persons whatsoever And the said Wm. H: E: H: and P: E: do hereby for themselves

Warranty

Deed of Gift of Lands &c Goods &c in Cons.n of Maintaining a Person during Life.

This Ind.re made the 26.th day of Jan.y &c 1747. Between Jos: H: of the Parish of All S.ts in the City of Worc.r &c of the One part & W: H: of the same place &c. Eliz. H: of the same Spinster and Pen: E: of the same Wid.o the Son & Daurs of thes.d J: H: of the other part Whereas the said Jos: H: is justly indebted to the said Penel: E: in the Sum of 100.lb being Money lent by her to the said Joseph Hundley to discharge a Mortgage of a Farm and Lands in the Parish of Feckenham in the County of Worc.r made by him to the Rev.d M.r Sam.l Holcombe for Security of the Sum of 100.lb & Int.t w.ch 100.lb now remains due to the said Penel: E: And Whereas the said Joseph H: being advanced in Years is willing and desireous to make a Provision for his

said Three Children in his life time And for that purpose hath agreed to give and grant unto thes.d W. H: E: H: & P: E: as well thes.d Farm & Lands in the Parish of Feckenham aforesaid As also his Freehold Messe or Tenement & Premises Scituate in the said Parish of All S.ts in the said City And also all his Goods Chattles and Personal Estate w.t soever They thes.d W: H: E: H: & P: E: faiding and providing for the said Joseph H: necessary and Convenient Meat Drink Washing lodging Cloths Linnen and all other Necessarys during his Life Now this Ind.re witnesseth that the said Joseph Hundley as well for & in Cons.n that thes.d P: E: hath agreed to discharge thes.d Sum of 100.lb so due and owing to her from the said J: H: As also for & in Consideration of the natural Love & affection w.ch he thes.d J: H: hath & beareth unto the said W: H: E: H: & P: E: and for their better preferrm.t and advancement in

Mis-Oriented Page(s)

150.

Bill of Sale.

To all to whom these p^sents shall come

Whereas I Jane Wilkhouse of this Parish of St Peters in the City of Worcester Wid^o am Indebted to M^r Wm Gwinale and Mary his Wife and Sarah Wale the Sister of the said Mary which said Mary and Sarah were the Daughters and Cohoirs at Law of William Wall late of ye City of Worcester Victualler deceased in the Sum of Four pounds and Ten Shillings due at Lady day last for Arrears of Rent for a Messuage Backside Outhouses and p^mises that I now live in in the S^d Parish of Saint Peter in the City of Worcester And Whereas there will be due at Midsumer next to the said William Gwinale and Mary his Wife and the said Sarah Wale the Sum of one pound and Ten Shillings more for the said Messuage and p^mises, in all amounting to the Sum of Six pounds Now know ye that I the said Jane Wilkhouse for the better Security and sure Payment of the said Sum

Sealed & Delivered (being first duly Stamped) in the p^sence of Thos Wilkhouse Rec^d Sixty Eight Pounds in full of the above mentioned p^mises. Wm Gwinale

of Six pounds so due and to be due as aforesaid Have Bargained Sold and delivered and by these p^sents Do Bargain Sell and deliver unto the said William Gwinale and Mary his Wife and Sarah Wale All

To have and To Hold all and Singular the above mentioned Household Goods and Implem^ts of Household Stuffe hereby bargained and Sold unto the said William Gwinal & M^y his Wife & Sarah Wale their Ex^rs Adm^rs and Ass^s as their proper own proper goods and Chattles for ever, And I the said Jane Wilkhouse do hereby for my Self my Ex^rs & Adm^rs Covenant promise & agree to & with ye said William Gwinale & Mary his Wife & Sarah Wale their Ex^rs Adm^rs & Ass^s by these p^sents that is to say That it shall & may be Lawfull to & for the said William Gwinale & Mary his Wife & Sarah Wale their Ex^rs Adm^rs & Ass^s from time to time & at all times hereafter peaceably & quietly to have hold & Enjoy all & Singular the above mentioned bargained & Sold p^mises unto the said William Gwinale & Mary his Wife & Sarah Wale their Ex^rs Adm^rs & Assigns without Let Suit trouble hindrance Interruption Eviction or disturbance of me the said Jane Wilkhouse my Ex^rs Adm^rs & Ass^s or

Seal'd & Delivered (being first duly Stamped) in the p^sence of Thos Wilkhouse Rec^d Sixty Eight Pounds in full of the above mentioned p^mises. Wm Gwinale

of from or by any other Person or Persons Claiming or to Claim by from or under me the said Jane Wilkhouse

Mis-Oriented Page(s)

appertaining, and the Reversion, and
Reversions, Remt. & Remts. Rents,
Issues and profitts of the said Premises,
and of every part and parcel thereof;
And all the Estate, Right, Title, Intt. Claim
& demand whatsoever of him the said
D: E: of, in and to the said Messuages &c.
and Premises and every part thereof —
To have and To hold the said
Messuages &c. and all and singular
other the premises above mentioned,
and every part and Parcell thereof, wth.
the Appurtenances unto the said G: H:
his heirs and Ass.s To the only proper use
and behoofe of the said G: H: his heirs
and assignes for ever And the said

Mis-Oriented Page(s)

Of Bargaines and Sales.

A Bargain & Sale transferrs Lands or Tenements from one Person to another; but a Bill of Sale only the Property of Goods. There must always be a valuable Consid.n, where Lands are Conveyed by Bargain and Sale: And where the Freehold is by such Deed to pass, Inrollment is necessary within Six Months after the date of the Bargain and Sale, and then it needs no Livery and Seisin. A Bill of Sale of Goods and Chattels may be made without a valuable Consideration, or Inrollm.t; but must have Livery & Seizen.

A Bargaine & Sale of Lands.

This Indenture made the day of in the year of the reign of &c. Between D: C: of &c. of the one p.t & G: H: of &c. of the other p.t Witnesseth. That the said D: C: for and in Cons.n of the Sum of &c. of Lawful money of G.t Brit.n to him the s.d D: C: in hand well and truely paid, by the s.d G H: the Receipt whereof is hereby Acknowledged; he the said D: C: Hath granted bargained and sold and by these presents Doth grant bargaine and sell unto the said G: H: his heirs and Assignes All those Messuages &c. and also all Trees, woods, Underwoods, Tithes, Comm.ns and Common of Pasture, Wayes Waters, Watercourses, Profits, Commodities Advantages, Hereditaments and Appurts whatsoever, to the said Messuages &c. above mentioned belonging or in any wise.

or procurem.t shall be Tenant or Ten.ts of the s.d Premises now in our respective possions or Occupacions as afores.d And we have respectively paid to Edward Roberts of the City of Worc.r Gent.l (Attorney for the s.d Dorothy Roberts) 1.d each on her behalfe in the Name of Seizin and Possession of the respective Rents of the s.d Sev.l parts of the s.d Premises granted by the said Mortgage now in our respective possions or Occupations as aforesaid Dated this 20.th day of February 1745.

Witness to the Signing and Paym.t of 1.d each by the above named Rich.d Markham & Ann Latham

S: Jewkes.

Jn.o Haynes
Mary Haynes
Rich.d Markham
Ann Latham

Bill of Sale.

Know all Men by these presents That I Joseph Turner of the Parish of St. Martins in the City of Worcester Clothier for and in Consideration of the Sum of of lawful money of Great Britain to me in hand paid by James D: of the same place officer of Excise at or before the Sealing & delivery of these presents the Receipt whereof I the said Joseph T: do hereby Acknowledge Have granted bargained sold & delivered and by these presents Do grant bargain sell & deliver unto the said James Dickenson All the Goods Household stuff, Implements and Furniture hereinafter particularly mentioned (that is to say) Two Bedds & the Furniture thereto belonging &c. here name all the Goods. All and singular which said Goods Household Stuffe Implements & Furniture are

therein named together with the Original Ind.re of Lease therein recited from S.r Thomas Cookes Barr.t to y.e s.d W.m Longmore And also all the Estate right Title Int.t property term of years Claime and demand whatsoever of him the s.d Timothy Clare of in to or out of the s.d granted and Assigned Messuage house or Tenem.t w.th the Appurtenances and Original Ind.re of Lease afores.d To have and To hold the Said Messe house or Tenem.t w.th the Appurtenances unto y.e s.d Joan Porter her Exec.ts Adm.ts and Assignes from the day next before the day of the date hereof for and dureing all the then rest residue and remainder of the Term of 120 years in or by the said Original Ind.re of Lease from the s.d S.r Tho.s Cookes to the s.d W.m Longmore his Executors Adm.ts and Assignes demised

and granted then to come and unexpired in as large ample and beneficial manner to all intents and purposes as he the s.d Timothy Clare his Exec.ts or Adm.ts might or of right ought to have held and enjoyed the same if these presents had never been made but Subject to the Rent and Covenants in the s.d Original Ind.re of Lease reserved and expressed on the Lessees p.te therein named to be paid and performed In Witness &c

Indorse a rec.t for y.e Cons.n money.

Mis-Oriented Page(s)

a Cov.t between a Surgeon and a ffson whom he undertakes to Instruct &c.

1739. This Ind.re made &c. Between Stephen Edw.d of the City of ~~of~~ Wor.r Surgeon of the one part and T: Cave of the same place of the other pt. Whereas y.d T: C: is minded & desireous to be Instructed in the Art & Mistery of a Surgeon and for that purpose hath applied to the s.d S: Edwards Now this Indenture witnesseth that the said S: E: for and in Cons.n of y.e Sum of 60.l of good and lawfull money of Great Britain to him in hand paid or Secured to be paid by the said T: C: doth hereby Covenant promise and agree to and w.th T: C: That he the said S: Edwards shall and will from the day of the date hereof for the Term of One whole Year Teach and Instruct him the said T: C: in the Art or Mistery of a Surgeon which he now Practiseth in the best way and Manner that he can and find and Provide for the s.d T: C: Sufficient Meat drink and Lodging during the s.d Term And y.e s.d T: C: doth hereby Covenant and agree to and with y.e said S: E: that he the said T: C: shall and will during the said Term Cohabitt and live w.th the s.d S: E: and help aid and Assist him at all times during the said Term in the best Manner he can in his said Art & Business of a Surgeon and go to and Attend upon the Patients of him the said S: E: As often and at such time and times as he y.e said S: E: shall direct or require. In Witn.

An Assignm.t of a Mortgage, by way of Deed poll to be annexed to such Mortgage.

Memorand.m That Timothy Clare Clothier in the Ind.re hereto annexed named for and in Consideration of y.e full Sum of 153.l 14.s of lawfull money of ~~Engl~~ Great Britain to him in hand paid by Joan Porter of the City of Worcester Widow the receipt whereof he the said Timothy Clare doth hereby acknowledge Hath granted assigned transferred and set over and by these p.r sents doth Grant Assigne Transferr and set over unto the s.d Joan Porter her Exec.rs Adm.rs and Assignes All that the New Erected Messuage house or Tenement with the Appurtenances in the Ind.re of Assignm.t hereto annexed mentioned and thereby assigned and set over or mentioned or intended to be assigned and sett over unto the said Timothy his Exec.rs Adm.rs and assignes by William Longmore Tobacconist

Mis-Oriented Page(s)

verdict, and said Consuevit imports a Prescription, but it would have been naught upon Demurrer; for the Defend.t might not be a Wrong Doer, erecting upon his own ground.

2. Salk: fo. 459. Rosewell & Prior.

In an Action upon the Case for Erecting a Shed upon the Def.ts ground so near the pl.ts House that it stopp'd up his Lights, the pl.t declared, that he was possessed of a house which had windows, per quas lumen inferebatur & inferri consuevit after verdict for the pl.t, it was moved in arrest of Judgm.t, that the house was not said to be an Antient Messuage, And the Defend.t appear'd not to be a Wrong doer, for one may erect a Shed on his own ground against another windows, if they are not antient Lights 3 Cro: 118. And all the Precedents of Stopping Lights have it either Antiquum Messuagium or Antiqua Lumina, 1 Cro: 325. Pop. 170. 2 Cro: 373 Yelv: 215; sed

sed per Cur. The word Consuevit imports Usage Time out of Mind, and we must intend, after verdict, that Usage time out Mind, and we must intend, after verdict, That usage time out of Mind was proved, and so in deed it was in this Case; for otherwise the Jury could not have found for the pl.t, The Court seemed to think the Declaration would not have been good upon Demurrer.

Dnus Rex v Roswell.

If It: builds a house so near mine, that it stops my Lights or Shoots the water upon my house, or is any other way a Nusance to me; I may enter upon ye. owners Soile and pull it down and for this reason only a Small ffine was set upon the Defend.t in an Indictm.t for a riott in pulling down some part of a house, it being a Nusance to his Lights and the right for him in an Action for Stopping his Lights.

Mis-Oriented Page(s)

Executor.

Swinbourne. fo. 212. } If the Executor enter to the Testators Goods, and will make no Inventory thereof, then may every Legatary recover his whole Legacy at his hands, for in this Case the Law presumeth that there is sufficient in goods to pay all the Legacies, and the Exec.r doth secretly and fraudulently substract the same: Whereas otherwise the Executor is presumed not to have any more goods, which were the Testators, than are described in the Inventory, the same being lawfully made.

fo. 401. By a Provincial Constitution in Lindwood the Exec.r is required to Exhibit an Inventory of all the Goods and Chattells which were found in the Possession of the Deceased at the time of his Death before he intermedles or possesses himself of such Goods &c. And this for his own Safety that he be not Charged Ultra vires bonorum which we call Assetts; for if he doth not make such Inventory, he shall be obliged to satisfye all the Testators debts and Legacyes out of his own Estate, because it shall be p.sumed against him that he had sufficient Assetts of the Testators Estate to discharge the whole.

Lights.

Cumberbach 481. Rowswell & Prior.

Action upon the Case, The p.lt declares that he was possessed of a Messuage and 20 Lights, per que lux inferri consuevit & adtunc debuit and that the Defend.t did build a house so near the p.lts house, that thereby he stop'd the s.d Lights, and after verdict pro Quer. It was moved in arrest of Judgment, that the p.lt did not shew any Title to the Lights by p.escription or saying, that it was Antiquum Messuagium 1. Cro: 325.

But it was answered by Northy, that the Possession is sufficient to support the Acc.on ag.t the wrong Doer: And these Authorities were cited Fitz. Tit. Entry 87. Tit. Writ 674. Br. Hors de son fee, 1 2 Cro. 43: Ow: 335. 9 Co: 53 b. 1 Cro 499 3 Cro. 419, 1 Roll 393. 1 Ven. 237 Poph. 168. 170, 2 Cro. 256. 257. 3 Mod. 48. 2 Cro. 605. 1 Cro 575 2. Jo. 148. And (in Michaelmas Term following) it was adjudged that want of Antiquum Messuagium was help'd by the

 Turn over.

Mis-Oriented Page(s)

Collateral Security.

This Indenture made &c Between G: G: of —— of the one part. and ~~the~~ ~~said~~ I: M: of —— of the other part —— Whereas in and by one Bond or Writing Obligatory bearing even date w.th these p.ts ents the s.d G: G. is and stands bound unto the s.d I: M: in the Sum of 400.lb w.th a Condition thereunder written and Subscribed to the Effect following (that is to say) That if the said George G. his heirs Exec.rs Adm.rs or Assignes did and sho.d well and truly pay or Cause to be paid unto the said I: M: his Exec.rs Adm.rs or Assignes the ffull Sum of 200.lb with Int.t for the same after the rate of 4.lb & 10.s for 100.lb by the year of lawful money of Great Britain upon the 11.th day of December then & now next ensueing Then the same to be void as in and and by the s.d Obligation and Condition thereof to which refference being had more fully may appear

Now this Ind.re Witnesseth that the said George G: for the better securing and more sure Paym.t of the s.d Principal Sum of 200.lb & the Interest thereof after the rate afores.d upon the day and according to the Condition of the said recited Obligation Hath demised granted sett and to ffarm lett and by these presents Doth demise grant sett and to ffarm lett unto the said In.o M: his Exec.rs Adm.rs & Assignes All &c. ~~and the~~ (all w.th s.d premises &c are Scituate &c. and now are in y.e Tenure &c) together w.th all Wayes Waters &c. and the Rev.r con and Rev.r sions &c. together with all Deeds Writings &c. To have & To hold &c unto y.e s.d I: M: his Ex.rs Adm.rs & Ass.s from the day before the date hereof for 500.d y.rs yield.g & p.y therefore &c unto y.e s.d G: G: his heirs Ex.rs Adm.rs the rent of one pepper Corn at y.e ffeast of S.t Michael the arch Angel (if demanded. provisoe for G: G: his h.rs Ex.rs or Adm.rs to pay the money w.th lawfull Int.t (according to y.e Cond.n of the above recited obligation) Cov.t from s.d G: G. that he his heirs Ex.rs & Adm.rs will pay the money to y.e s.d I. M his Exec.rs Adm.rs or Ass.s Cov.t that G: G: is the true owner And that he hath good right full power &c to demise s.d premises to s.d I: M: his Ex.rs Adm.rs & Ass.s And ffurther that after default made Mortgage his Ex.rs Adm.rs & Ass.s to Enter &c w.th Interuption of s.d G: G: his h.rs or Ass.s And y.t ffree & Clear & ffreely & Clearly acquitted &c And moreover that s.d G: G. his heirs & Ass.s from & after default in paym.t &c Morgagor to hold &c. untill Breach &c. In witness

Mis-Oriented Page(s)

A Security as well for the s^d additional Sum of £50. now lent as aforesd. and the Int^t. thereof as of the s^d Sum of £200. Secured by the s^d Judre Toronto Annexed and the Int^t. thereof And also that the said Mortgaged Premises with the Appurtenances or any part or parcell thereof shall not be redeemed or redeemable until and after Payment made as well of the s^d Sum of £50. now lent and all Int^t. for the same As also of the said Sum of £200. lent and Secured by the said Annexed Judre of Mortgage and the Int^t. thereof Which said Sum of £200. before borrowed wth the said Sum of £50. now lent make in the whole the full Sum of £250: And we the s^d M: T: and I: T: DO hereby for our selves our and each of our Heirs Executors Adm^rs & Ass^s. Further Covenant promise grant and agree to and with the said Thos. I: his Ex^rs Adm^rs & Assignes by these presents in Manner following (that is to say) That We the said M: T: & I: T: our and each of our Heirs Ex^rs. Adm^rs and Assignes or some or one of them shall and will well and truely pay or Cause to

be paid unto the said T: I: his Ex^rs Adm^rs & or Assignes the full whole and Intire Sum of £250. of Lawful money of Great Britain wth all Int^t. for the same in full Payment Satisfaction and discharge as well for the s^d Original Sum of £200. lent on the s^d premises by the Annexed Judre and Interest as of the Sum of £50. now lent and the Interest thereof upon the 15. day of September next Ensuing without any manner of Abatem^t whatsoever In Witness whereof we the s^d M: T: & I: T: have &c.

Sealed and delivered &c

A Rec^t. to be indorsed on the Back of the Deed poll for £50.

Mis-Oriented Page(s)

with the Appurtenances within mentioned — shall from time to time and at all times — hereafter, remaine Continue and be Subject and Lyable to not only the Provisoe wth: in mentioned but also the Condition of the sd. recited Obligation unto the sd: E: F: his Execrs. Admrs. and Assrs. as well to and for the Security and sure Payment of the said Sum of &c. — within mentioned and all Accrueing Intt. — thereof As also to and for the Security and sure Paymt. of the said Sum of &c above mentioned and all Interest thereof according to the true Intent and meaning hereof — In Witness whereof I the said C: D: have hereunto put my hand and Seal the — day of — 1743.

Deed Poll to be Annexed to a Mortgage for Securing a ffurther Sum Lent.

Know all Men by these presents That wee — M: T: & I: T: Two of the parties to the Annexed — Indre. of Mortgage DO hereby acknowledge to have this day had and received of the Revd. T: S: &c. — the other party to the same Indre. the Sum of 50 — over and above the Sum of 200. mentioned to be — the Consideration in the said Annexed Indre. These presents therefore Witness that in Ordr. to Secure the Repaymt. of the sd: Sum of 50. now Advanced and lent as well as of the said — Sum of 200. and the Intt. of both the said Sums We the sd. M: T: and I: T: DO hereby for — our Selves our and each of our heirs Execrs. — and Administrators Covenant promise grant and agree to and with the sd: T: S: his Execrs. Admrs. and Assignes by these presents in Manner & fform following (that is to say) That all and singular the Messuage or Tenemt. Lands hereditamts. and Premises with the Appurtenances (in the sd: Annexed Indre. and every part and parcell thereof shall from henceforth remaine Continue and be unto the said T: S: his Execrs. Admrs. & Assrs. —

Mis-Oriented Page(s)

E: M:

Whereas 6 Acres of Wheat 12 Acres of Rye, 12 Acres of Barley and 12 Acres of Oates Standing and Growing on Certain Lands you hold Mrs E: D: in the parish of Rippl in the County of Worcester were on the Day of Last Distrained for the Sum of 67l: 6s: 7d: (pursuant to an Act of Parliament made in the 11th year of the Reign of his present Majesty King George the 2d) for Rent and Arrears of Rent due to the sd: C: D: at Lady day Last And Whereas the sd: Wheat, Rye Barley and Oates since such Distress so made have been Cutt, gathered Cured and Made. These are therefore To give you Notice that the sd: Wheat Rye Barley and Oates so Cut, gathered, Cured and made are Lodged in

And unless you Replevy the same within One Week from the date hereof the same will be Appraised and Sold According to Law Dated the day of 1745

I am Yr Friend.

(48)

An Indorsemt. on a Mortgage for a Further Sum of Money borrowed for which Bond is given; And this is made as a Collateral Security.

Whereas I the within named C: D: have upon the day of the date hereof received and borrowed of the within named E: F: the Further Sum of &c. as by a Certain Bond or Obligation bearing Equal date herewith wherein I the said C: D: am held and firmly bound unto the said E: F: in the penal Sum of —— Conditioned for the Payment of the sd: Sum of —— with lawful Intt. on —— may appear Now know all Men by these presents That I the sd: C: D: for the Further Security and more sure paymt. to be made of the sd. Sum of —— and all Accruing Intt. which shall hereafter become due for the same, Do hereby for me my heirs Execrs. Admrs. & Assns. Covenant grant and agree to and with the sd: E: F: his Execrs. Admrs. and Assignes That the Messuage Tenemt. Lands and Premises —

(83)

Mis-Oriented Page(s)

And the said James Haselwood doth hereby for him self his heirs Exec.ts Ad
and every of them further Covenant promise grant and agree to and with th
said Barn.d Wilson his heirs and Assignes and every of them by these present
in Manner and form following (that is to say) that it shall and may be Law
to and for the S.d Barnard Wilson his heirs and Assignes for ever hereafte
peaceably and Quietly to hold and Enjoy All and Singular the aforesaid
premisses with the Appurtenances without the Lett or Interruption of the
James Haselwood his heirs or Assignes or any of his Ancestors or of an
other person or persons whatsoever Lawfully Claiming or to Claime by
from or Under him them or any or either of them.

Acc.to for Quiet Enjoym.t

Agreed between James Cocks Esq.r and William Farley the Elder &
Wm. Farley the Younger As follows. That thos.d Wm. Farely the
Elder and Wm. Farley the Younger shall hold from Michas next for 12 years
All that Farm and Lands called Abbottswood late in the possion of
Silvanus Hyde At the yearly Rent of 40.lt payable halfe yearly
Except all Timber Trees &c unto thos.d James Cocks his heirs & Ass.

Tenants Coven.ts

To pay the Rent as above.

To Spend the Hay Straw and Fodder upon the premises and
The Soyle and Compost thence Arising to lay and Leave there
To keep the Hedges, Ditches, Gates, Stiles, Mounds, and Fences
in Repair and so leave them.

To keep the Glass Windows in Repair after their being put
in Repair.

To pay all Parochial Paym.ts And not to Demise without
Lyceme, Not to plough up any more ground than what has
usually been plowed up without Lyceme.

Land Lords Cov.ts

To keep the Buildings in Repair
To put the Glass Windows in Repair, And pay the Land Tax.
To put the mounds & Lands in Repair & Ord.r
To allow plow bote &c.

And That A Lease and Counterpart be Ingrossed and
Executed from each party to the other according to the Agreem.t
above mentioned

(100) (87) A Bill of Sale.

To all to Whom these presents shall come I Sa: B: of &c in the County of W: the Wid.o of W: B: late R: aforesd. Yeom.d dwd send Greeting Whereas my sd. Husband was Indebted to Mrs. M: & Mrs. K: D: Spinsters in the Sum of 64lb. for Rent of Affarm that he held of them in R: aforesd. due at Lady day last Now know ye that I the sd. S: B: towards Security of the said Sum of 64lb: to the sd. M: and C: D: Have Granted bargained and Sold and by these presents Do Grant bargaine and Sell unto the sd. M: D: & K: D: their Exec.rs Adm.rs & Ass.s All those Seven Acres of Wheat 8 Acres of Rye, Six Acres of Barley, 6 Acres of Oates 4 Tonn of Old Hay 2 Horses and Geer, 2 Cows, One Waggon, One Dung Cart and all the rest of my Tack in Husbandry now Standing and being in the sd. Farm To have and To hold the sd. hereby granted 7 Acres of Corne and all other the Graine Goods Chattles and Implem.ts of Husbandry above mentioned to be granted bargained and Sold with their and every of their Appurts unto the sd. M: D: and C: D: their Exec.rs Adm.rs & Ass.s To the only use and behoofe of the sd. M: D: & K: D: their Exec.rs Adm.rs & Assignes for ever. Provided Never the less and upon this Condition That if the sd. S: B. her Exec.rs Adm.rs or Assignes do & shall well and truely pay or Cause to be paid unto the sd. M. & C: D: their Exec.rs Adm.rs or Ass.s the aforesd. Sum of 64lb. upon the day of which shall be in the Year of our Lord 1740. Then these presents and every Clause Article and Thing herein contained shall Cease determine & be utterly void In Witness &c.

(101) (183) Know all Men by These p.sents That Wee B: E: of &c & H: F: of &c Are held and Firmly bound to A & B: the present Church Wardens of the Parish of S: in ye County of &c. and their Successors in the Sum of 40lb. of good and lawfull Money of Great Britain to be paid to them ye sd. A & B: or their Successors to which Paym.t well and truely to be made Wee bind our Selves and each of us by himselfe in and for the whole our and each of our heirs Exec.rs & Adm.rs firmly by these presents Sealed with our Seales dated the day of in the 10th Year of the reign of our Sovereign Lord George the 2d. by the Grace of God of Great Britain France and Ireland King Defend.r of the Faith and so forth and in the Year of our Lord 1736.

Whereas abo.t 12 Months ago E: B: was delivered of A Male Bastard Child in the said Parish of S: which sd. Child is since Removed from thence into the Parish of Defford in the County of W: aforesd. there to be Nursed and brought up Now the Condition of this Obligation is such that if the above bound B: E: & H: F: their heirs Exec.rs or Adm.rs and every ~~of~~ or any of them do and shall from time to time and at all times hereafter Acquitt discharge save harmless and Indempnifye as well the above named A & B: Churchwardens of ye Parish of S: aforesd. and their Successors for the time being and every of them As also all the Inhabitants and Parishoners of the sd. Parish which now are or hereafter shall be for the time being and every of them of and from all & all Manner of Costs Charges & Expenses whatsoever wch. shall or may at any time or times hereafter Arise happen come grow or be Imposed upon them or any of them for or by Reason or Means of the Birth Education Nourishing and bringing up of the sd. Child And of and from all other Actions, Suites, Charges, Troubles and Demands whatsoever touching or Concerning the premises Then this Obligation to be void or else to be and remain in full ffore and Virtue.

This Ind.re 4.lit made y.e 9.th of Between J. Joynts of Broom. of y.e p.sh of
J. S. of the p.sh in the County of W.r Yeom.n Son and heir of J. S. late of the aforesd
Yeoman dec.d who was Son and heir of E. S. dec.d of the 2.d p.t J. E. of the
in the County of Middlesex Esq.r of the 3.d p.t & J. B. of the aforesd
Gent.n of y.e 4.th p.t Whereas J. S. late father of y.e s.d J. S. p.ty
hereto by Indenture bearing date y.e 29.th June 1734. made or mentioned
to be made between y.e s.d J. S. of y.e one part & the s.d J. B. of the
part the s.d J. S. for the Cons.n therein mentioned Did Demise
Grant bargaine and sell unto the s.d J. S. his Executors Adm.rs &
Assignes All that Close or peice of pasture or grazing Ground
[and so as in the Mortgage] To hold unto the said Thomas J.
his Exec.rs Adm.rs and Ass.rs from the day of the date thereof for and during
and unto the full end and Term of 1000. Years from thence next ensuing
and fully to be Compleat and ended Subject to the payment of 90. pounds
Money besides Int.t payable at a Certain day and time therein mentioned for
further Paym.t thereof then the said to be void (D.) As in and by the recited
Indr.e Relation being thereunto had may more fully and at Large appear
And Whereas there is now Justly due and owing to the J. S. for
Principal & Int.t due on the Mortgage the Sum of 97.li 17.s 6.d And
Whereas the J. S. hath Contracted and agreed w.th y.e s.d J. S. for the
absolute purchase of the s.d premisses And the said Term of 1000. Years
in the said Indr.e of Mortgage Granted is agreed to be Assigned over to
the s.d J. B. to Waite upon and Attend the Inheritance of the premisses
and to protect the same from all manner of Incumbrances Now this
Indenture Witnesseth that as well for and in Cons.n of the
Sum of 97.li 17.s 6.d of Lawfull Money of Great Britain to him the s.d J.
in hand well and truely paid by the s.d J. B. at and before the Ensealing &
delivery of these p.sents the Rec.t whereof he the s.d J. doth hereby
Acknowledge And therefrom doth Acquitt and discharge the s.d J. B. his
Exec.rs Adm.rs & Ass.rs As also of the Sum of 5.s of like Lawfull money
to him the s.d J. S. in hand well and truely paid by the s.d J. B. the
Receipt whereof is hereby Acknowledged He the said J.

At the request and by the direction & Appointm.t of the s.d J. S. testified
by his being made a party hereto & Executing of these presents
Hath Assigned Transferred and Sett over and by these p.sents
Doth Assigne Transfer and Sett over unto the said J. B. his
Adm.rs & Assigns All that the aforesd Close or peice of pasture or
Grazing Ground & premises with the Appurtenances therein and hereby
Assigned & sett over or mentioned & intended to be Assigned & set over
unto the s.d J. B. and to be Situate lying and being in G. W. aforesd
now in the possion of J. S. And also All the Estate Right Title Int.t Term
of Years Claime & Demand whatsoever both at Law & in Equity of him
the s.d J. S. & J. S. & either of them together with the said recited Ind.re
of Demise or Mortgage To have and To hold the said Close or peice
of pasture or Grazing Ground and premises with their and every of
their Appurts unto the s.d J. B. his Exec.rs Adm.rs and Ass.rs from the day
of the date hereof for and during all the Rest Residue and Remainder
of the s.d Term of 1000. Years in the premisses which are yet to
come and unexpired in as Large Ample and Beneficial Manner and Forme
to all Intents and purposes as he the s.d J. S. his Exec.rs or Adm.rs may
might or could have held and Enjoyed the same And the s.d J. S. doth
hereby for himself his heirs Exec.rs & Adm.rs & every of them Covenant promise &
Agree to and with the said J. B. his Exec.rs Adm.rs & Ass.rs & every of them by these p.sents
that he the s.d J. S. hath not Committed done or Wittingly or Willingly
Suffered to be done any Act matter or thing whatsoever whereby or by
Reason or Means whereof the said premisses or any part or parcell thereof
is are may or can be any ways Impeached Charged or Incumbred in
Title Charge Estate or otherwise And Lastly It is hereby declared
and Agreed by & between all the said Partyes to these presents And the said
J. B. doth hereby Acknowledge & declare that the Cons.n Money of 97.li 17.s 6.d
before mentioned is the proper Money of him the s.d J. B. And that the Name
of the s.d J. B. is used in these presents In Trust only to & for the s.d J. S. his Exec.rs
Adm.rs & Ass.rs To Waite upon and Attend the Inheritance of the aforesd
premisses which are intended to be granted & Conveyed by the s.d J. S. by his Title & H.
his Wife unto the s.d J. S. & their heirs for ever In Witness &c.

J: L: (104.) (91)

Whereas you are Indebted to me in the Sum of 58.13.6. for Arrears of Rent due at Lady day last for Affarm & Lands you hold of me at B in the parish of R: in the County of W: And Whereas upon Fryday Last in the Night time you did Fraudulently and Clandestinely Convey away or Carry off from the premises you hold of me as aforesd: unto Affarm and Lands you hold of W: H: at Draycott in the sd: Parish of K: The Sevl: Goods Cattle and Chattles hereunder named in Order to prevent me from distraining the same for such Arrears of Rent I DO hereby give you Notice That I have this day pursued and distrained the sd: Goods Cattle & Chattles so Conveyed away for the said Arrears of Rent so due and owing to me as aforesd: And that if you don't replevy the sd: Goods Cattle and Chattles hereunder named within five dayes according to the Sevl: Acts of Parliament in that Case made and Provided the same will be Appraised and sold according to Law Witness my hand this 26th Septr: 1743.

H: F.

Two Geldings
2 Mares.
One Cow & Calfe
One Sow & three Piggs
One Waggon and Wheels
One Tumbrell
4 Hoggsheads of Cyder wth the Hoggsh:
One Dray & Sevl: Household Goods.

(105.) (92) The Complaint of H: F. of the City of W: Chandler Exhibited in ~~Oath~~ Writing on ~~Oath~~ this day of 1743. unto and Two of his Majestyes Justices of the Peace for the County of Worcester residing near the Place where the Goods Cattle & Chattles hereinafter mentioned were Fraudulently Conveyed away and found, pursuant to an Act of Parliament made in the 11th Year of his present Majesty King George the 2d.

That the Complt: being Seized or possessed of an Estate at B: in the parish of K: in the County of W: Did Demise the same to one J: L: who held the same for some time as Tenant thereof to this Complt: And was in Arrear at Lady day last to this Complt: in the Sum of 58.13.6 for Rent And that the sd: J: L: Did on Fryday last being the 23d: day of Septr: Instant in the Night time of the same day or before Break of Day of the Saturday Morning following Fraudulently & Clandestinely Convey away and Carry off from the sd: Farm and premises held of this Complt: as aforesd: To a Farm and Lands that he held of W: H: at Draycott in the sd: Parish of K: Two Geldings Two Mares &c and Sevl: Household Goods in Order to prevent this Complt: from Distraining the same for such Arrears of Rent as aforesd: And the sd: H: F: Further Complaines that one J: T: of D: in the Parish of K: aforesd: was aiding & assisting the sd: J: L: in such Fraudulent Conveying away such Goods Cattle & Chattles as aforesd: And the sd: H: F: desires the sd: Justices Warrant to Summons the sd: parties to appear before them at such time and place as they shall appoint.

~~106~~ (93)

Worcestershire (to wit)

To the Constables of the Parishes of Kemsey and Severnstoke in ye. s.d County and to each of them.

Whereas H: F: of the City of W: Chandler hath this day Exhibited his Complaint in Writing on Oath unto us whose hands and Seales are hereunto Sett and Subscribed being 2 of his Majestyes Justices of the Peace for the said County residing near the Place where the Goods Cattle and Chattles therein mentioned were ffraudulently Conveyed away, Pursuant to an Act of Parliam.t made in the 11.th Year of the Reign of his present Majesty King Geo: the 2.d That J: Lewis who held an Estate as Ten.t thereof to the said H: ff: in the Parish of Kemsey in the said County And being in Arrear of Rent at Lady day last to ye s.d H: F: in the Sum of 58.l 13.s 6.d Did on Fryday last being the 23: day of September Instant in the Night time of the same day or before Break of Day of the Saturday Morning ffollowing Fraudulently Convey away from off the said Premisses Two Geldings 2 Mares &c One Dray and Sev.l Household Goods in Order to prevent the said H: F: from Distraining the same for such Arrears of Rent And that One John Tray of the said Parish of Kemsey was Aiding and Assisting the s.d J: L: in such Fraudulent Conveying away such Goods Cattle and Chattles as aforesaid These are Therefore in his Majestyes Name to require you on Sight hereof to Summon the said J: L: and J: F: to Appear before us Two of his Matyes Justices of the Peace for ye s.d County at the Talbott in Tidbury near the City of Worcester on the day of Octob.r next by of ye Clock in ye Forenoon to Answer to such things as shall be Objected ag.t them by the s.d H: F: touching their Fraudulently Conveying away the afores.d Goods and Chells Given under our hands and Seales this day of

the ret upon Ascr: fa.t to renew a Judgm.t

Recd 3. Octob.r 1743. To Jere: Harris. ~~107~~

(94)

I most humbly Certifye that the within Named Charles Higford Gent. Nothing hath in my Bayliwick, Whereby I am able to make known unto him that he be before our Sovereign ~~the~~ Lord the King at the day and place within mentioned, to Shew if he has or knows any &c. According to the Contents of his s.d Majestyes Writt as I am within commanded Nor is ye s.d Defendant found in my Bailiwick.

William Taylor Esq.e Sheriff

To be added at the end of a Bond if required.

Then this obligation to be void otherwise &c And from and after Default in Paym.t shall be made of the said Sum of 50.l and Interest for the same at the time and in manner hereinbefore mentioned for payment thereof for the ffurther and better Security and sure Paym.t thereof the said Thomas Waggstaffe Doth Covenant declare and agree that all his ffreehold Messuages Lands Tenem.ts and Hereditam.ts whatsoever in ye s.d County of W: shall stand Charged and Chargeable w.th the Payment of the said 50.l And the Int.t thereof to ye s.d S: M: her Ex.ors Admors & Assignes.

Declaracon to be delivered in or before the next Term.
Then proceed to Judgmt.
Then Charge Defl. in Execution &c
From theme to pay Defl. 7 Groats pr Week or rel him

To Charge a Person that is a prisoner in the Fleet.
Take Office Copys of the Affidts. filed & leave with the Secondary, and then declare, and the Prothonotary marks the Declaracon.

deliver Ejectmt. on the 20th. Jany.
Then you may have Judgmt. 4 Dayes after ye end of yt. Term. If Defl. do's not appear to it but then you'l have no Costs

7. yr. Charge before the Sheriffe can put you in possion

The Title &c to Premes for lives Absolute undr. yr Bishop left to a person and her heirs by will.
Recite the Lease, recite the Will. And Whereas I: T: in and by his last Will and Testamt. &c And Whereas thesd. T: G: Married the said Now this Indre. Witnesseth &c.

In such a Mortgage as this there ought to be a Covent. to levy a Fine, It being a Chattel real & in the will devised to the woman and her heirs.

Notice of taking an Answ. in Chancery or in his Exchequer.

We whose names are hereunto Subscribed having received a Commission issuing out of his Majesties Court of Exchequer at Westminster to us and other directed to take the Answer of John Perks Esqr. Defend. to the Bill of Complaint of Ev. Wilson Compt. Now we do hereby give you Notice that we intend to Execute the said Commission on Saturday the Twelfth day of July Instant at the House of H: B: known by the Sign of the Talbott in Sidbury in the County of Worcester at Four of the Clock in the Afternoon of the same day at which time and place you or any other of the Commissioners may be present if you please Given under our hands this 5th day of July in the year of our Lord One thousand seven hundred and Forty six.

W: Anderson
W: Smith

To Mr. Joseph Nicholson at the College Grates in Worcester Upholder, to whom Notice is directed to be given by the Sd. Commission.

And also that they thes.d J: S: & H: his Wife their heirs Exec.ts Adm.ts and Ass.s & all & every other person or persons Lawfully Claimeing or to Claime any Estate Right Title or Int.t of in or to the Premises hereby granted and Released or mentioned or intended to be granted & Released or of in or to ~~the~~ any part or parcell thereof by from or Under thes.d John S: & H: his Wife or either of them. Or by from or Under the said John S: & E: S: deced or either of them shall and will from time to time & at all times hereafter at the reasonable Request and at the Proper Costs and Charges in the Law of the said J: C: his heirs and Ass.s make do Acknowledge Levy Execute and Suffer Or Cause or procure to be made done Acknowledged Levyed Executed and Suffered all and every such Further and other Lawfull and Reasonable Act and Acts thing and Things Device and Devices Conveyances and Assureances in the Law whatsoever for the ffurther better more perfect and Absolute Granting Assureing & Confirming of all & Singular thes.d premisses and every part and parcell thereof with their and every of their Appurtenances unto and To the use of the said J: C: his heirs and Assignes Be it by Fine or Fines Recovery or Recoverys Deeds Jurolled or not Jurolled the Jurollm.t of these presents or by any other Lawful and reasonable ways or meany whatsoever as by the said J: C: his heirs and Assignes Or his or their Counsell learned in the Law shall be reasonably devised Advised or required And Lastly it is hereby declared and agreed by and between the said partyes to these presents That all ffines or Recovery's or other Assureances already had made levyed Suffered and Executed of all or any part of the premises hereby released shall be and enure and shall be adjudged deemed and taken and is and are hereby declared to be and Enure To the use and behoofe of the said J: C: his heirs and Assignes and to and for no other use Intent or purpose w.t soever. In Witness &c.

Cov.t to Levy & suffer all & every other lawfull thing & things &c.

(98)

declaration of all ffines

(97)

(106)

And Further that it shall and may be Lawfull to and for the s.d I: C: his heirs and Assignes for ever hereafter peaceably and Quietly to have hold use Occupy possess and enjoy the s.d Messe or Tenem.t Cottage Lands Tenem.ts Hereditaments and all and Singular the premisses hereby granted and Released or mentioned or Intended so to be with their and every of their Appurts and receive and take the Rents Issues and Profitts thereof and of every p.t and Parcell thereof To his and their own proper use and benefitt without any Lawfull Lett suite trouble denyal Eviction Molestation Hindrance Interruption Claime or Demand whatsoever of or by them the s.d I: S: & H: his Wife or either of them their or either of their heirs or Assignes or of or by the s.d I: S: or E: S: decd late Father & Grandfather of the said I: S: party hereto or either of them or of any other Person or Persons whatsoever.

to occupy & enjoy q. p.mes & to receive the rents &c.

(100)

And That Free and Clear and Freely and Clearly Acquitted Exon:ated Freed and Discharged of and from all and all Manner of Former and other Guifts Grants Bargaines Sales Joyntures Dowers Mortgages Entayles and all other Incumbrances already had made Committed done Suffered or Executed by them the said I: S: & H: his Wife or either of them Or by the s.d I: S: and E: S: decd or either of them or any other Person or persons whatsoever —

free from all incumbrances

(99)

Manner of Cattle with the Appurts in Great Wolverton and Stoulton in the County of Worcester aforesd. Which said Fine so ~~aforesd~~ to be Levyed as aforesd: or at any any other time or in any other Manner or Form of the Premisses or any part thereof by thesd: Parties to these presents or any or either of them and the Full Force and Execution thereof and of these presents shall be and Enure, and shall be Construed Adjudged Deemed and taken to be and Enure, and is and are hereby declared and agreed to be and Enure To the only proper use and behoofe of thesd: J: C: his heirs and Assns: for ever, And To and for no other Use Intent or purpose whatsoever.

(102)

And Also that for and Notwithstanding any Act mre or thing done Committed or Suffered by them the said J: S: and H: his Wife or either of them Or by thesd: J: S: & E: S: deceased late Father and Grandfather of thesd: J: S: party hereto or either of them they thesd: John S: & H: his Wife have or hath in him or herselfe ~~good Right~~ good right full power true Title and Lawfull and Absolute Authority to grant bargaine Sell Release and Convey thesd: premisses hereby granted & Released and every part and Parcell thereof with their and every of their Appurtenances unto thesd: J: C: his heirs and Assignes To the only use and behoofe of the sd: J: C: his heirs and Assignes for ever in Manner and form aforesaid.

[illegible] they have power to sell &c.

(101)

(104)

Together with all Wayes, Waters, Watercourses, Hades, Meers, Banks, Hurrows, Easements, Profitts, Commons, Commodities, Advantages, Hereditaments, & Appurtenances whatsoever to the said Premisses belonging or in any wise appertaining or therewith commonly used and Enjoyed or accepted reputed or taken as part parcell or Member thereof or Appurtenant thereto All which said Premisses are Scituate Lyeing and being in Gt. Wolverton in the Parish of Stoulton afores.d in the said County of Worc.r And also All other the Freehold Lands Tenements and Hereditaments whatsoever of them thes.d I: S: & H: his Wife or either of them Scituate Lyeing and being in Gt. Wolverton in ye. Parish of Stoulton afores.d whereof or wherein they or either of them are any ways Seized in Possession Reversion or Remainder And the Reversion and Reversions Rem.r and Rem.rs Rents Issues and Profitts of all and Singular the said Premisses and every part and parcell thereof with their and every of their Appurts And also all the Estate Right Title Interest Equity of Redemption Trust Property Claime and Demand whatsoev.r both at Law and in Equity of them thes.d I: S: and H: his Wife and either of them of in to and out of thes.d Premises or of in to or out of any part & parcell thereof Together with all Deeds Evidences and Writings which concern the said Premisses or any part thereof And thes.d I: S: for the Cons.ns afores.d Hath released and by these Presents Doth release unto the said I: C: his heirs Exec.rs & Adm.rs the Sev.l Provisoes and Condicons in thes.d Sev.l recited Ind.res of Mortgage herein before mentioned and contained.

Pr.mes Scituat.

All other ye. Freeholds

And the Rev.r con. Rev.r cons.

All ye. Estate &c.

All Deeds &c.

Rel. of ye. Provisoes

To have and To hold the said Messuages or Tenements Lands Tenements and Hereditaments and all and Singular other the Premisses herein and hereby Intended to be granted and Released with their and every of their Appurts unto the said I: C: his heirs and Assignes To the only proper use and behoofe of the said I: C: his heirs and Assignes for ever.

Habend:

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(103)

And the said I: S: for himselfe his heirs Exec.rs and Adm.rs and for every of them doth Cov.t promise grant and agree to and with thes.d I: C: his heirs & Assignes and every of them by these presents in Manner and form following (that is to say) That they thes.d I: S: and H: his Wife shall and will before the end of Hillary Term next Ensueing the date hereof at the Costs and Charges of thes.d I: C: his heirs or ass.s Acknowledge and Levy in due Form of Law before his Majestyes Justices of the Court of Common Pleas at Westm.r unto thes.d I: C: and his heirs One Fine Sur Conuzance de droit come ceo &c with Proclamations thereupon to be had according to the Statute in that Case made and Provided Of all and Singular the afores.d Premisses with their and every of their Appurts by the Name of One Messuage, One Cottage, One Garden, 2 Orchards, 60 Acres of Land, 5 Acres of Meadow and 18 Acres of Pasture and Common of Pasture for all

Cov.t to Levy a fine

A Conveyance

This Indenture made &c.

(106)

Between I: S: of &c (Eldest Son and heir of I: S: late of &c aforesd: Yeoman decd who was Son and heir of E: S: heretofore of &c aforesd. Yeoman decd) and H: the Wife of the sd. I: S: party hereto of the one pt. and I: C: of the Parish of &c Esqr. of the other part.

Here recite all the Mortgages &c. on the premisses.

And Whereas the sd. I: C: hath Contracted and agreed with the said I: S: party hereto for the Absolute Purchase of all and Singr. the aforesd. Premisses for the Sum of 650lt: And it was agreed that the Remr. of the sd. Sevl. Terms of 500d. Years and 1000d. Years hereinbefore mentioned to be granted to the sd. R: S: & Thos. I: shod. be assigned over to I: B: In Trust for the sd. I: C: his ~~heirs~~ Exrs. ~~and~~ Admrs. & Ass to Waite upon & Attend the Inheritance of the premisses therein demised and hereby x

x intended to be granted to the sd. I: C: and his heirs in Order to protect the same from all Measure & Incumbrances.

Now this Indenture Witnesseth that the sd. I: S: party hereto in Consideration of the sd. Sum of 650lt. of Lawfull Money of Great Britain to him well and truely in hand paid by the sd. I: C: at and before the Ensealing and delivery of these presents the receipt whereof the sd. I: S: doth hereby Acknowledge and thereof doth Acquitt and discharge the said I: C: his heirs Exrs. and Administrators and every of them by these presents They the sd. I: S: and H: his wife Have granted bargained Sold Aliened and Released and by these presents Do grant bargaine sell Alien & Release unto the said I: C: (in his Actual Possession now being by virtue of a Bargaine and Sale to him thereof made by the said I: S: in Consn. of 5s: by Indre. bearing date the day next before the day of the date of these presents for one whole Year Commenceing from the day next before the day of the date thereof & by force of the Statute made for Transferring used into possession in that behalfe made and provided) and to his heirs and Assignes for ever. All &c. that Messe &c. describe the parcells.

(105)

the Land

Declaration in Ejectm.t

Thomson. Trinity Term in the 19.th Year of the reign of King George the Second.

Worcest.r shire To wit. Singleton Veale late of London yeoman was attached to answer to Jn.o Price in a Plea wherefore with force and Arms he entered into One Messuage with the Appurtenances in the Parish of Saint Michael in Bedwardine in the County of Worcester aforesaid which Frances Alason the Widow and Executrix of John Alason Clerk deceased demised to the said John Price for a term which is not yet Expired and Ejected him from his said Farm and other wrongs to him did to the great damage of the said John Price and against the Peace of our Sovereign Lord the King and whereupon the said John Price by Wm. Thomas his Attorney complains That whereas the said Frances Alason on the first day of April in the 18.th year of the reign of his said Majesty At the Parish of Saint Michael aforesaid in the County of Worcester aforesaid had demised to the said John Price the said Messuage with the Appurtenances To have and To hold the said Messuage with

To the Sheriffs of the City of Worcester and Burgesses of the Borough of Bewdley in the County of Worcester and to Thomas Hazlewell Esq.r Coroner of the said City and Borough of Bewdley.

We command you that by Honest and Lawful Men of your Bailiwick you cause to come Twelve Men of the Neighbourhood of Saint Michael in Bedwardine in the County of Worcester aforesaid whether the said Frances Alason the Widow and Executrix of the said John Alason Clerk deceased demised to the said John Price the Messuage with the Appurtenances aforesaid in the Declaration aforesaid mentioned or not and if they do then you cause them to be summoned by good Summons that they be before us at Worcester in the Parish of Saint Michael in Bedwardine aforesaid on Monday next after the Morrow of the Holy Trinity to make Recognition thereof because as well the said John Price as the said Frances Alason have put themselves upon the Recognitors in this behalf and have Day then there to hear their Judgment for that the Recognitors aforesaid are not yet returned before us at the Day aforesaid nor do they appear before us at the Day aforesaid although they were then called Therefore we command you that you cause Twelve Men of the Neighbourhood aforesaid to come before us at Worcester aforesaid in the Parish of Saint Michael in Bedwardine aforesaid on Monday next after the Morrow of the Holy Trinity aforesaid

To The Hon.ble The Ky.ts Citizens and Burgesses of Gt. Britain in Parliam.t Assembled.

To the Rev.d & Worshipful Edmund Marhu Doctor of Laws Dean of Worcest.r & Master of the Hospital of Saint Oswalds.

All and all Manner of Hermes and other Gifts Grants Bargains Sales Leases Mortgages Estates Joyntures Dowers right and Titles of Dower Hoffments Uses Trusts Wills Intayles Judgm.ts Executions Statutes Merchant and of the Staple Recognizances Orders Decrees Seizures Extents Sequestrations Fines Post Fines Annuities Rents Arrears of Rent Debts Duties Charges and Incumbrances whatsoever.

Worc.r shire } C: S: Wid.o ag.t Edw.d Hanford of the Marley Dabbott in Cond.n Gent. for 85. on Demand next on the Morrow of the Purif.n B. Virgin.

Isabella Rea Spinst. p: J. Pesha Do

I Do hereby Consent to with draw my plea of Non-assumpsit in this above Cause and give Judgm.t So that Execution is Stayd till the first day of next Term

dated y.e 18th March 1742. Jn.o Clarke Rea

To Mr. W. A: Attorney in Wor.r

(107)

Thomson. Trinity Term in the 19. year of the reign of King George the third.

Worc.r shire. To wit. Anderton Basils late of the City of Worcester Gent. was attached to answer unto Thomas Lord Abbot of the Monastery of Saint Mary the Virgin of Pershore in the County of Worcester in a Plea of Trespass on the Case and Assumpsit and thereupon the said Thomas by Thomas Wylde his Attorney complains that whereas the said Basils heretofore to wit on the first day of May in the year of our Lord One thousand seven hundred and seventeen at the City of Worcester aforesaid in the County aforesaid was indebted to the said Thomas in the sum of Twenty pounds of lawful money of Great Britain for Rent in arrear and then and there in consideration thereof undertook and then and there faithfully promised the said Thomas to pay him the said sum of Twenty pounds when he the said Basils should be thereunto afterwards requested. And whereas afterwards to wit on the same day and year aforesaid at the City aforesaid in the County aforesaid the said Thomas at the request of the said Basils had delivered to him the said Basils divers Goods and Chattels of the said Thomas of great value to wit of the value of Twenty pounds of like lawful money to be by him the said Basils sold and disposed of for the said Thomas and the said Basils in consideration thereof undertook and then and there faithfully promised the said Thomas that he the said Basils would render to the said Thomas the money arising from the sale of the said Goods and Chattels when he the said Basils should be thereunto afterwards requested. Yet the said Basils not regarding his said several promises and undertakings but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Thomas in this behalf hath not paid the said several sums of money or any part thereof to the said Thomas although often requested so to do but the same to the said Thomas hitherto hath wholly refused and still doth refuse to the damage of the said Thomas of Forty pounds and therefore he brings his Suit &c.

(108)

the Appurtenances to the said John Price and his Assignes from the 25th day of March then last past to the full end and term of five years then next following and fully to be compleat & ended By vertue of which said Demise the s.d John Price entered into the said Messuage with the Appurtenances and was possessed thereof And the said John Price being so possessed thereof the said Singleton Veale afterwards (that is to say) on the first day of April in the said 10th. year with force and Arms that is to say with Swords staves and Knives entered into the said Messuage w.th the Appurtenances which the said Frances Mason demised to the s.d John Price in Manner aforesaid for the Term afores.d which is not yet Expired and Ejected the said John Price out of his said Farm & other Wrongs and so forth to the grevious damage and so forth and against the Peace and so forth Whereupon the said

John price says he is Injured and hath damage to the value of Ten pounds and thereupon he brings his Suite and so forth.

Mr. John H:

I am informed that you are in possession or claime Title to the Premisses in this Declaration of Ejectment mentioned or to some part thereof And I being sued in this Action as a Casual Ejector and having no Claim or Title to the same do advise you to Appear the next Michaelmas Term in his Majesties Court of Common pleas at Westm.r by some Attorney of that Court and then and there by Rule of the same Court to cause your self to be made Defendant in my Stead otherwise I shall suffer Judgm.t therein to be entered ag.t me and you will be turned out of possession I am your Loving Friend

19th. Octob.r 1745.

Singleton Veale.

(111)

(112) Marriage Bond to a Trustee.

Know all Men by these presents — that I: I: H: of &c. am held and firmly bound unto R: V: of &c. in 300. Sealed &c. Dated &c.

The Condition of the above written obligation is such, That whereas there is a Marriage (by Gods permission) shortly to be had and Solemnized by and between the above bounden I: H: and M: P: of the City of Lond. Widd. And whereas upon such Marriage the Substance of the said John H: will be greatly increased In Consideration whereof and of the said Intended Marriage It's agreed — that in case the said intended Marriage takes effect and the said M: shall Survive and outlive the said I: H: that he the said I: H: shall and will by his Last Will and Testament or any other Deed or Instrument in Writing by him duely Executed Give devise, bequeath or otherwise convey settle and assure unto her the said Mary his said Intended Wife All and Singular the Goods Chattles Effects Ready Money Debts Plate Securitys for Money Real and Personal Estate whatsoever which he shall dye Possessed of or be any ways Intitled unto at the time of his Death And also that — in case the said I: H: shall happen to Survive

outlive ye s.d Mary his s.d intended wife to permitt and suffer the said Mary by writing under her hand or otherwise to give and dispose of all & singular her wearing apparel as well Linnens as woollens to such person or persons as she shall think proper And also in Case there shall be Issue of the said Marriage living at the time of the decease of the said Mary that then he the s.d I: H: shall within 12 Months next after the Decease of the said Mary pay unto the above named Rob.t V: the Sum of 50.c of lawfull money to and for the benefit of such Issue. If Therefore the said I: H: do & shall by his last will and Testament or by any other Deed or writing by him duly Executed as aforesaid Give devise bequeath or otherwise Convey Settle and assure unto her the s.d Mary his intended wife All and singular the Goods Chattles Effects, ready money, Debts, plate, Securityes for Moneys, Real and personal Estate whatsoever w.th he the s.d I: H: shall dye possessed off or be any ways intitled unto at the time of his Death To hold to her, her Exec.rs Adm.rs & Assignes for ever without any lett or hindrance of the heirs Exec.rs Admors

or Assignes of the s.d I: H: or any person or persons claiming under him or them And also in Case the s.d I: H: shall Survive & outlive the said Mary his intended wife Then if the said I: H: (imediately after her decease) do and shall give & deliver the wearing apparel as well Linnens as Woollens of her the said Mary unto such person or persons ~~[illegible]~~ as she shall direct and appoint the same; And also do and shall well and truely pay or Cause to be paid unto the said R: V: his Exec.rs Admors or Assignes within 12 Months after the Decease of the said Mary the said Sum of 50.c in Case there shall be Issue living at the Time of the decease of the s.d Mary begotten on her Body by the s.d I: H: To and for the use and benefit of such Issue, If but one Child, To the use of such One Child, and if more than one Equally to be divided between them at their Ages of 21 years or day's of Marriage, Then the within written obligation to be void otherwise in Case of any default in the premises to stand & remain in full force & virtue.

Sealed & deliv.d &c.

(115)

Know all men by these p.ts Sents &c.

Penal Sum 10£. To be paid to the s.d J: S: his Exr. &c.

To which payt. well & truly to be made we bind our selves & each of us by himself for & in the whole our & each of our Heirs Exrs. & Admrs. and Mark of us firmly by these Presents sealed &c. Dated &c.

Whereas the above bounden John Sudge now holds for the Term of his Life a Certain parcell of Copyhold Land called Hafley lying within the Manor of Leigh, Of which s.d Manor the above named James Corke is Lord And Whereas the s.d Jn.o Sudge hath Contracted & agreed w.th the s.d J: C: to add Two Lives in the s.d Copyhold Estate in Reversion after the s.d John Sudges Death And the s.d James Cooke hath Covenanted to pay unto the s.d John Sudge his Heirs or Assigns the Sum of Five Pounds of Lawful English Money within the Space of Twelve Months next after the Death of the said James Cooke, Now the Condition of the above written Obligation is such. That if the above bounden John Sudge and Thomas Manfan or either of them their or either of their Heirs Exrs. or Admrs. do & shall well and truly pay or Cause to be paid unto the said James C: his Exrs. Admrs. or Assignes the Sum of 5£. on the 1st. day of March which will be in the year of our Lord 1746 without Fraud or further delay, then this Obligation to be void, otherwise to be and remain in full force and virtue.

Sealed &c.

(116)

A Warranty in a Release of Freehold.

And the s.d J: Walden doth hereby grant for him and his Heirs that he and they will warrant the s.d Tenements and premises with the Appurt.s to the s.d Joseph Cox his Heirs and Assigns ag.t them the s.d J: W: and Kath: his Wife and John Winwood, and the Heirs of the s.d J: Walden and Katherine and all other persons whatsoever.

29th Case.

Queen — Mich.l 1713. — and Furnesse.

Cases & Resol.ns adjud.d in the Court of Kings Bench Parker 1742. 4th Ed.n

The Justices at their Sessions discharg.d one Philip Dallo from his Master, a Glass-bottle-maker.

It appeared there was a Blank left for the time he was to serve in the Counterpart of the Deed; but the Article the Apprentice signed was right.

Sir Peter King: If the Ind.re be right, w.ch the apprentice sign.d, 'tis sufficient.

Sr. Peter King: 'Tis for 9 Y.s: The Law allows no such Term.

A Glass-bottle-maker is not one of the Trades mentioned in the Statute; and it extends but to those according to the case of The King versus Gately. 5 Mod. quash.d Misc.

Notice to Quitt Premes according to the Statute of 4th George the 2d.

Mr. T: R:

I Do hereby demand the Possession of the Farm and Lands you hold of me in the Parish of —— in the County of Wr. to be delivered to me at Lady day next being the 25th day of March And I Do hereby give you Notice to Quitt and deliver the Possession of the said Farm and Lands to me or my Agents on the said Twenty fifth day of March next Ensueing when your Term will Expire And that in Case you shall hold over the aforesaid Premes or keep me out of Possession of the same after thes. 25th day of March next as aforesaid, That then you are to pay to me my Exects. Admrs. or assignes at the Rate of Double the Yearly value of the aforesaid Premises for so long time as the same are detained from me pursuant to an Act of Parliamt. made in the fourth Year of the Reign of his present Majesty King George the second Witness my hand the 1st. day of Octobr. in the Year of our Lord 1743.

To Mr. T: R: at &c.

J: C:

note of hand to deliver up plmes

Memorandm.

9th. Novr. 1745.

I Promise to deliver up to Sr. Wm. Compton Barrt. The Lower Brick barn at Hinlip in the County of Worcester on or before the 12th. day of January next ensueing and likewise the Skippery or Pulse barn there on or before the 28th. day of February next ensueing in order for thes. Sr. Wm. Compton to take possession thereof, and am ready and willing to referr all matters in difference between Sr. Wm. Compton and me to two honest men in the Neighbourhood One to be Chosen by Sr. Wm. and the other by me Witness my hand the day and year above written.

Witness.

E: Y.

vide... Cases and Resolutions adjudged in the Court of King's Bench. fo: 117. 4th Edit.n 1742.

Pasch. 1724.

The King, ver. Inhabitants of Shipton Curry.

Case 155. A Master takes an Apprentice the Master runs away: The Apprentice hires himself for a Year, and Serves the Year. Per Cur. He gains no Settlement, not being Sui juris, nor of a Capacity to hire himself; otherwise had it been by Consent of his Master, or had his Indenture been cancell'd. Curia: The Justices can't order an Executor to take an Apprentice. An Apprenticeship is a Personal Trust between the Master and Servant, and determines by the Death of either of them. Sed quære, See 325.

See. 88th fo:

An Authority to distrain for Arrears of an Annuity.

Mr. Wm. Smith.

I do hereby Authorize and Impower you to take a Distress of the Corne, Graine, Hay, Cattle and Implements of Husbandry of Wm. M: of Norton Juxta Kemsey in the County of Worc.r Yeoman that are now in and upon the Barnes Stable, Cow house Hold yard and Lands that were and are Chargeable with the paym.t of One Annuity or yearly rent of Fifty pounds for the Sum of Forty four pounds Ten Shillings for Arrears of my said Annuity due at Christmas last and for your so doing this shall be your sufficient Warrant as Witness my hand the 25th day of March 1745.

Cath: Stevens.

Witness.
Cass.d Stevens.

A Notice of Distress, pursuant to to the Authority on the other side.

Wm. Merrell.

Take Notice that by virtue of an Authority to me given by Mrs. Cath. Stevens Wid. I have distrained your Corne Graine Hay Cattle and Implements of Husbandry hereunder mentioned for the Sum of 44 li. 10 s. for Arrears of an Annuity of 50 li. A year due to the said Cath. Stevens issueing and payable out of Lands and Tenements that you rent in the sd. Parish of Norton Juxta Kemsey in the County of Worcr. and Charged on the said Premises And that if you don't replevy the sd. Corne &c. within 5 days according to the Act of Parliament in that Case made, and Provided the same will be Appraised and sold according to Law Witness my hand the 26th. March 1745.

Yrs. W: S:

Goods.

Take Care of the Sum you distn. for that it be Certn.

An Inventory &c.

The Inventory at the time of Sale Signed by the Constable and Sworn Appraisers

The Preamble.

An Inventory of the Goods Corne Graine &c. of Wm. M: that were lately distrained for the Sum of 44 li. 10 s. for arrear of an Annuity of 50 li. A year due to Mrs. Catherine Stevens issueing and Payable out of Lands and Tenements that the sd. Wm. Merrell Rents in the Parish of Norton Juxta Kemsey in the County of Worcr. taken and appraised the day of 1745. by I: B: of &c. and T: C: of &c. Sworn Appraisers by Thomas C: Constable of the said Parish of Norton Juxta Kemsey.

In the Ffore street Parlour

One Beauroe of Walnut tree 2 li. 10 s. 0 d.

I: B: } Sworn Appraisers
T: C: }
T: C: } Constable.

The Oath to be administred to the Appraisers of the Goods &c. in the presence of the Constable of the Parish where the Distress is made. Pursuant to the Act made 2d. Wm. & Mary for Enableing the Sale of Goods distreined for rent.

You shall well and truly, according to the best of your Understanding appraise the Goods and Chattles of H: R: distrain'd on for Rent by O: P: of which Goods & Chattles you shall have good sight and Consideration.

Arrears Annuity &c

So help you GOD.

Pauper.

A Pauper shall not pay Costs, unless he be Nonsuited.

If a pauper gives Notice of Tryal and does not proceed he shall be Nonsuited. Salk. fo: 506

Oath to be Admd. to the Grand Jury, and to the Foreman.

As foreman &c

You shall diligently inquire and true Presentmt. make of all such Articles, matters and things as shall be given you in Charge, and of all other Matters and things as shall come to your own Knowledge touching this present Service, the Kings Counsel, your Fellows and your own you shall keep Secret: You shall present no person for hatred or Malice, neither shall you leave any one unpresented for ffavour or affection, for Love or gain, or any hopes thereof, but in all things you shall present the truth, the whole truth, and nothing but the Truth, to the best of your Knowledge. So help you God.

(125)

Comon

2 Vernon 103. In 1670. An agreemt. made betwen the Lord and Tenants touching the Stint of the Common, The Bill was to have that Agreement decred.

Stint of Comon. There's a great differenc betwen an Agreement for an Inclosure and an agreem: only for a Stint of Comon. It is a proper and Natural Equity, to have a Stint decred, and tho' one or two humoursome Tenants stand out and will not agree; yet the Court will decree it, but it is otherwise as to an Inclosure.

The Court decred the Agreement to be performed

1. Vernon fo: 32. A Comon that has been inclosed for 30 Years, shall not be thrown open

(126)

Condition of a Bond for paymt. of money in order to Indempnifye a Parish &c.

Whereas Rachel Williams late of the Parish of St. P: Single woman was lately delivered of a Male Bastard Child born in the said Parish of St. P: and Christned by the name of which said Bastard Child is likely to be Chargeable to the said Parish And Whereas upon the Examination of the said Rachel Williams upon her Oath taken before Richard Cocksey Esq. one of his Majesties Justices of the Peace for the said County of Worc. She declared that the said Joseph Hurdman was the Father of such Bastard Child and no other. And Whereas the said Joseph Hurdman hath agreed w.th the Churchwardens of the said Parish of St. Peters to pay 9: per week to the Present Churchwardens and their Successors towards the Maintenance and Bringing up of such Bastard Child so long as the said Bastard Child shall be Chargeable or likely to be Chargeable

to the said Parish or untill such Child shall go out Apprentice and gain a Settlem.t elsewhere
And thereupon at a Vestry meeting held in the Parish Church of S.t Peters after Evening Service on Sunday the 21.st day of June Instant It was agreed by the Inhabitants then p.sent That if the said Joseph Hurdman sho.d give such Security as afores.d Then thes.d Joseph H: should be acquitted and discharged from all Charges and Expences that the said Inhabitants of thes.d Parish have been at concerning the said Bastard Child being born in thes.d Parish of S.t Peters to the day of the date hereof Now the Condition of this Obligation is such That if the above bound Joseph Hurdman & Joseph Shaw their or either of their Heirs Ex.rs or Adm.rs do and shall from time to time and at all times hereafter well and truely pay unto the p.sent Churchwardens of thes.d Parish of S.t P. and their Successors the Sum of 9.d p Week towards the Maintenance & Bringing up of such Bastard Child so long as the said Bastard Child shall be Chargeable or likely to be Chargeable to the said Parish or untill such Child shall go out Apprentice and gain a Settlem.t elsewhere. Then this Obligation to be void or else &c.

Mortgage.

This Ind.re made y.e day of June in the Year of our Lord 1748. And in y.e 22.d Year of &c. Between Thomas Holmes of the Parish of Alberbury in y.e County of Salop Yeoman and Marg.t his Wife of y.e one part and Thomas Blandy of the Port of Horke in the said County Husbandman of the other part Whereas the said Thomas Holmes in and by one Bond or Obligation bearing date the eleventh day of this Instant June did become bound to the said T. B. in the penal Sum of 100 with Condition thereunder written declaring the said Obligation to be void if thes.d Tho.s Holmes his Heirs Ex.rs or Adm.rs do well and truely pay or cause to be paid unto the said Thomas Blandy his Ex.rs Adm.rs or Ass.s the Sum of 50. on the 11.th day of December next with Int.t for the same after the rate of 4 ℔ Cent. ℔ Annum without any deduction as by the said Bond or Obligation and Condition relation being thereto respectively had may more fully appear now this Indenture Witnesseth that as well for the further and better

Securing the repayment of the said Sum of 50 ℔ at the time mentioned in the Condition of the said recited Bond or Obligation for that purpose together with the Interest for the same after the rate aforesaid as also for and in Consideration of the Sum of 5s: of Lawfull Money of Great Britn: to the said Thos: H: and M: his Wife in hand paid by the sd: T: B: (the receipt whereof is hereby acknowledged) And for other good Causes They the said Thos: H: & M: his Wife Have demised Leased set and to ffarm let and by these presents Do demise Lease set and to ffarm let unto the said Thos: Blaney his Execrs: Admrs: and Assignes All that Messe Tenemt: or dwelling house Scituate in the Parish of Abberley aforesd: in the sd: County of Worcr: wherein the said Thos: Holmes now dwells commonly called or known by the name of Hole Acre otherwise Hollow Acre with the Barn Outbuildings Garden Orchard Meadow and Hopyard thereto belonging together with all Wayes, Waters, Watercourses, Commons Profitts Priviledges, Advantages and Appurts

☒ determination of the said Term Subject to the Proviso aforesaid To the use of the said Thomas H: his heirs and Assignes for ever and to and for none other use intent or purpose whatever In Witness &c.

whatsoever to the sd: Messe buildings Lands and Premises belonging or in any wise appertaining or therewith held used or Enjoyed or accepted reputed or taken as part parcell or Member thereof All which sd: Messuage Lands and Premises were formerly the Estate of Thos: Hay heretofore of Abberley aforesd: Taylor decd and the Reversion and Reversions Remrs: and Remrs: rents Issues and profits of the said Premises And all the Estate right Title Interest use Trust possession property Claim and demand whatsoever of them the sd: Thomas H: and M: his Wife or either of them of in to or out of the Messuage Lands and premises hereby demised or of in to or out of any part or parcell thereof and All Deeds Writings and Evidences only belonging to the Premises or only any part thereof and true Copies of all other Deeds Writings and Evidences that Concern the same Jointly or together with any other Messes Lands or Tenements whatsoever the same Copies to be made and written out at the Proper Costs and Charges of the said T: H: and M: his Wife their heirs or Assignes

(31)

To have and To hold the messe Lands and premises hereby demised or intended so to be with the Appurts unto the said Thomas Blaney his Exrs Admrs and Assignes from the day next before the day of the date hereof for and during and unto the full end and Term of One thousand Years from thence to be Computed and fully to be Compleat and ended Yielding and paying therefore Yearly and every Year during the said Term unto the said Thomas Holmes and Margaret his Wife their Heirs and Ass: the Rent of One Pepper Corn at the Feast of only if the same be lawfully demanded Provided always that if the said Thos: Holmes his Heirs Exrs or Admrs do and shall well and truely pay unto the said Thos: Blaney his Exrs Admrs or Assignes the said Sum of 50: together with Interest for the same after the rate aforesaid at the time mentioned in the Condition of the said recited Bond or Obligation, for that purpose That then and from thenceforth

(32)

these presents with respect to the then residue of the Term hereby granted and every Covenant Article and thing therein contained shall cease and be void anything therein contained to the Contrary notwithstanding And the said Thomas Holmes for himself his Heirs Exrs and Admrs doth hereby Covenant promise and grant to and with the said Thomas Blaney his Exrs Admrs and Ass: in manner and form following (that is to say) That they the said Thomas Holmes and Margarett his Wife now have in themselves good right full power and Lawfull ~~absolute~~ Authority to demise the said Messe Lands premises aforesaid with the Appurtenances unto the said Thos: Blaney his Exrs Admrs & Ass: in manner and form aforesaid And also that from and after default shall happen to be made in Payment of the said Sum of 50: and Interest at the time aforesaid it shall and may be Lawfull to and for the said Thomas Blaney his Exrs Admrs and Ass: into and upon the said premises to Enter and the same peaceably and quietly to have & enjoy for & during all the then residue of the Term hereby granted without any the Lawfull

lawfull Lett Suit Trouble Disturbance Claime or Demand whatsoever of them the said Tho.: Holmes & Marg.t his wife or their heirs or of any other Person or Persons whomsoever And that free and clear and freely and clearly acquitted and discharged of and from all & all manner of Incumbrances whatsoever And further that the said Thomas Holmes and Marg.t his wife and their heirs and all and every person and persons lawfully claiming or to claim by from or under them her or them or any or either of them from and after default shall happen to be made in Paym.t of the said Sum of 50 and Interest at the time aforesaid shall and will from time to time & at all times thereafter during the Term: of the said Term at the reasonable request of the said Tho.s B: his Ex.rs Adm.rs or Ass.s but at the Propr Costs & Charges of the said Tho.s Holmes his heirs or Ass.s make do acknowledge Levy suffer and Execute or cause to be made done acknowledged Levied suffered & Executed all & every such further & other Lawfull & reasonable Act and Acts thing & things Device and Devices Conveyance and Assurance in the Law whatsoever for the further better and more perfect Demising and Assuring of the Premises aforesaid with the Appurts unto the said Tho.s B: his Ex.rs Adm.rs and Ass.s for all the rest residue and remainder of the said Term which shall be then to come and unexpired and according to the true intent and meaning of these presents as by the said Tho.s B: his Ex.rs Adm.rs or Ass.s or by his or their Counsel learned in the Law shall be for that purpose reasonably devised or advised and required And Lastly the said Tho.s H: for himself his and for the said Marg.t his wife and for the heirs Ex.rs & Adm.rs of him the said Tho.s H: doth hereby Covenant promise and agree to and with the said Tho.s B: his Ex.rs Adm.rs and Ass.s That he the said Tho.s H: & Mr his wife shall and will before the end of this present Trinity Term or as soon after as Conveniently may be Levy and Acknowledge in due form of Law before his Majesties Justices of the Court of Common Pleas at Westm.r unto the said Tho.s B: Esqr and his heirs or to some other Cognizee or Cognizees and his Ex.rs and their heirs, one Fyne sur Cognizance de Droit come ceo &c with Proclamations thereupon to be had and made according to the form of the Statute in that case made and provided and the usual Course and form of Fynes for the Assurance of Lands of all Estate of the said Lands and premises hereby demised or intended so to be with the Appurts By such Name & Descripsions as shall be.t fit and Convenient & as may sufficiently comprehend & describe the same And it is hereby Covenanted granted concluded and agreed upon by & between all & every the parties hereto & more particularly by & between the said Tho.s Holmes & Mr his wife and the true intent & meaning of them and of these presents is and is hereby declared to be That the said Fyne so as aforesaid or in any other manner to be had and levied and all and every other Fyne & Fynes Recovery or Recovery's already had levied suffered or Executed or hereafter to be had levied

bind the Lands as mark'd

[illegible] or any other Matter Cause or Thing whatsoever to the contrary thereof in any wise notwithstanding

[illegible] Lands & Premises hereby demised or intended so to be or any part or parcel thereof or any Estate Right Title Interest Claime or Demand of them the said Tho.s H: & Marg.t his wife or their heirs or of any other Person or Persons whomsoever

[illegible] Lands & Premises hereby demised or intended so to be or any part or parcel thereof or any Estate Right Title Interest Claime or Demand of them the said Tho.s H: & Marg.t his wife or their heirs or of any other Person or Persons whomsoever

A Common Mortgage in Fee.

This Indre made &c. Between I: A: of &c of the one part and I: H: of &c of the other pt. Witnesseth that thesd. I. A. for & in Consideration of the Sum of 1000. of Lawfull Money of Great Britain to him in hand well and truely paid by the said I: H: the receipt whereof ~~he doth~~ hereby Acknowledged ~~As also for du~~ and thereof and of every part and parcell thereof doth ~~Acquitt by these presents~~ Acquitt release & discharge the said I: H: his heirs Exrs. and Admrs. and every of them for ever by these presents As also for diverse other good Causes and Cons. him thesd. I: A: thereunto especially moveing he thesd. I: A: Hath granted bargained Sold and released and by these presents Doth grant bargaine Sell and release unto thesd. I: H: (in his Actual Possion now being by virtue of a Bargain and Sale to him thereof made by thesd. I: A: for One whole Year of the aforesd. premises

by Indre bearing date the day next before the day of the date of these presents and by force of the Statute made for transferring of uses into Possion) and to his heirs All that Messe &c. all which sd. Premises are Situate lyeing & being in &c. and now are in the Possion Tenure or Occupation of the sd. I: A: or his Undertenants ~~together with all ways Waters Watercourses~~ And also all houses Outhouses Edifices buildings barnes Stables Gardens Orchards Lands Tenemts. Meadows Leasows pastures feedings Hopgrds Woods Underwoods Ways Waters Watercourses Easemts. Commons Profitts Commodities Advantages Emolumts. and Hereditaments whatsoever to thesd. Sevl. Messuages or Tenemts. or any or either of them belonging or in anywise Appertaining or to or with the same heretofore used Occupied or Enjoyed or deemed Esteemed or taken as part parcel or Member thereof And the Reversion

Reversion Reversions &c. } and Reversions Remainder and Remainders Rents Issues and profitts of all and Singular the said Premises and all the Estate right Title Interest use possession property Claime and demand whatsoever both at Law and in Equity of him the s.d I: A: of in to or out of the s.d Premises or of in to or out of any part or parcel

Deeds &c. } thereof together with all Deeds Evidences & Writings touching or Concerning the s.d premises hereby granted and released or mentioned or intended so to be now in the hands Custody or possession of the s.d I: A: or which he can come by without Suit in

Habend.m Law or Equity To have and To hold the s.d Messuages or Tenem.ts houses Buildings Barnes Lands Tenem.ts Hereditaments and all other the Premises with their and every of their

heirs & ass.s } Appurts unto the said I: H: his heirs & Assignes To the only proper use and

behoofe of the s.d I: H: his heirs and Ass.s

proviso. } for ever Provided Always and these presents are upon this Express Condition

h.rs Ex.rs Adm.rs or Ass.s } that if the said I: A: his heirs Ex.rs Adm.rs or Ass.s do and shall well and truely pay or Cause

Bound to Ex.rs Adm.rs or Ass.s } to be paid unto the s.d John H: his Ex.rs Adm.rs or Ass.s the full Sum of 1045. of lawfull Money of Great Britain at the Several day's and times and in Sort and Manner hereafter mentioned that is to say the Sum of 22.10. part thereof on the day of next Ensueing the date hereof and the full Sum of 1022.10. being the Residue and Remainder thereof on the day of which will be in the Year of our Lord without any Deduction, defalcation or Abatem.t for or in respect of any Taxes matter or thing whatsoev.r Then these presents and every Clause Article matter and thing herein contained shall Cease determine and be utterly void

Coven.t to pay the Money } And the said John Aly doth hereby for

heirs Exrs & Admrs. } himselfe his heirs Exrs. and Admrs. and every of them Covent. promise and agree to and with the sd. I: H: his heirs Exrs. & Admrs. that he the sd. I: A: his heirs Exrs. or Admrs. shall and will well and truely pay or Cause to be paid unto the sd. I: H: his heirs Exrs. or Admrs. the aforesd. Sum of 1045. at the Sevl. days & times and in Sort and Manner in the Provisoe or Condition hereinbefore mentioned for Paymt. thereof without any deduction defalcation or Abatemt. for Taxes or any other matter or thing whatsoever According to the true intent

That he is lawfully Seized &c } and meaning of these presents And the

heirs Exrs & Admrs. } sd. I. A: doth hereby for himselfe his heirs Exrs. and Admrs. & for every of them further Covent. promise grant and agree

heirs & Assrs } to & with the sd. I: H: his heirs and Assrs. & every of them by these presents in Manner and form following (that is to say) that he the said I: A: now is lawfully & rightfully Seized of and in the sd. Messuages or Tenemts. Lands and Premises hereby

granted and released or mentioned or intended so to be with the Appurtenances of a Good Sure perfect and indefeasible Estate of Inheritance

And hath good right full power and lawfull and Absolute Authority to Grant bargaine Sell Release and Convey &c } in fee Simple And hath good right full power and lawfull and Absolute Authority to Grant bargaine Sell Release and Convey all and Singular the said Premises with the Appurts. unto the said I: H: his heirs and Assignes To the only use and behoofe of the said I: H: his heirs and Assignes in Manner and form aforesaid And Further that from and after default in Payment shall be made of the aforesaid Sum of 1045 at or upon the Sevl. days and times and by the proportions and in Manner and form in the Provisoe hereinbefore mentioned for paymt. thereof it shall and may be lawfull to and for the sd.

heirs & Assrs. } I: H: his heirs and Assignes peaceably and quietly to enter into have hold use Occupy possess and Enjoy the said Messes Lands Tenemts. Hereditamts. and all and Singular

the premises hereby granted and Released
or mentioned or intended so to be with their
and every of their Appurts and receive
and take the Rents Issues and profitts thereof
& of every part and parcell thereof to his
and their own proper use and benefitt without
any lawfull lett suite trouble denyal Eviction
Molestation Hindrance Interruption Claime
or demand whatsoever of or by him the sd.
I: A: his heirs or Ass.s or of any other Person
or Persons whatsoever And that free &
Clear and freely and Clearly Acquitted
Exonerated Freed and discharged of and
from all & all manner of former and
other Gifts Grants Bargaines Sales Joyntures
Dowers Mortgages Jntailes Wills and
all other Incumbrances already had made
Committed done Suffered or Executed by the
said Jno. A: or any other Person or Persons

And that free and Clear &c

whatsoever And also that in Case default
shall happen to be made in Paym.t of the sd. Sum
of 1045 at the Sev.l days & times and in Sort
and Manner in the Provisoe or Condition herein
before mentioned for Paym.t thereof That then
the sd. I: A: or his heirs shall and will at
any time or times hereafter at or upon the
request of the sd. I: H: his Ex.ts Adm.ts or Ass.s
but at the Costs and Charges in the Law of the
said I: A: his heirs or Ass.s make do and
Execute or Cause and procure to be made
done and Executed all & every such further &
other lawfull and reasonable Acts matters
things Conveyances and Assurances in the
Law whatsoever needfull or necessary to be
done for the Granting and Confirming of these
p.sents and of the Estate hereby granted as
by the sd. I: H: his heirs & Ass.s or his or their
Counsel learned in the Law shall be reasonably
devised or advised and Required

And from & after default in Paym.t &c

or his h.rs

Further Assurance

Turn over

And Lastly it is covenanted declared and agreed by and between the s.d partyes to these p.sents that until default shall be made in paym.t of the s.d Principal Sum of 1000.lb and the Interest thereof contrary to the true Intent and meaning of the Provisoe or Condition hereinbefore contained it shall and may be lawfull to

heirs & ass.s } and for the s.d I: A: his heirs and ass.s peaceably and quietly to have hold use Occupy possess and enjoy all and Sing.r the s.d hereby granted and released Messuages or Tenem.ts Lands and Premises and every part and parcel thereof with the Appurts and receive and take the Rents Issues and Profitts thereof to his and their own Use and benefitt without the let suit hindrance Molestation or Interruption

heirs Ex.rs Adm.rs or ass.s } of him the s.d I: H: his heirs Ex.rs Adm.rs or Assignes or any Person or Persons claiming or to claime by from or und.r him them or any or either of them. In Witness

Annuity.

Dr. Halley, in his Observations on the Breslaw bills of Mortality, shews that it is 80. to 1. a Person of 25. Years of Age does not die in a Year; that it is 5. and a halfe to one that a Man of 40 lives 7 Years; And that one of 30. may reasonably expect to live to ~~[illegible]~~ 27, or 28 Years: So great a difference there is between the life of Man at different Ages; that it is 100 to 1. if one of 20. lives out a Year; and but 38. to 1. that one of 50. does so.

When & from some other Observations he has Constructed the following tables, shewing the Value of Annuities from every 5.th Year of life to the 70.th

Age.	Y. Pur.	Age.	Y: Pur.
1.	10. 28.	40.	10. 57.
5	13. 40.	45	9. 91.
10	13. 44.	50	9. 21.
15	13. 33.	55	8. 51.
20	12. 78.	60	7. 61.
25	12. 27.	65	6. 54.
30	11. 72.	70	5. 32.
35	11. 12.		

40. Notice of Distress &c according to the Statute of the 11th Geo: 2:

An Authority to Distrain.

Mr. William Smith.

I Do hereby Authorize and Impower you to take a Distress for me and for my use of the Rye, Hopps, Grass and Hemp, now Standing growing and being upon a Farm and Lands lying and being in the Parish of Shrawley in the County of Worcester which one Wainwright now Holds of me for the Sume of for one Year & 3 Quarters Rent due to me at Midsummer last, and for your so doing this Shall be your Sufficient Warrant As Witness my hand this 19th day of July 1742.

Anne Sanders.

The Notice of Distress.

Mr. Wainwright. Take Notice that I have distrained (by the Order and for the use of Anne Sanders Widdow Acres of Rye, Hopps, Grass and Hemp now Standing growing & being upon a Farm and Lands you now hold of the said Anne Sanders in the Parish of Shrawley in the County of Worcester pursuant to an Act of Parliament made in the 11th Year of the Reign of His present Majesty King George the Second, for the Sum of for one Year and Three Quarters Rent due to the said Anne Sanders at Midsummer last dated 20th July 1742

I am your Friend

W: S:

The Person not living at the House belonging to the above mentioned Premises the Notice was affixed up at the Door thereof being the most Notorious place &c

---

Authority to Reap, Cutt Mowe, Carry away & House the same &c

Mr. I. Smith.

Whereas Mr. Wm. Smith has by my Order distrained Acres of Rye, Hops, Grass and Hemp of Wainwright now Standing growing and being upon a Certain Farm and Lands which he now holds of me in the Parish of Shrawley in the County of Worcester for Arrears of Rent due at Midsummer last I Do hereby Authorize and Impower you to Reap, Cut, Mow, Carry and put the said Rye, Hemp, and Grass when Mowed and made into Hay, into a Barn of yours Viz.d I. Smiths near Adjoining to the Premisses, And to pull, gather, House & Cure such Hopps that are or Shall be in the Hopyard when fit to be Gathered for my use and for your so doing this Shall be your Sufficient Warrant As Witness my hand this 19th day of July 1742.

Anne Sanders.

My Lord.

It is with the most sensible vexation, that I hear, that they have had the Insolence and Temerity to arrest my Domestick Serv.t called Groenbank last night about 7. o'Clock in the Evening. I beg therefore Y.r Excell.cy to give the necessary orders, that he may be immediately restored to me as to the Infraction of the Law of Nations, and the Satisfaction w.ch is owing to me on this occasion, I must determine the same according to the Order of my August Master, to whom I am obliged to give an Acco.t of the affront w.ch has been given me.

I have the honour to be with the Sentiments of the highest Consid.n

My Lord.

Y.r Excellency's

most Hble & Obedient

Serv.t

London y.e 12/23 June 1746.

To Lord Harrington.

(84)

Sir. Whitehall 12. June 1746.

I send you herewith Inclosed a Letter I have received from Mr. Andrie, Minister from the King of Prussia, complaining that Francis Groenbank, one of his Domesticks, is arrested & detained in Custody; And I desire you will Examine into this Matter, and take Care that all due Satisfaction be given as soon as may be to the said Minister on this occasion and that he may Enjoy the full benefit of the rights and Privileges belonging to Ambassadors, and other Publick Ministers from Foreign Princes & States

I am Sir

Your most Hble Servt.

Harrington

Mr. Attorney Genral.

(84)

Mis-Oriented Page(s)

Affidavit.

In the Kings Bench.

Betw: Wm. Winsmore ... Pltt.
&
Wm. Cunning Clerk .. Deft.

In Case

William Cunning of Norton Lindsey in the County of Warwick Clerk the Defendt. in this Cause maketh Oath that the Pltts Cause of Action if any he hath against this Deponent did not arise in the City of Worcester or in the County of the Sd. City but in the County of Worcester at large or elsewhere out of the said City or the County of the said City of Worcester And this Depont. further Saith that the Pltt hath by treating the Populace and his bearing the Chiefe Offices in the said City (at which times he was Extreamly Lavish and Expensive in treating the Inhabitants of the said City) so influenced the Inhabitants of the said City, and so prejudiced the Minds of the Inhabitants of the said City in his ffavour and against this Depont. that this Depont. verily believes that he cannot obtain a fair and Impartial Tryal of this Cause in the said City or the County of the said City by reason of the Plaintiff's popularity and the unjust influence which he has obtained by the Means aforesaid and the Prejudices which generally prevail here in favour of the Plaintiffe against this Deponent.

William Cunning

Sworn at Serjts. Inn the 2d day of June 1746. before

M Wright.

Examd.

Mis-Oriented Page(s)

written Indre of Lease To have and
To hold the sd Messuage or Tenemt and
Premises, with their and every of their —
Appurtenances unto the said T: M: his —
Extors Admrs and Assignes for and during
all the rest residue and remainder of the —
within mentioned Term of Seven years —
yet to come and unexpired he the sd T: M:
paying the Rent and performing the —
Covenants and Agreemts in and by the —
within written Indre of Lease reserved and —
Contained on the Tenant or Lessees part
to be paid, done and performed And —
the said T: M: for himselfe his Extors
Admrs doth hereby Covenant promise
agree to and with the sd E: M: his heirs and
Assignes That he the sd T: M: his Extors
Admrs shall and will pay the rent within
reserved, and perform fulfill observe —
and keep the Covents Clauses and Agreemts

within contained according to the purport, true
intent and meaning of the within written Indre
of Lease. And the sd E: M: for himselfe
his heirs and Assignes doth hereby ratify
and confirm this present Assignmt and doth
accept of the sd T: M: as his Tent to the sd —
premises, under the Rents and Covenants wch in
contained; and doth absolutely acquitt, release,
and discharge the sd I: H: his Extors and —
Admrs of and from the Paymt of the Rent
and performance of the Covenants and —
Agreements within reserved and Contained.
In Witness whereof the said parties have —
hereunto set their hands and Seales the —
day of —— in the yeare of our Lord ——.

Mis-Oriented Page(s)

The Cart Stable The Great Barn —
the Two ffold yards lying on each —
side thereof The Rick yard and all other
the buildings. barnes Stables Lands and
Premises now in his thes^d: Edman Yeates
possession at Hinlip afores^d: being the —
rem^r: of the buildings and Premises lately
rented by thes^d: Edman Yeates of thes^d: S^r
W^m: C: Then this Obligation to be void —
otherwise to be and remain in full force &
virtue.

An Assignm^t: of A Lease by way of
Indorsem^t:

Know all Men by these presents that
the within named I: ff (by and with the —
Consent and approbation of the within —
mentioned E: M: hereinafter Testifyed) in —
Cons^n: of the Sum of —— of lawful money
of Great Britain to him thes^d: I: ff: in hand
well and truely paid by T: M: of &c: at
or before the Ensealing and delivery of these
presents, the Receipt whereof thes^d: I: ff:
doth hereby Acknowledge, and Also in —
Consideration of the Covenants hereinafter
contained on the part of the said T: M: to
be performed Hath bargained sold —
Assigned transferred and sett over, and by —
these presents Doth bargaine sell Assigne
transferr and sett over unto the said T: M:
the within demised Messnage or Tenem^t: and —
Premises with their and every of their —
Appurtenances together also with the within

Mis-Oriented Page(s)

and to a Messuage or Tenem.t Situate in the Pish of &c in the County of &c held by Lease for a term of years of the Dean and Chapter of Worcester And also of in and to All other the Personal Estate whereof my said Father dyed any way is possessed In Witness &c.

Notice of Distress by Ffeoffees.

Thomas Mathews.

Take Notice that We have distrained about Two Acres of Wheat now standing growing and being upon Certain Lands you now hold of us in the Hamlet of Brauceford As Ffeoffees and Master of the Charity School of the Parish of Leigh in the County of Worcester pursuant to an Act of Parliament made in the 11th Year of the Reign of his present Majesty King George the 2d for the Sum of for Rent due to us at Lammas Last dated the 3d day of August 1748. We are your Ffriends

G: D:
T: C
S:

A Condition of A Bond to deliver up possion of premes at Certain times.

The Condition of this Obligation is such that if the above bounden Edman Yeates his Ex.rs Adm.rs or Assignes Do and shall on or before the 28th day of February Instant deliver up to the said S.r Wm Compton or Mr Tho.s Smith his present Tenant or to any other Person or Persons that the s.d S.r W: C: shall appoint to receive the same the Peaceable and Quiet Possession of the Skippery or Pulse barn belonging to the Mantion house of the said S.r Wm C: at Henlip in the County of Worcester And also that if the s.d Edman Y: his Exec.rs Adm.rs or Ass.s do and shall on or before the 25th day of July next ensueing deliver up to the s.d S.r W: C: or the s.d Thomas Smith or to any other Person or Persons that shall be appointed by the said S.r Wm C: to receive the same the peaceable and quiet Possession of a Messuage or Tenem.t called Crumps house

Turn over.

Mis-Oriented Page(s)

of the rest and residue thereof according to the Tenour and true meaning of the said Indenture and as fully and Effectually to all Intents and purposes whatsoever as if he thes.d Wm. Fortescue was Actually present in his own person at the doing thereof hereby Ratifyeing and holding firm all and whatsoever his said Attorney shall do in the premiss according to the ~~Tenor premiss~~ true Intent of these presents In Witness Whereof the said William Fortescue hath hereunto sett his hand and Seal this Third day of July in the year of our Lord 1745.

Sealed and delivered (being first duely Stampt) in the pr. Sence of } W: F

Release of right in Consideration of a Distributive share of ye decred's Effects

To all to whom these presents shall come I Thomas L. of the Pish of &c in the City of &c Woolstapler send greeting Whereas Benj: Lane late of &c Gent. my late father decred dyed Intestate And thereupon Admr. ton of his Goods and Chattells rights & Creditts were granted to Margt. Lane his widow And Whereas I have received of thes.d Margt. Lane my Mother All my Share of the Personal Estate of my said late father decred Now know ye that I the said Thomas L: have remised released and for ever quitt claimed and by these presents Do remise rel. &c. unto ye s.d Margt. L: her Exrs. Admrs. & ass.s As well all my right Title Intt. Claime & demand whatsoever of in and to certain Messes or Tenemts. Gardens Orchards and lands at or near the blockhouse in thes.d Pish of &c which my s.d Father held by Lease for a Term of years of the Corporation of the City of Wonr. As also of in

Mis-Oriented Page(s)

Messuage called Dawes's in Powicke aforesd: with all the Lands and Tenemts thereto belonging together with the Hardcorne now growing upon part of the Premises and left Sevl Acres thereof ready plowed and Mucked for a New Tent. I Do hereby give to the said Walter Jones the Household goods Bacon and other Effects within ye sd dwelling house that were appraised at the sd 5.12.6. and do also discharge him from all Further Arrears of Rent due at Candlemas 1746. to the said James Cooks Witness my hand this 5th day of February 1746.

W. A.

Witness.
W. S.

Memdm 5th Febry 1746.

That I Walter Jones of Powicke in the County of W. Yeomn have this day delivered the peaceable & quiet possion of a Farm and Lands called Dawes's & the Lands at Bastons Ford to Mr Wm Andrews for the use of James C. Esqr. And also do hereby quitt claim any demand that I may have to 3 Acres of Hardcorne that now are upon part of ye Premises, and for plowing Eight acres part of the premises and mucking part thereof, the sd Wm A: having given me Goods to the value of 5.12.6. and discharged me of all Arrears of Rent to Candlemas last, that my other Effects fell short to pay Witt my hand

Witness. W. S.

A Letter or Power of Attorney from the Master of the Rolls to an Attorney in the Country to take possession of Lands &c.

Know all Men by these presents That the Right Honble Wm Fortescue Esqr Master of the Rolls the Lessee named in ye Indre hereunto Annexed for divers good Causes him thereunto moveing Hath deputed named and Constituted And by these presents Doth depute name and Constitute John Trevanion of Cheltenham in the County of Glouc. Esqr his true and lawful Attorny for him and to his use to Accept receive and take possession Livery and Seisin of the Manor Lands Tenemts & Hereditamts with their and every of their Appurts demised or mentioned or intended to be demised by the said Indenture or of any part or parts thereof in heir or in the name

Mis-Oriented Page(s)

Fee taile

In the same manner it is, where tenem.ts are given by one Man to another, with a Wife (which is the Daur or Cousin to the giver) in Frankmarriage, the which gift hath an Inheritance by the words (Frankmarriage) annexed unto it, although it be not Expressly said or rehearsed in the gift (that is to say) that the Donees shall have the Tenements to them and to their heirs between them two begotten & this is called Especial tail, because the Issue of the Second Wife may not Inherit.

An Inventory of the Goods, Corn, Graine, & Hay, Cattle, Implem.ts of Husbandry & other Effects of Walter Jones that were lately distrained for the sum of 62.lt 7.s for Arrears of rent due at Lammas last to James Corks Esq.r for a Farm and Lands which he holds of the said James Corks in the Parish of Powicke in the County of Worcester taken & Appraised the 4.th day of Jan.y 1746. by A. E: and C: F: of Sworn Appraisers, by D: I: Constable of the said Parish of Powicke.

Vide 69. & 92. for other Forms.

Memorand.m

Whereas I lately took a distress of the Goods Chattles & Effects of Walter Jones of Powicke Yeom for 62.lt 7.s 0.d for Arrears of rent due to James Corks Esq.r which Effects were on the 4.th day of February Instant appraised by Two Sworn Appraisers (to Wit) The Goods and Effects in the house at 5.lt 12.s 6.d and the Cattle and other Effects without Doors at 35.lt 2.s Now I William Andrews Gent: Steward to the said James Corks in Cons.n that the s.d Walter I: hath this day surrendred up the peaceable and Quiet possession of the

Turn over.

Mis-Oriented Page(s)

Of Fee Tail.

Coke on Littleton.

Chap. 2. Sect. 13.

Tenant in Fee Tail is by force of the Statute of W. 2. Cap. 1. for before the said Statute all Inheritances were Fee Simple; for all the Gifts which be specified in that Statute were Fee Simple Conditional at the Common Law, as appeareth by the Rehearsall of the same Statute. And now by this Statute, Tenant in Taile is in Two Manners, that is to say, Tenant in Tail generall, and Tenant in tail special.

Tenant in taile generall, is where Lands or Tenem.ts are given to a Man and to his Heirs of his Body Begotten In this Case it is said generall tail, Because whatsoever Woman that such Tenant taketh to Wife (if he hath many

Wives and by every of them hath Issue) yet every one of those Issues by Possibilitie may Inherit the Tenem.ts by force of the Gift; because that every such Issue is of his Body ingendred.

In the same Manner it is where Lands and Tenements are given to a Woman and to the Heirs of her body albeit that she hath divers Husbands; yet the Issue which she may have by every Husband may Inherit as Issue in Taile by force of this gift. And therefore such Gifts are called Generall tailes.

Tenant in Taile Special is where Lands or Tenem.ts are given to a man and to his Wife, and to the Heirs of their Two bodies Begotten; In this Case none shall Inherit by force of this Gift, but those that be ingendred between them two: and it is called especial taile, Because if the Wife die, and he taketh another Wife and have Issue, The Issue of the Second Wife shall not Inherit by force of this Gift, nor also the Issue of the Second Husband if the first Husband die.

Mis-Oriented Page(s)

A Warrant of Attorney to acknowledge Satisfaction of a Judgmt., by Execrs.

To Mr. J: S: J: B: & M: M: Attornies of his Majestyes Court of Common Pleas at Westmr. or either or any of them or any other Attorney of the said Court.

Whereas W: J: Widow recovered a Judgmt. in the said Court of Common Pleas as of Hilary Term in the 10th. Year of his present Majesties reign agt. R: M: by the name of R: M: late of &c. for the Sum of 250. Debt and fifty shillings Damages And Whereas the sd. W: J: is since dead having first (by the name of W: J: of &c. Widow) made her last Will and Testament in Writing and Appointed us W: G: of &c. and G: W: of &c. Execrs. thereof who have duly proved the said Will. And Whereas we the said W: G: & G: W: have been since fully paid and Satisfyed the sd. Debt and Damages by the said R: M: These are therefore to Authorize and impower you the said

you may say in wt. Court it was proved

Attornies, or any or either of you, or any other Attorney of the said Court for us and in our names to acknowledge Satisfaction upon Record of the said Judgment for the said Sum of 250. Debt and 50s. Damages and for your ~~[illegible]~~ either, or any of your* so doing this shall be your sufficient Warrant In Witness &c.

* or any other Attorney as aforesd.

Sealed &c.

W: G:
G: W.

Manor Ripple. 13 Years Purchase.

	Years
For the 1st. Life	7 & 1/2
2d. Life	3 & 3/4
3d. Life	1 & 3/4
	13

For Exchangeing a Life. 1 Year
Adding a Life 1 Year & 3/4

Mis-Oriented Page(s)

a Warrant of Attorney to appear and plead to an action commenced.

To Mr. A: D: of &c. one of the Attorneys of his Majestyes Court of &c. at Westm.r ~~These~~ These are to desire and authorize you to appear for me E: F: of &c in the said Court at the Suit of &c in an Action of &c. and to plead to the s.d Action of &c. and for your so doing this shall be to you a Sufficient Warrant Witness &c.

Acts of Parliament relateing to Papists.

1.st & 2.d Geo: 1.st before Midsummer 1714

3.d Geo. 1.st

9.th Geo. 1.st fo: 639.

10.th Geo: 1.st

Warrant of Attorney to Confess a Judgm.t in the Court of Common Pleas

To Mr. I. S: and Mr. I: P: Attorneys of ~~the~~ his Majesty's Court of Common Pleas at Westm.r Jointly and Severally or to any other Attorney of the same Court

These are to desire and authorize you the s.d Attorneys above named, or any one of you or any other Attorney of the Court of Common Pleas K.B aforesaid, to appear for me R: R: of &c. yeom.n in the s.d Court of Common Pleas K.B as of this present Hilary Term or any other Subsequent Term, and then and there to receive a Decr.n for me in an Action of Debt for 40.c 10.s on Bond at the Suit of W. M: of &c Glover and thereupon to Confess the same Action, or else to suffer a Judgment by not being informed or otherwise to pass against me in the same Action, and to be thereupon forthwith entered up against me of Record for the s.d Debt. besides Costs of suit; and for your so doing this shall be to you or any one of you, or to any other Attorney as afores.d yours *

* his, their or any of their Sufficient Warrant In Witness whereof I have hereunto set my hand and seal the 17th day of June in the 21st year &c.

Mis-Oriented Page(s)

Ind^re. of a Fine.

This is the Final Agreem^t. made in the Court of our Sovereign Lord the King at Westm^r. on the Morrow of the Purification of the blessed Mary in the 13th. year of the Reign of Geo: y^e. 2^d. by the Grace of God &c. before Jn. Willes & al. Justices of our Lord the King and others then & there present between R: S: y^e. elder Pl^t. and R: Gardner and J. E: and Elizabeth his Wife — Deforc^ts Of 4 Messuages, 3 Gardens, 4 Orch^ds 30 Acres of Land 10 Acres of Meadow, 20 Acres of Pasture and Common of Pasture for all Manner of Cattle with the Appurts in the Parish^s of North Pidle and Powick. Whereupon a Plea of Covenant was Summoned between them in the same Court that is to say that the afores^d R: G. and J. and Eliz: have Acknowledged ye aforesaid Tenements and Common of Pasture with the Appurtenances to be the right of him the said R: S: as those which the said Richard hath of the Gift of the aforesaid Rich^d. Gardner

and James and Eliz: and those they have remised and Quitt claimed from them the said R: G: and James and Elizabeth and their Heirs to the aforesaid Richard Solloway and his Heirs for ever And Moreover the^s. James and Elizabeth have granted for them and the Heirs of the said Elizabeth that they will Warrant to the aforesaid Richard Solloway and his Heirs y^e. aforesaid Tenem^ts. and Common of Pasture wth. y^e. Appurts ag^t. them the said James and Eliz: and the Heirs of the^s. Eliz^th. for ever, and for this Acknowledgm^t. remise Quitt claim Warranty Fine and Agreem^t. y^e. Rich^d. Solloway hath given to the afores^d. Richard Gardner and James & Eliz^th. One hundred pounds Sterling.

Mis-Oriented Page(s)

Precipe & Concord.

City of Wor.^r and County of the same City } to wit.

Command Thomas T: Gent. & S: his wife, That they Justly and so forth perform to Saml P: Mercer ye Cov.^t made between them of One Messe, one Stable & one Curtilage with ye Appurts in the Parish of St Nicholas in the City of Wor.^r & County of the same City aforesd. and unless and so forth.

And the Agreement is such (that is to say) That ye S: Thomas and Sarah have granted to the said Samuel the said Tenements wth the Appurts To have and to hold to the said Samuel from the Feast of St John ye Baptist next ensuing until the end of the Term of Ninety nine years from thence next Ensueing and fully to be Compleated and ended If they the s.^d T: & S: or either of them shall so long live Yielding and paying therefore yearly to the said Thomas & S: a pepper Corne at the Feast of St Michael the Arch angel in every year if demanded and if the said Thomas & S: or either of them shall so long live And the said Thomas and S: and the heirs of the said Thomas will

will warrant to the said Samuel the said Tenements with the Appurts as aforesaid against them the said Thomas & S: during the said whole Term if the said Thomas and Sarah or either of them shall so long live And for this &c.

Taken &c.

Precipe and Concord.

Worcestershire to wit. ---- } Command I: S: Gent: I: S: Yeoman and Eliz.th his wife that they Justly and so forth perform to I: B: Gent: and Jacob S: Baker the Coven.t made between them of One Messe, One Garden Two Orchards 12 Acres of Arrable Land and Two Acres of Pasture and Common of Pasture with the Appurts in the Parishes of Saint John in Bedw.dine and Crowle in the County of Worcester aforesaid and unless and so forth.

And the Agreement is such (that is to say) that the aforesaid James John and Elizabeth have Acknowledged the Tenem.t and Common aforesaid with the Appurtenances to be the right of them ~~of them~~ the said John and Jacob as those which the said John and Jacob have of the Gift of the aforesaid James, John, and Eliz.th And those they have remised and Quitt claimed from them the s.d James, John, and Elizabeth and their heirs to the aforesaid John and Jacob and the heirs of the

said Jacob for ever And Moreover the said James hath granted for him and his h.rs that they will Warrant to the afores.d John and Jacob and the heirs of the said Jacob the aforesaid Tenem.t and Common with the Appurts ag.t him the said James and his h.rs for ever And Further the said John and Elizabeth have granted for themselves and the heirs of the said John that they will Warrant to the aforesaid John and Jacob and the heirs of the said Jacob the aforesaid Tenement and Common with the Appurts ag.t him the said John and his heirs for ever And Lastly the said John and Eliz.th have granted for themselves and the heirs of the said Eliz.th that they will Warrant to the afores.d John and Jacob and the heirs of the said Jacob the aforesaid Tenem.t and Common with the Appurts ag.t her the s.d Eliz.th and her heirs for ever and for this and so forth.

Mis-Oriented Page(s)

Hil. 17 G. II. gether with such Affidavit or Affidavits annexed, shall be transmitted to the said Lord Chief Justice, or some other Justice of this Court for his *Allocatur* thereon, and such Affidavit or Affidavits shall remain annexed to such Fine, and be left with the same in the proper Office. **And it is further Ordered**, That all and every such * Affidavit and Affidavits as aforesaid shall be made by some Attorney or Attornies of the Courts of *Westminster-Hall*, or of the great Sessions in *Wales*, or of the Counties Palatine of *Chester*, *Lancaster* and *Durham*, and shall be sworn before a Person duly authorised to take Affidavits in this Court. *By the Court.*

The same Term, 1743.

No Attendances during the Sitting of the Court.

II. **It is Ordered**, That no Attorney or other Person shall be summoned to attend any Justice of this Court, nor any Matters be transacted before such Justice at his chambers or elsewhere out of Court, during the Sitting of the Court at *Westminster*; And all Orders and other Transactions so to be made by such Justice shall be vacated. *By the Court.*

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* *The Affidavit may be in this Form.*

In the Common Pleas.

A. B. *of* —— *in the County of* —— *one of the Attornies of* —— *maketh Oath and saith, that he knows* C. D. *and* E. *his Wife, and* F. G. *and* H. *his Wife, the Conusors named in the Fine hereunto annexed, and that the said Fine was duly signed and acknowledged by them in this Deponent's Presence, and that they the said* C. D. *and* E. *his Wife, and* F. G. *and* H. *his Wife, and also* J. K. *and* L. M. *Gentlemen, the Commissioners taking the same Fine, were at the Time of taking thereof all of full Age and competent Understanding; That the said* E. *and* H. *were solely and separately examined apart from their Husbands, and freely and voluntarily consented to and acknowledged the same, and that the said Conusors, and every of them, knew the same to be a Fine to pass his, her and their Estate and Estates.*

Sworn at —— *&c.*

Affid.t

In the Comon Pleas . . } Or in this manner as the Case requires.

J: K: of &c Gent. One of the Attornies of this Court maketh Oath and saith that he knows R: S: Gent. & W: M: Spinst. the Conusors named in the ffine hereunto annexed And that the said ffine was duely signed and Acknowledged by them in this Deponents presence And that they the said R: S: and W: M. And also this Deponent and Wm. Smith Gentl. the Commissioners taking the same ffine were at the time of taking thereof all of full age and Competent understanding And that the said Conusors and each of them knew ye same to be affine to pass his & her Estate and Estates.

Sworn at — the — day of — in the year of our Lord &c.

In the Comon Pleas. another.

W: N: of &c Gent. One of the Attornies of this Court maketh Oath and saith that he knows E: T: & M: his Wife Two of the Conusors named in the ffine hereunto annexed And yt. ye. sd. ffine was duely signed & acknowledged by them in this Deponents presence And that they the sd. E: T: & M: his wife And also this Depont. & T: S: Gent. the Comrs. taking the same ffine were at the time of taking thereof All of ffull age & Competent understanding That the said Mary was Solely and Seperately Examined apart from her husband and ffreely & voluntarily Consented to and Acknowledged the same And that the said Edmund and Mary knew ye same to be affine to pass his her and their Estate and Estates.

Sworn at &c.

Mis-Oriented Page(s)

Hil. 17 Geo. II. 1743.

WHereas by a Rule of this Court made in the 13th Year of the Reign of his late Majesty King George, *It was Ordered, That no Fine whatsoever taken and acknowledged before any Commissioners, by Virtue of a Writ of* Dedimus Potestatem *to them directed, be allowed to pass, unless some Person present when such Fine was taken and acknowledged did personally appear before the Lord Chief Justice, or some other Justice of this Court, and was examined upon Oath touching the due Execution thereof, and particularly whether such Person knew the Parties acknowledging such Fine; which Rule has been found by Experience to be attended with Inconveniences, and has not answered all the good Purposes for which it was intended; for Remedy thereof, and the better to ascertain the Practice for the future,*

On taking Fines before Commissioners, instead of the Oath *Viva Voce*, an Affidavit of the due acknowledgment may be made by an Attorney before a person authorised to take Affidavits in this Court.

It is Ordered by this Court, That from and after the first Day of next Term, instead of an Oath made *Viva Voce* of the due Acknowledgment of such Fines, an Affidavit or Affidavits in Writing on Parchment shall be made and annexed to every Fine so taken as aforesaid, in which Affidavit or Affidavits the Person or Persons making the same shall swear, That he or they knew the Party or Parties acknowledging such Fine, that the same was duly signed and acknowledged, That the Party or Parties acknowledging, and also the Commissioners taking the same were all of full Age and competent Understanding; That the Femes Covert (if any) were solely and separately examined apart from their Husbands, and freely and voluntarily consented to and acknowledged the same, and that the Conusor or Conusors, and every of them knew the same to be a Fine to pass his, her or their Estate or Estates, which Fine, to-

Hil. 17 G. II.

Hil. 17 Geo. II. 1743.

WHereas by a Rule of this Court made in the 13th Year of the Reign of his late Majesty King George, *It was Ordered, That no Fine whatsoever taken and acknowledged before any Commissioners, by Virtue of a Writ of* Dedimus Potestatem *to them directed, be allowed to pass, unless some Person present when such Fine was taken and acknowledged did personally appear before the Lord Chief Justice, or some other Justice of this Court, and was examined upon Oath touching the due Execution thereof, and particularly whether such Person knew the Parties acknowledging such Fine; which Rule has been found by Experience to be attended with Inconveniences, and has not answered all the good Purposes for which it was intended; for Remedy thereof, and the better to ascertain the Practice for the future,*

On taking Fines before Commissioners, instead of the Oath *Viva Voce*, an Affidavit of the due acknowledgment may be made by an Attorney before a person authorised to take Affidavits in this Court.

It is Ordered by this Court, That from and after the first Day of next Term, instead of an Oath made *Viva Voce* of the due Acknowledgment of such Fines, an Affidavit or Affidavits in Writing on Parchment shall be made and annexed to every Fine so taken as aforesaid, in which Affidavit or Affidavits the Person or Persons making the same shall swear, That he or they knew the Party or Parties acknowledging such Fine, that the same was duly signed and acknowledged, That the Party or Parties acknowledging, and also the Commissioners taking the same were all of full Age and competent Understanding, That the Femes Covert (if any) were solely and separately examined apart from their Husbands, and freely and voluntarily consented to and acknowledged the same, and that the Conusor or Conusors, and every of them knew the same to be a Fine to pass his, her or their Estate or Estates, which Fine, together

(2.)

Windows.

In an Act of Parliament passed in the year of ye: reign of King George the Second. there is the following Clause Viz.

" Every Kitchen, Scullery, Buttery, Pantry,
" Larder, Wash-house, Laundry, Bake house,
" Brewhouse, and Lodging room belonging
" to or Occupied with any dwelling House,
" ~~[illegible]~~ whether the same shall or shall
" not be within, or Contiguous to, or disjoin'd
" from the Body of such Dwelling-House,—
" is to be deemed and taken to be part of such
" dwelling House, And that all ye: Windows or lights
" therein, and all Sky-Lights, Windows or Lights
" in Stair Cases, Garretts, Cellars, and Passages, and
" in all other parts of Dwelling Houses to what
" use or purpose soever applied, are to be
" accordingly charged wth: the said Rates, and duties:
" and that no Window or Light shall be deemed to
" be Stopped up, unless such Window or Light shall
" be stopped up effectually with Stone or Brick,
" or Plaister upon Lath, or upon some other
" Materials commonly used to plaister upon, or wth: ye:
" same kind of Materials, whereof the outside of such
" dwelling house doth or shall Chiefly Consist, save
" and Except such Windows only which were really
" bona fide stopped up with any Materials wt soever,
" before the making ye: Act next preceding this pr: sent Act.

and Admrs: do and shall as well pay off and discharge the said Debt of 80lb: to the said William Stedman together with the Costs and Charges of such Suite As also do and shall from time to time and at all times hereafter save harmless and keep indempnified the said John Farmer his heirs Exrs: and Admrs: and his and their Goods and Chattles Lands and Tenements of and from all Loss and Damages Costs Trouble and Expences that he or they shall or may Sustain or be put unto for or by reason or in respect of the said John Farmers becoming bound as Surety with the said John Stedman and John Nott in the said Recognizance or Bail peice and all the Consequences thereof Then the said Bond and Warrant of Attorney to Confess Judgment shall be void and of none Effect otherwise to be and remaine in full force and virtue In Witness whereof the said John Farmer hath hereunto put his hand and Seal the 12th day of May in ye: year of our Lord 1744.

4. Considerations

And where a Consid^r ation is necessary, it is either of Blood or the like. Or it is of Money or Moneys worth, as of Cattle, Land, Corn, or any other valuable thing.

Also such Consid^r ations as are hereunder mentioned, are usual and valuable Considerations.

1st. As for Money paid, or Secured to be paid.

2^d. For Natural Love and Affection and p^r ferm^t. of Children.

3^d. For Settlem^t. in Stock and Blood.

4. For Assuring Lands in Joynture, before or after Marriage.

5. Towards performance of Former Covenants.

6. To Secure the Feoffee from Bonds.

7. For Payment of Debts and the like.

Articles for delivery of Goods &c.

Articles of Agreement had made — Concluded and agreed upon this 29th. day of &c. Between R: R: of W. Gent^r. of the One part and W: Y: of W. in the County of S: Gent^r. of the other part as follows. —

First y^d. R: R: for the Cons^ns. hereinafter mentioned doth hereby for himselfe his Exec^ts. Adm^rs. & Ass^s. Covenant promise and agree to and with the s^d. W: Y: his Exec^ts. Adm^rs. and Assignes That he the said R. R. his Exec^ts. Adm^rs. or Assignes shall and will at or upon the first day of March next Ensuing the date hereof at his and their own Costs and Charges deliver or Cause to be delivered unto M^r. I: I: at the Key in the City of Bristoll for the use of the s^d. W: Y: his Exec^ts. Adm^rs. & Assignes 50 Tonn of Pigg Iron made with the best Oar that can be had gott or found in or near New York in West Jersey aforesaid at and after the rate or Price

of 6.to 17.s 6.d ℔ Tunn And the said W: Y:
for the Considerations aforesaid doth hereby for himselfe
his Executors Adm.ts and Assignes Covenant promise &
Agree to and with the said R: R: his Executors Adm.ts and
Assignes ~~Covenant promise and Agree to and with~~
that he the s.d W: Y: his Executors Adm.ts or Ass.ts
shall and will well and truely pay or Cause to be paid
unto the said R: R: his Executors Adm.ts or Assignes
or Agents upon the Delivery of the said 50 Tunn of
Pigg Iron to the said James J: at the place —
aforesaid the full money the same shall Amount
unto at and after the said rate and Price of 6.to
17.s 6.d ℔ Tunn without any Deduction or abatem.t
whatsoever. And Lastly it is Agreed between
the said Parties hereto that in Case any Difference shall
arise &c [that it shall be left to two persons to decide &
in Case they cannot decide it to leave it to an
Umpire.] In Witness &c.

Deed of Gift of Goods and Chattells

To all people to whom these p.sents
shall come I: B: C: of — send Greeting
Know ye That I the said B: C: for —
and in Cons.n of the natural love and —
Affection which I have and bear unto my
well beloved brother P: C: of — And
also for divers other good Causes and —
Considerations me the s.d B: C: hereunto
moveing Have Given granted and —
Confirmed and by these presents Do give
Grant and Confirm unto the s.d P: C: all &
singular my Goods, Chattles, ~~Plate, Jewells,~~
Leases, ~~and Personal Estate whatsoever~~
Debts, Ready Money, plate, Jewells, Rings,
Household Stuff, Apparel, Utensils, Brass
Pewter, Bedding, and all other my Substance
whatsoever of what Nature, ~~of~~ kind, or —
Quality soever the same are and in what
place or places soever the same be, shall
or may be found as well in mine own —
Custody or Possession as in the possession, —
Hands, Power, and Custody of any other

person or Persons whatsoever; To have and To hold all and Singular thes^d. Goods, Chattells, Leases, Debts, and all other the afores^d: premises unto thes^d: P: C: his Exec^rs. Adm^rs. and Assignes To his and their own Proper use and uses for ever. And I the said B: C: all and Singular the afores^d: Goods Chattels and Premises to the said P: C: his Exec^rs. Adm^rs. and Assignes against me the said B: C: my Exec^rs. and Adm^rs. and all and every other Person and Persons whatsoever shall and will Warrant, and for ever defend by these presents And Further I the B: C: have put thes^d. P: C: in Possession of all and Singular the premises afores^d: by the Delivery unto him thes^d. P: C: at the time of the Sealing and delivery of these presents, One piece of Broad Gold of the Coin of &c. in the name of the whole premises hereby granted In Witness &c

Minutes of Agreem^t. on Sale of Wheat

Memorand^m. 2^d. Novr. 1741.

It is agreed by and between A: B: of &c. and C: D: of &c. That he thes^d: C: D: in Cons^n. of 500 Q^rs. of Wheat sold to him this Day by thes^d. A: B: and by him agreed to be delivered to the s^d. C: D: ffree from all Charges and Expence whatsoever, on or before the day of next shall and will pay or Cause to be paid to the said A: B: or his Assignes within three Months after such delivery, the Sum of &c. And the said A: B: in Consideration of the Agreem^t. aforesaid of the s^d. C: D: doth promise and agree, on or before &c. aforesaid, at his own proper Expence, to send in & deliver to the said C: D: or his Assignes, the said 500. Q^rs. of Wheat so Sold to him as afores^d. And that he the said A: B: shall and will Warrant the same to be good Clean & Merchantable Grain In Witness whereof the said partyes above named have hereunto set their hands the day & year above written.

Witness.

Condicon of a Counter bond. or Bond of Indempnity.

The Condition of this Obligation is such That Whereas the above named I: D: at the Special Instance and request and for the only proper debt of the above bounden C: D: together with the said C: D: is in and by one Bond or obligation bearing equal date with the obligation above written held & firmly bound unto I: K: of &c. in the Penal Sum of 300 of lawful Money of Great Britain Conditioned for the Payment of the Sum of 150 with lawful Int.t for the same on the day of &c. next ensueing the date of thes.d in part recited obligation, as in and by thes.d in part recited Bond with the Condition thereunder written may more fully appear: If therefore the s.d C: D: his heirs Exec.rs or Adm.rs do and shall well and truely pay or Cause to be paid unto the s.d I: K: his Exec.rs Adm.rs or Assigns the said Sum of 150 with lawfull Int.t for the same on the said day of &c. next ensueing the date of thes.d in p.t recited Obligation according to the true Intent and meaning and in full discharge and Satisfaction of thes.d in part recited Bond or obligation, then this obligation to be void otherwise to be & remaine &c.

Worcestershire. } Mary Dormer & C: D: Spinsters

Arrears of Rent } Mary Moore ag.t in Com. p.d Wid.o for 26.l 11.s 6.d on Demand

ret. tres Mich.

Worcestershire } James Cocks Esq.r ag.t Tho.s Roper & Jn.o Jones the younger of the Parish of Martley in Com. p.d Yeoman for 334.l 4.s on demand.

Bail Bond

ret. tres Mich.

July 1743. Sci fac. &c. Glouc.

To revive the Judgm.t } Henry Whitaker against Capt.n Charles Higford for 1000. debt & 7.l 10.s Costs

ret. tres Mich.

Gloucester. } Ca sa ag.t Charles Higford Gent.r at suite of Henry Whitaker Gent.r £ 1000. debt & 7.l 10.s Costs

ret. 1.st ret. Hil. term.

Upon a non pros.

Enter up the Indgmt.
Tax the Costs
Carry in the Roll
and let the Matter rest there

An Indorsemt. upon the back of a Writ by the Pltt to Indemnify the Sheriffe.

In Consideration that the Sheriffe hath made out a Warrt. agt. the Deft. within named at my suite and directed to Joseph Harper and Special Bailiff's I promise to save the Sherriffe harmless from all Escapes.

In Chancery } Between G: D: & Mr. his Wife and S: S: Pltts. and Jn. G: ~~Gent~~ Defendt.

14th. Octobr. 1745. Then this paper writing was produced and shewn to ~~at the time of~~ his Examination (on the Complts behalfe) in this Cause.

Greenwoods office of a Coroner fo 259.

The Body is to be viewed, and if it be burryed it is to be taken up, and he is to read the record the names of those that buryed him, and if it hath been deceased or endamaged by ill keeping, or lain so long that it cannot be adjudged how long it came by its Death, the same must also be recorded, for the Town where the Neglect or ill Managemt. was shall be grievously Amerced upon the Sight of the Coronors Rolls.

Pophs. Kepts. fo. 209. & 210 } He is to see the dead body when he maketh Inquisition, otherwise the Inquiry is Invalid for if he will Enquire of any dead person without view, this is wth. out Authority and void.

The Jurors must be wth. in the 4 next Adjacent Villags. p 1o. Edwdi: 1mi: In these Inquests lye no Exceptions or Challenges to the persons of the Jurors.

Impanelling the Inquest, the view of the body and giving the verdict is commonly in the Street in an open place. and in corona populi

In the Common Wealth of England.

Whatsoever is the Cause of his Death is a — Deodand and must be appraised.

Hawkins Pleas of the Crown
1st. part Chap: 26.

Where one is killed by a fall from a horse, — a Cart &c. which tho' it be not properly homicide or punishable as a Crime, yet it is taken Notice of by the Law as far as the Nature of the thing — will bear, in Order to Raise the Great Abhorrence of Murder, and the Unhappy Instrument: or — Occasion of such Death is called a Deodand, and forfeited to the King.

A Horse &c killing an Infant wth. in the Age of — Discretion are as much forfeited as if he were at age.

Salkeild. 220. Case of the Lord of the Manor of Hampstead.

A Cart met a Waggon loaded upon the Road, and the Cart endeavouring to pass by the Waggon was — driven upon a high Bank and overturned, and threw the person that was in the Cart Just before the Wheels of the Waggon, and the Waggon run over the man & killed him.

Polexfen Chief Justice & Gregory, gave their Opinions that the Cart, Wagon, Loading and all — the Horses are Deodands because they ale — moved ad mortem, and Polixfen cited a Case, one riding upon a horse in the River the horse threw him, and the Stream carried him to a Mill and the Wheel of the Mill killed him, and it was Adjudged that the horse and wheel were forfeited. If a Man is thrown from his horse by the violence of the Water then the Horse is not forfeited.

Lord Chandois.

Case 2 Cro: Where the Inquest found him killed per cursum Aquæ.

It is said in the Bookes that if a Tree fall upon — the Branch of another tree and both fall to the ground, and the Branch kills a Man, the Tree and Branch — are both forfeited.

Herriots.

There are two Sorts. } Service
Custome.

Herriot Custom, is due by Custom time out of mind And the Lord may seize or distraine for it; he may seize where ever he finds it. Benlow: 18.39.
He may seize in the Highway. 2 Inst: 132.

Herriot Service, is generally expressed in a Mans grant or deed by which it is reserved, and it is out of ffreeland, The Lord may seize or distraine for it vide postea.

Nelsons Abr. 2 pt. 932.

If the best beast be drove away before the Lord or his Servant could Seize it, then he used to have the beast of any other Levant and Couchant on the same Land, Adjudged an Unreasonable Custom but Bramston C: J: was of another Opinion, because such a distress is only as a Pledge and means to get the Herriot. March 1651. Thorn ag. Tyler.

Herriots.

Lex Customaria fo. 248.

Lord and Tenant by Fealty and Herr. Service.

The Lord purchaseth pt. of the Land the Herriot Service is Extinct, because it is intire valuable, Aliter of Herriot Custom for there the Lord shall have a Herriot.

If Tenant Alien parcell of the Tenancy, entire Services as Homage ffealty Herriot &c, shall be multiplied Solida & Singulis prestantur

If any Tenant who holds of me by a Herriot, alyens parcell of his Land to another, each of them is Chargeable to me with a Herriot, because it is entire And tho' the Tenant purchase the Land back againe I shall have of him for every portion an Herriot.

ffeme Sole was Tenant for Life of a Coppyhold held where the Custome was to pay the best beast for a Herriot upon the Death of every Tenant, she marryed and dyed, The Lord shall not have a Herriot, because a ffeme Covert can't have any goods by Law 4: Leon: 239.

Turn over.

Herriots.

Salkield fo: 356. Austin ag.t Bennet —
pasch. 5. W: & M:

Trespass for a Cow; The Def.t Shewed that I: S: was possessed of, and that he seized the Cow as a Herriot Service and does not Shew — that he Seized it within the Manor, Et p Curt. H: may Seize either Herriot Custome, or Service, any where but one cannot distraine for them out of the Manor.

Bill of Charges for Levying a Fine

C. & H.

Dr Instr for Dedimus	0 . 3 . 4
Dedimus duty and Postage	1 . 12 . 10
Dr precipe & Concord	0 . 6 . 8
Ingr	0 . 3 . 4
Caption by Two Commissioners	0 . 13 . 4
For my Affidavit of the due Caption of the Fine parchment duty and Oath	0 . 4 . 4
pd the Carrier for taking the Fine to London	0 . 1 . 0
pd for the Judges hand to the Caption of the Fine pursuant to the new Rule	0 . 4 . 0
Cd Attend.g at the Judges Chambers to get the Caption signed	0 . 3 . 4
Writt of Covenant	0 . 10 . 10
pd the Fine in the Alienation Office	0 . 16 . 0
Cd attending the Comm.rs	0 . 3 . 4
pd Fees in the Alienation Office	0 . 2 . 0
Filing Warrants of Attorney	0 . 1 . 0
Paid at the Return Office	0 . 2 . 0
Custos Brium	0 . 4 . 2
Kings silver	0 . 2 . 10
Chirographers	0 . 6 . 2
For the Indentures of the Fine	0 . 8 . 0
For passing the Fine	0 . 13 . 4
Letters	0 . 1 . 0
	7 . 2 . 10

(195)

Shaw Lof Scuga, Sax. a Shaudow] A Tuft of Trees which encompasses a Close shade.

In the Common Pleas.

Michas Term 1735.

Hilary ats mandey. Attend. Mr. Hilary on Going Serv'd wth Capias and adviseing Imt	0 . 3 . 4
Drft & Engrd Affid.t of Debt in Order in to set aside proceedings	0 . 3 . 0
Duty Paper and Oath	0 . 2 . 1
Searching prothonotary's Office for Decl.n:	0 . 3 . 4
paid for Copy thereof Duty and Warr.t: Appearance and Fees	0 . 10 . 10
Three Copy sent into the Country fo. 8.	0 . 2 . 8
paid for Summons to Shew Cause why all proceedings sho.d not stay Causes Going out of Court	0 . 2 . 0
Copy and Service	0 . 1 . 0
Attend.d thereupon	0 . 3 . 4
Order for all proceedings to be stay'd Copy & Service	0 . 3 . 0
pd. fileing the Affid.t	0 . 2 . 0
Term Fee	0 . 5 . 0
Fees	0 . 2 . 8

(196)

Hilary ats of Jury In the City Court of Worc.r In Debitum. Entd Appearance for Deft.	0 . 1 . 4 1/2
Fees thereon	0 . 3 . 4
Searching for Declaration	0 . 1 . 8
pd. for Copy thereof and Duty	0 . 2 . 8 1/2
Motion to plead double	0 . 3 . 4
Paid for Rule thereon	0 . 0 . 4
Drawing plea Fair Copy and duty	0 . 2 . 2 1/2
Filing and Fees	0 . 4 . 0
Drd Briefs	0 . 5 . 0
Two Fair Copy's thereof	0 . 5 . 0
Attending Tryal	0 . 6 . 8
Drd Notice of Motion for ~~Tryal~~ new Tryal Copy and Service	0 . 2 . 6
Attend.d Court accordingly and moveing for new Tryal	0 . 3 . 6
pd. for Rule and Stamps	0 . 2 . 1
Fair Copy thereof and Service on Pltfs Attorney	0 . 2 . 0
Attend.d Court on Notice from Pltfs Attorney to discharge the Rule in Ord.r to support y.e same	0 . 3 . 6
Fees Attendance &c	0 . 6 . 8

(91)

Notice of Distress to be given to a Tenant. Pursuant to an Authority given for that Purpose vide fo. 21.

Mr. C. D:

By the Authority of your Landlord, Mr. A:B: I have this 16th. day of Decr. &c. Seised upon part of your Goods in your House, in &c. as a Distress for 20. for half a Year's Rent due at Michaelmas last, and have taken an Inventory thereof, and lock'd the same up in the Room &c. And if you do not pay the Rent due, or Replevy the said Goods mention'd in the Inventory, I shall in Five Days Time according to the Act of Parliament make Sale thereof; of which take Notice from

your Friend.

E. F.

Saunders agt Sanders		
City of Worcr. Court of Pleas	Retainer	0 . 3 . 4
	Affidt. of Debt and Duty	0 . 4 . 6
	Capias	0 . 2 . 7
	Pd. the Serjt.	0 . 5 . 0
	Searching for Appearance	0 . 1 . 0
	Ds Decln.	0 . 5 . 0
	Fair Copy and duty to file	0 . 2 . 0
	Filing and Fee	0 . 4 . 0
	Fee on ending	0 . 3 . 4

Memorand^m.

I Do hereby promise to Cause the Messes. or Tenem^ts. within mentioned to be Situate in the Town of Tewksbury in the County of Gloucester to be Insured in One of the Insurance Offices in London or Bristoll within the Space of Six Months from the date of the within written Ind^re. Witness my hand the day and Year within written.

R: J.

Witness. W: A.
T: H
R: T.

And the s^d. S: W: Wid^o. for herself her heirs Ex^ts. & Adm^ts. doth hereby Coven^t. promise and agree to and with ye s^d. W^m. W: her Son his heirs Ex^ts. & Ass^s. That she ye s^d. S: W: shall & will at all times hereafter during her Widowhood Accept & take of her s^d. Son One Annuity or y^ly Sum of 14^{lb}. in lieu of the 20^{lb}. A Year Secured to her by ye s^d. recited Ind^re. & in full thereof And in Case the s^d. Sarah Walker shall Marry ag^n. that then she will from the time of such her Marriage Accept and take of her s^d. Son 10^{lb}. A Year in Lieu and in full of the Annuity Secured to her by the s^d. recited Ind^re. as afors^d.

Hill. Term 1743.

		£	s	d
I: C: Esq.t ag.t T: G:	Warr.t to prosecute	0	1	0
	Ca. Duty and Fee	0	10	6
	Cop. & Service	0	5	0
	D.r Affid.t of Service Duty & Oath	0	4	6

Easter 1744.

	Sear. for appearance	0	1	8
	Entering appear.	0	6	8
	D.r Decl.n fo: 7	0	7	0
	Cop. to file and Duty	0	4	8
	filing	0	4	0
	D.r Notice of Decl.n and Copy	0	1	8
	Ser. Notice	0	2	6
	Lr.s	0	1	4
	Fee Attorney and agent	0	5	0

Trin. foll.g

	Rule to plead	0	2	0
	Calling and Search.g for plea	0	3	4
	Signing Judgm.t & Duty	0	6	6
	Entering & Copy and award.g in Jng.y	0	10	0
	Warrant	0	2	0
	Fee	0	5	0

	Writ of Inquiry	0	9	4
	Drawing Notice of Executing Inquiry & Copy	0	1	8
	Ser. Notice	0	2	6
	Letters	0	2	0
	Fee on ending	0	3	4

May 1747.

This is a true Copy of the Exemplification of a Recovery now in the hands of M.rs C: S: Examined by us.

May 1747.

This is a true Copy of one of the Chirograph's of a Fine now in the hands of M.rs C: S: Examined by us.

and there produce their Several Leases Coppyes — Deeds, Evidences, and Writings by which they and every of them hold their Several and respective Messuages Cottages Lands and Tenem.ts within the said Manor and the Limitts thereof And that you your selves be then and there present to do and perform as to your Office appertaineth having with you the Names of all Persons within the said Manor and Limitts thereof as owe — suite and Service at the said Court fairly — written and hereof fail not at your Peril Given under my hand and Seal this 2d day of Sept.r Anno Dni 1729.

Tho. Alfield
Steward

The Form of Indorseing Livery and Seisin on the pr.eding Deed of Gift.

Memorand.m the day and year first within written Livery and Seisin of the Goods &c by the within written Deed, given granted and Confirmed, was delivered by the said — B: C: to the s.d P: C: by giving and delivery to the s.d P: C: One piece of Gold of &c. in the Name of the whole Goods and Premises given granted and Confirmed ~~to the s.d P: C by the s.d B: C:~~ in the presence of us.

Mis-Oriented Page(s)

do hereby promise and agree to make good such deffiriency so that thes^d. I: C: may be fully satisfyed and paid thes^d. Sum of 20^s. and Int^t. as aforesaid witness my hand the 16th. Augt. 1746

Witness.

W: S:

H: J.

Certificate from ye Parson &c. of a Person being ~~Notice that a person is a live to receive money out of the exchequer~~ alive

---

We the Minister & Churchwardens of the Parish of S^t. Peter in the City of Worc^r. DO hereby Certify that M. S. late of ye Parish of S^t. Martin in the s^d. City of Worc^r. Spinster (is now living within this said Parish of S^t. Peter dated the 28th day of Decr. 1748

D. B. } Minister

R. H. } Churchwarden

B. N.

A Summons to warn the view of Frank pledge wth. the Court Leet and Court of Survey and Recognition —

Manor de Battenhall cum Membris in Cond Wigorn

To the Constable of Saint Peters and also To the Bailiffe of the said Manor

These are to require you diligently to Summon and warn y^e. view of Frank pledge with a Court Leet and Court of Survey and Recognition to be holden for the Honble. S^r. Thomas Saunders Seabright Barr^t. Lord of the Manor aforesaid at the usual place on Monday the 15th. day of September Inst^t. by nine of the Clock in the Forenoon And that you give Notice and warning to all the Resiants within the said Manor and the Limitts thereof above the age of 16. Years and under the age of 60 ~~years~~ respectively that they be and Personally Appear at thes^d. Court Leet to do and perform their Suit & Service And that the Tenants of the said Manor do then and there pay their rents and Arrears, You are likewise to give Notice to all and every the Tenants owners and Occupiers of all and every the Messuages Cottages Lands Tenem^ts. and Hereditam^ts. within thes^d. Manor respectively to be and appear at the said Court and then

Mis-Oriented Page(s)

according to the Tenor and true meaning ~~and~~ ~~the~~ of the said in part recited Indre. he the said John Hicks doing and performing all & every the Covenants and agreements in the said recited Indenture contained on the Mastrs. part to be done and performed In Witness whereof the said Richard Farr and John Vernon have hereunto set their hands and Seales the 18th. day of Novr. in the Year of our Lord 1741.

Richard Farr ⊕

John Vernon ⊕

Sealed and delivered (being first duly stamp'd &c) in the presence of

S: A:

E: B:

Parish Indre. by whom Signed,

For a County where the pch places poor apprentices to ffarms &c.

By the Two Churchwardens { ⊕ ⊕

The Two Overseers { ⊕ ⊕

Allowed by Two Justices of the Peace.

R: C:

R: M: (806)

Memorandm.

I Fran: I: of the City of W: Mariner do hereby Acknowledge to have borrowed and received of and from Mr. John C: of ye Gent. ye Sum of 20 lb. which I promise to pay again to ye said Jno. C: or his Order with lawful Int. for the same upon the 16th. day of ffebruary next Ensueing And for the further and better Securing the repaymt. of the said Sum of 20 lb. & Int. as aforesd. I have this day pledged and left in his hands the Several pieces of Silver plate hereafter named viz. one Tankard, one Pint, one halfe pint, one Cup, 2 Salts, one Cream Saucepan and Six Spoons, weighing in the whole ffour pounds and seven ounces Averdupoize weight which said Silver plate I do hereby Consent and agree (on default of paymt. of the said Sum of 20 lb. and Int. on the day above mentioned) shall be sold and disposed of by the said John C: for ye best price that he can get for ye same & by and out of the moneys arising by such Sale in the ffirst place to retain and pay himselfe ye. Sd. Sum of 20 lb. & Int. And the overplus (if any) to return to me And I do hereby also agree that in Case ye. Money arising by the Sale thereof shall not amount to and be sufficient to pay and discharge the said Sum of 20 lb. so borrowed and the Int. thereof Then I

(805)

Mis-Oriented Page(s)

~~[illegible]~~ respectively had may more fully appear And Whereas the said J: F: at the request of the said John Stedman became bound as Surety with the s.d J: S: and John Nott unto Wm Stedman of Kidderminster Gentl. in one Recognizance or Bail peice bearing even date herewith in the Sum of 80 lb. with Condition that if the s.d J: S: should be Condemned in an Action of Debt for the said Sum of 80 lb. brought against him by the said Wm Stedman he sho.d pay the Condempnation money or render himself a Prisoner to the Fleet for the same And if he fail's so to do the said J: Farmer one of the Bail did undertake to do it for him — And Whereas the said Bond and Warrant of Attorney to Confess Judgment so entered into and Executed by the said John Stedman to the said John Farmer as aforesd. were so given in Order to Indempnifye the s.d J: Farmer his heirs Exts. Admrs ~~and assigner~~ from all Damages and Expences that he should Sustain by reason ~~[illegible]~~ of his entering into the said Recognizance or Bail piece as aforesaid Now these presents Witness that in Case the said John Stedman his heirs Exec.ts

(016)

Assignm.t of an Apprentice ~~time~~ (3)

Whereas by Ind.re bearing date the Nineteenth day of June in the year of our Lord 1739. Rich.d Farr did put himself Apprentice to John Vernon of the City of Worcester Glover to learn his Art and with him after the Manner of an Apprentice to Serve from the day of the date thereof for the Term of Seven Years As by the said Ind.re to which refferrence being had may (amongst other things) more fully appear Now know ~~[illegible]~~ all Men by these presents That the said Richard Farr by and with the Consent of his said Master the said John Vernon (Testified by his being a Party hereto and his Sealing and Executing hereof) doth hereby return himself Apprentice to John Hicks of the City of Worcester aforesaid Glover to Serve with him from the day of the date hereof for and during all the now rest ~~and~~ residue and remainder of the said Term of Seven Years yet to come and unexpired And the said Richard Farr doth hereby promise faithfully and honestly to serve his said Master the said John Hicks in all things according

(606)

Mis-Oriented Page(s)

The Charge as on the other side		80.0.0.
Received in Money.		66..11..1
Allowances		13..8..11
		80..0..0
The Neat Money recd by Mr. A:		66..11..1

Money pd. by Mr. A.

1745. 11th May	paid I: B: a Bill for thatching at the Oldhouse	0..3..4
22. June Do. W: B: a Bill for Carpty. work done at Do. ..		0..2..0
		0..5..4
due to I: C: ... To Ballance ...		66..5..9
		66..11..1

A Defeazance of a Bond and Warrt. of Attorney to Confess Judgment.

To all to whom these presents shall come John Farmer of the parish of Abberly in the County of Xr Gent: sendeth Greeting Whereas John Stedman of Abberley aforesd. Yeomn in and by one Bond or Obligation bearing even date herewith is held and firmly bound unto the said John Farmer in the penal Sum of 160lb. Conditioned for the paymt. of the Sum of 80lb. on the 12th. day of Novr. next Ensuing And Whereas the said John Stedman as a ffurther Security for ye. payment of the said Sum of 80lb. according to the Tenor of the sd. in part recited Bond or Obligation hath Executed a Warrant of Attorney ~~to Confess~~ bearing equal date herewith to Confess Judgment in his Majesties Court of Common pleas at Westmr. as next Trinity Term or any other Subsequent Term at the Suite of the said John Farmer agt. the sd. John Stedman in an Action of Debt for 160lb. besides Costs of Suite by Non Sum Informatus, nil dicit or otherwise as in and by the said Bond and Warrant of Attorney to Confess Judgment relation being thereunto

Mis-Oriented Page(s)

vide fo (15.) for the notice. pursuant to this warr.t

A Warrant to Distrain for Rent due on a Lease.

Know all Men by these presents that I. A. B. of &c Do hereby Authorise and Appoint E: F: of &c. to take any person or Persons to his assistance and enter into the House of C: D: in &c and there to make a Distress of all such Goods and Chattels, as are in and upon the Premises for 20.ℓ for Halfe a Y.rs Rent due to me thes.d A: B: at Michas last &c. And after the said Goods are distrained, if thes.d C: D. doth not within the time limitted in the Act* of Parliam.t for that Purpose made, replevy the same or pay the said rent, then and in such Case, I do hereby Authorise you thes.d E: F. to Cause thes.d Goods so ~~[illegible]~~ distrained, to be Appraised, and accord.g to such Appraisement to make Sale thereof to any person or Persons as will buy the same, and to dispose of the Money arising by the sale in such Manner as thes.d Act is directed. and for your so doing this shall be your suffit. warrant. Witness my hand and Seal & day of Septem.r &c.

* The Stat. of 2. W. & M. c. 5. To sell in 5 days.

(~~16~~) (16)

An Account made by Mr. W: A: to J: C: Esq.r from L: D.y 1743. to L: day 1744. For the old house.

	ℓ.	s.	d.
One Years rent due at Lady day 1744.	80	0	0
14.th Jan.ry 1744. Recd in Money . . .	40	0	0
22.d June 1745. Recd in Money . . .	26	11	1
	66	11	1

Allowances Craved by the Tenant.

Allowed a Years Land tax for Whitington &c	13	8	11
D.o &c			
	80	0	0

Turn over. (~~16~~) (~~07~~)

The Account of Mr. W: A: made to J: C: Esq: for the Estate of Charles C: Esq: dated ending at Candlemas 1736. and Lady day 1737.

Ballance of the last Account due from Mr. A:	467:3:8½	
Arrears of Rent ending at Lady day 1736.	290.4.3½	
By the Rent Roll ending at Lady day 1737	835.12.5½	
Total Charge.		1593.0.5½

Of which noted as follows.

(1) Of Sam: Barnett for Beedy . 70. 0. 4½
Of him for Northwick 21. 0. 0
Of him for Garmstons 46. 1. 9

And so mention the Boat Money used of every Tenant.

(2) And the Allowances craved by the Tenants.

3. The Money p: by Mr. A.

4. The Arrears. due at Lady day 1737.

(916)

Total charge 1593.0.5½

Discharge.

By Allowances	92.6.5¾	
Payments	1083.1.1¾	
Arrears	434.6.1	
		1609.13.8½
Ballance due to Mr. A:		16.13.3

30th Augt. 1738.

We agree to this Account (Errors Excepted) as Witness our Hands.

J: C
W: A:

(917)

Mis-Oriented Page(s)

Another Way of makeing up the Leigh Acco^ts:

The Acco^t. of S: S: for the Great Rents due to the Honble. Pryce Devereux Esqr. for y^e. year 1727 ending at Lady day 1728.

	Yearly R^ts.	Deduccons	Money rec^ved
Tenants Names and for what places they Rent.			
M^r. Edwd. Martin for the Hamx Bryercroft	£ s. d. 46. 0. 0.		
	425: 0. 0.	38. 17. 0	617. 11. 1.

(818)

The Account of S: S: of the Money he has laid out for the use of the Honble. Pryce Devereux for the whole Year 1727 and ending at Lady day 1728.

Paid M^r. Webb his Salary	10. 0. 0
Paid M^r. Norgrove his Salary	3. 16. 8
Paid L^d. Herefords Annuity to ye poor of Leigh	6. 0. 0
D^o. L^dy. Herefords Annuity 2 L^rs. paym^t.	210. 0. 0
D^o. &c. &c.	
Total of the Discharge	466. 7. 1

	£ s. d.
The Charge	617. 11. 1
The Disch^ge.	466. 7. 1
Rem^s. due to L^d. Heref^d.	151. 4. 0

(40)

Money.

Any Person may lawfully cut, break, or deface pieces of Silver Money, suspected to be Counterfeit, or diminish'd otherwise than by wearing; But if such pieces of Money, when Cut or defaced, appear to be good Coin, the Defacer thereof shall stand to the Loss, Stat. 9 & 10. W. 3.

So that there is a Precaution requisite in this Case; And a Man ought to be sure the Money is Counterfeit, before he Attempts to deface it.

	£	s	d
Total Charge	649	4	10
Money received	482	7	10
Allowances	136	10	2
Arrears	30	6	10
	649	4	10

£	s	d	
653	1	11	½
649	4	10	
003	17	01	½

(220)

Leigh Account.

	£	s	d
Rent Roll	587	10	10
For Wood and Bark	61	14	0
Charge.	649	4	10

	£	s	d
Money received	482	7	10
Allowances Craved by the Ten^ts	136	10	2
Money paid by M^r. A:	486	4	11 ½
Arrears	30	6	10
Total Charge.	649	4	10

Discharge.

By Allowances	136	10	2
Payments	486	4	11 ½
Arrears	30	6	10
	653	1	11 ½
Ballance due to M^r. Andrews	3	17	1 ½

(616)

Mis-Oriented Page(s)

Money.

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So that there is a Precaution requisite in this Case; and a Man ought to be sure the Money is Counterfeit, before he Attempts to deface it.

	£ s d
Total Charge	649. 4. 10
Money received	482. 7. 10
Allowances	136. 10. 2
Arrears	30. 6. 10
	649. 4. 10

	£ s d
	653. 1. 11 1/2
	649. 4. 10
	003. 17. 01 1/2

Leigh Amount.

	£ s d
Rent Roll	587. 10. 10.
For Wood and Bark	61. 14. 0
Charge.	649. 4. 10

	£ s d
Money received	482. 7. 10
Allowances Graved by the Ten.ts	136. 10. 2
Money paid by Mr. A.	486. 4. 11 1/2
Arrears	30. 6. 10
Total Charge.	649. 4. 10

Discharge.

By Allowances	136. 10. 2
Payments	486. 4. 11 1/2
Arrears	30. 6. 10
	653. 1. 11 1/2
Ballance due to Mr. Andrews	3. 17. 1 1/2

Mortgages.

The Int.t in Law in Lands mortgaged, is in the Mortgagee before Forfeiture; for he hath purchased the Lands, as it were, upon valuable Consideration, as the Law will intend; and though the Mortgagor may redeem yet it is not Certainly known whether he will or no; And if he do not, the Estate is absolute in the Mortgagee. Mich, 23 Car. B.R.

By Payment of the Int.t of the Mortgage-Money, Mortgages are reduced and continued; and till failure is made in Payment of the Money, the Mortgagor holds the Lands. The Heir or Exec.rs coming within the time limited, may pay the Money and save the forfeiture: But if no Time be limited, and the Mortgagor doth not pay it during his Life, his Heirs &c. shall not be received to pay the Money. Co. Lit. 206.

Executors shall have Money due on Mortgages, where a Mortgagee in Fee dies before the day of Payment, unless the Heir be particularly named in

in the Proviso: And where the Heir is named, if the day be past, it is as much as if no Person had been expressed; and then the Law appoints it to the Executor. 1 Inst. 210. Salk. 450.

Persons Mortgaging Lands a Second Time, without discovering the first Mortgage, forfeit their Equity of Redemption; and the Second Mortgagee, &c. has Power to redeem. Stat. 4 & 5 W. & M.

Pawns, Pledges

When Goods are pawned, the party that pledges the Goods hath such a gendral *property* in them, that if they are casually lost, he must bear the Loss; they cannot be forfeited by the Person that hath them in Pawn, for any Offence of his, nor be taken in Execution for his Debt; neither may they otherwise be put in Execution, till the Debt for wch they are pawned, is satisfied. Lit. Rep. 332. Owen 124.

If a Man have Jewels in pawn for a Certain Sum of Money, and he that putteth them in Pawn is attainted; the King shall not have the Jewells, unless he pay the Money. Plowd. 487.

Where Goods are Pawned for money, without a day being sett for their Redemption, they are Redeemable at any time during the Life of the Borrower; but where the day is limitted, it must be Strictly observed.

A Pledge may be redeemed after the Death of him to whom the Goods are pledged, no time being appointed for it; but not after the

Death of him who pledged the Goods. 2 Cro. 245.

In Common Cases Brokers gowerally stay but a year for their Money, at the end of which they sell the Goods, if not redeemed.

He that takes a Pledge may Assigne it over to another; if he dies before it is redeemed, his Exors shall have it, upon the like Terms as he had it. And if Perishable Goods lie in pawn 'till Spoil'd, the party that pledg'd them shall bear the Damage; and he to whom pledg'd, may have Action of Debt for his Money. Co. Lit. 89. &c.

But this last is where the Goods pledg'd are Spoil'd, without any Default in him that hath the Keeping them.

Wrongful Sales of Goods Stolen, &c. by Brokers, in London, doth not alter the property: And Brokers not discovering such Goods to the Owner, to forfeit double Value. Stat. 1. Jac. 1. c. 21.

A Conveyance to use.

This Indre made the 1st. day of Sept. 1[illegible]. Between A.B. of &c. in the County of &c. Gent. of ~~&c. in the County of &c.~~ the one part, and C: D: of &c. in the County of &c. Gent. of the other part, Witnesseth that the s.d A: B: in Consn of the Sum of 1000. to him paid by the said C: D: Hath granted bargained and Sold aliened and Confirmed unto the said C: D: and his Heirs All that Messuage or Tenement Scituate &c. in the County of &c. now in the Possession of &c. and all Houses, Buildings, Gardens, Orchards, Lands, Woods, Ways, Waters, Easements and Advantages whatsoever to the said Messuage or Tenement, now or at any time heretofore belonging or appertaining: And also all the Estate, Right, Title, Interest, Claim & demand whatsoever of him the said A: B: of, in, and to the same: as well at Law as in Equity. To have and To hold the said Messuage or Tenement, and premises, with the Appurtenances unto the s.d C: D: his Heirs and Assignes for ever And y.e s.d A: B: and his Heirs, the said Messuage ~~of~~ or Tenem.t and premises above mentioned, with the Appurtenances, to y.e said C: D: his Heirs and Assignes, against him the said A, B: and his Heirs and all other Persons shall and will Warrant and for ever defend by these presents In Witness whereof the parties above named have hereunto X

X first Sett. Reads and Seals &c.

N.B. This Deed is Shorter than Bargain and Sale.

Memorand.m It is agreed by and between A.B. of &c. and C: D: of &c. as follows, viz.

The s.d A: B: in Consn of the Rent hereinafter mentioned & agreed to be paid to him hath Letten to the said C: D: One Room, up Two pair of Stairs &c. part of the new dwelling-house of the s.d A: B: Scituate &c. together with the Furniture at present standing therein, that is to say, one Table &c. To Hold to the s.d C: D: for the Term of 3 years to commence from &c. at y.e Yearly rent of &c. to be paid quarterly, to wit at &c.

The said C: D: in Consideration of the aforesd premises doth hereby agree to pay to the s.d A: B: the aforesaid Yearly rent of &c. at the times above limited for paym.t thereof; and at the end of the term, or in case of any default in payment shall and will on request of the said C: D: or his Assignes, immediately yield and deliver up to him or them, the peaceable & quiet possession of the said room, together with the whole Furniture, &c. from the first entrance thereon, there found and possessed, in good and sufficient plight, and Condition reasonable wear and usage thereof only Excepted In Witness &c.

Fine Sur Concessit.

This is the Final Agreem^t. made in the Court of our Sovereign Lord the King at Westm. On the Morrow of the Holy Trinity in the Twenty first Year of the reign of Geo: y^e. 2^d. by ye Grace of God of G^t. B^n. France & Ireland King Defend^r. of the Faith &c before Jno. Willes Thos. Abney Thos. Burnett & Thomas Birch Justices of our Lord the King & others then & there present Between Saml. Parkes p^tt. and Thos. Taylor Gent. and Sarah his Wife Deforct^s. of One Messe One Stable and One Curtilage wth. the Appurts in the Parish of S^t. Nicholas whereupon a Plea of Covent. was Summoned between them in the same Court that is to say that the aforesaid Thomas and Sarah have granted to ye aforesaid Saml. the aforesd. Tenem^ts. with the Appurtenances To have and To hold to ye s^d. Saml. from ye Feast of S^t. John ye Baptist next Ensueing unto the full end of the Term of Ninety nine Years from thence next Ensueing & fully to be Compleat & ended if the said Thos. & Sarah or either of them shall so long live Yielding therefore yearly to ye s^d. Thos. & Sarah One pepper Corn at ye Feast of S^t. Michael ye Archangel during ye Term aforesaid (if demanded) if ye s^d. Thos. & Sarah or either of them shall so long live And ye s^d. Thos. & S. & the heirs of ye s^d. Thos. Warr^t. to ye aforesd. Saml. the aforesd. Tenem^ts. wth. ye Appurts as aforesd. ag^t. them ye s^d. Thos. & S. & ye heirs of ye s^d. Thos. during the Term aforesd. if the said Thos. & Sarah or either of them shall so long live And for this Grant Warranty Fine and Agreem^t. ye s^d. Saml. hath given to ye aforesd. Thos. & S. 100. Sterling.

A Release and Surrender.

To all to whom these presents shall come Wee M: Cliffe and Grace C: of &c in the parish of &c. in the County of Worc^r. Spinsters send Greeting. Know ye that wee the said Mary C. & G: C. as well for & in Cons^n. of the Sum of 10^s: a piece of lawfull money of Great Britain to us well & truely in hand paid by A: C: the elder of Y: aforesd. Esqr. the Rec^t. whereof we do hereby Acknowledge & thereof do discharge the s^d. A: C. his heirs Ex^rs & Adm^rs. As also for divers other good Causes & Considerations wee the s^d. M: C: & G: C. thereunto especially moving Have Remised Released quitt Claimed and Surrendred and by these Presents do & either of us doth Remise Release & for ever quitt claim and Surrender unto ye s^d. A: C: (in his Actual and peaceable possession now being and to his heirs & Assignes) All the Esate Right Title Interest Term of Years Claime and demand w^t. soever both at Law and in Equity of us the s^d. M: C. & G: C. & either of us of in to or out of All that One Messe or Tenem^t. &c. which wee the said M: C. & G: C. or either of us ever had have or hereafter may Challenge p^r tend or Claime to have of in to or out of the said premises or any part thereof by virtue of any Demise Lease Grant or

Mortgage heretofore made by the said Allan C: to us the said M: C: & G: C: or either of us or otherwise howsoever So that neither we the s.d M: C: & G: C: nor either of us nor any other Person or Persons for us any right Title or Int.t in the p.mises or any part thereof shall & may from henceforth Claim Challenge or demand But from all right Title or Int.t therein shall be for ever excluded and debarred by these presents And y.e s.d Mary C: & G: C: for themselves & either of them their & either of their Heirs Ex.rs Adm.rs & Ass.rs do & for every of them do jointly and severally Cov.t promise & Agree to and with the said A: C: his Heirs & Ass.rs & to & w.th every of them by these presents That he the s.d A: C: his Heirs & Ass.rs shall & may from time to time & at all times for ever hereafter peaceably & quietly have hold and enjoy the s.d premises with the Appurts w.th out the Let Suite trouble Interruption or Disturbance of them y.e s.d M: C: & G: C: their Ex.rs Adm.rs or Ass.rs or of any other Person or Persons whatsoever lawfully claiming or to claim by from or und.r y.e s.d or any or either of them. In Witness &c.

Worc.r ss. to wit. } To the Churchwardens & Overseers of the poor of the Parish of Stowton in the County of Worc.r

Whereas John Bayly of the parish of Eckington in the County of Worc.r Carpenter for his better Livelyhood & maintenance is removed with his wife & family from the s.d Pish of Eckington to the s.d parish of Stowton Wee whose names are hereunto Subscribed being Churchwardens and Overseers of the poor of the s.d parish of Eckington Do hereby own & Acknowledge the s.d John Bayly his wife and family to be legally settled Inhabitants in our s.d parish of Eckington And that in case the s.d John Bayly his wife and family shall happen to become Chargeable to or be forced to ask relief of the said parish of Stowton That then wee will receive & provide for the s.d John Bayly his wife and family when thereunto required by the s.d parish of Stowton In Witness whereof wee have hereunto

Turn over.

put our hands and Seales this first day of May Anno Dni 1731.

Sealed and delivered in the presence of
I: C.
T. P.

I: George } Churchwardry ⊕
John Jennings } . . . . ⊕

Jno: Cook. } Overseers of the Poor ⊕
Wm: Bannen } ⊕

Wee Two of his Matyes Justices of the Peace for the Sd County of Worcr do allow this Certificate . .

Richd: Nash
Richd: Cooksey

of thes? premises, or his Bailiffe, All such Sum or Sums of Money as are or shall be due for Rent of thes? premises at the time of the taking such Goods or Chattles by virtue of such Execution,

Not to Exceed one Years Rent } Provided thesaid Arrears of Rent do not amount to more than one Years Rent, and in Case thes? Arrears shall Exceed One Years Rent, then thes? Party, at whose suit such Execution is sued out, paying thes? Landlord or his Bailiffe one Years Rent, may proceed to Execute his Judgmt, as he might have done before the makeing of this Act: And the Sherriffe or other Officer is hereby Impowered and required to levy and pay to the Plaintiff, as well the Money so paid for Rent, as the Execution-Money.

And that in Case any Lessee for life or lives, Term of Years, at Will or otherwise, of any Messuages, Lands or Tenements upon the Demise whereof any Rents are or shall be reserved or made payable, shall:

Vide Act.

of the s.d Premises, or his Bailiffe, all such Sum or Sums of Money as are or shall be due for Rent of the s.d Premises at the time of the taking such Goods or Chattles by virtue of such Execution,

Not to Exceed one Year's Rent.

Provided the said Arrears of Rent do not amount to more than one Years Rent, and in Case the s.d Arrears shall Exceed One Years Rent, then the s.d Party, at whose suit such Execution is sued out, paying the s.d Landlord or his Bailiffe one Years Rent, may proceed to Execute his Judgm.t, as he might have done before the making of this Act: And the Sherriffe or other Officer is hereby Impowered and required to levy and pay to the Plaintiff, as well the Money so paid for Rent, as the Execution-Money.

And that in Case any Lessee for life or lives, Term of Years, at Will or otherwise, of any Messuages, Lands or Tenements upon the Demise whereof any Rents are or shall be reserved or made payable, shall

Vide Act.

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J. P.

J: George } Churchwardry
John Daniel } ....

Jn: Cork } Overseers of Ye Par
Wm Bamer }

Wee Two of his Maty's Justices of the Peace for the s.d County of Wor.d do allow this Certificate ..

Rich.d Nash
Rich.d Cooksey

But he may employ them, or let them lie, and have the benefit of the former Law.

Corn, &c. So the party distraining Corn and Hay, and keeping it upon the Place under pretence of rent, is liable as formerly to an Action and Damages, if he cannot Justifie that Rent was then due; and if he can, he may detain them there, till replevied, or Sold, by virtue of this Act,

Tender of rent &c. And yet it seems that after Appraisem.t of the Corn or Hay, and Tender of the Money, and reasonable Charges by some persons willing to buy the same; he may not detain the Corn or Hay longer in the Barn, Granary House &c. for this would be great Prejudice to the Owner, if the party distraining may sell them, after Appraisem.t when and to whom he will. Sed quær.

Removal when. The Words are, "Be not removed to the Damage of the Owner thereof. This might have been enough, if the party distraining had right, he is bound to take Care of Damage.

But it seems the Corn and Hay must not be removed; for the following words are,

But be kept there (as impounded) until the same shall be replevied or sold within the time aforesaid; that is, after the Appraisement. And it is the party distraining that shall and may cause them to be appraised, after five days Notice: But quære, when or how soon after? see the following Act.

By an Act made Anno octavo Annæ Reginæ. for the better Security of Rents, and to prevent Frauds committed by Tenants,

Rent to be paid before Goods shall be taken in Execution. It is Enacted, That from and after the 1.st day of May 1710. No Goods or Chattels w.t soever lying or being in or upon any Messuage, Lands or Tenements, which are or shall be Leased for Life or Lives, Term of Years at Will or otherwise, shall be liable to be taken by virtue of any Execution or any pretence whatsoever, unless the party at whose Suite the said Execution is sued out, shall before the removal of such Goods from off the said Premises, by virtue of such Execution or Extent, pay to the Landlord

But he may replevy them, or let them lie, and have the benefit of the former Law.

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Removal when. The Words are, "Be not removed to the Damage of the Owner thereof. This might have been enough, if the Party distraining had right, he is bound to take Care of Damage.

But it seems the Corn and Hay must not be removed; for the following words are,

But be kept there (as impounded) until the same shall be replevied or sold within the time aforesaid; that is, after the Appraisement. And it is the party distraining that shall and may cause them to be appraised, after five days Notice: But quære, when or how soon after? see the following Act.

By an Act made Anno octavo Annæ Reginæ. for the better Security of Rents, and to prevent Frauds comitted by Tenants,

Rent to be paid before Goods shall be taken in Execution It is Enacted, That from and after the 1.st day of May, 1710. No Goods or Chattels w.soever lying or being in or upon any Messuage, Lands or Tenements, which are or shall be Leased for Life or Lives, Term of Years at Will or otherwise, shall be liable to be taken by virtue of any Execution on any pretence whatsoever, unless the party at whose Suite the said Execution is sued out, shall before the removal of such Goods from off the said Premisses, by virtue of such Execution or Extent, pay to the Landlord

Mis-Oriented Page(s)

same shall be replevied upon such Security to be given as aforesaid; and in Default of Replevying the same as aforesaid, within the time aforesaid, to sell the same after such Appraisem.t thereof to be made, so as Nevertheless such Corn, Grain, or Hay so distrained, as aforesaid, be not removed by the Person or Persons distreining, to the damage of the Owner thereof, out of the place where the same shall be found & seized, but be kept there (as impounded) until the same shall be replevied or sold, in default of replevying the same within the Time aforesaid.

Not to be removed till replevied or sold.

In Case of Pound Breach or Rescous.

And be it Further enacted by the Authority aforesaid, That upon Pound-Breach or Rescous of Goods or Chattels distreined for Rent, the Person or Persons grieved thereby shall, in a Special Action upon the Case, for the Wrong thereby sustained, Recover his and their treble Damages and Costs of Suit against the Offender or Offenders in any such Rescous or Pound-Breach, any or either of them, or against the Owners of the Goods distreined, in Case the same be afterwards found to have come to his use or Possession.

The party shall recov.n treble dam.ges and Costs.

Provided always, and be it further Enacted, That in Case any such Distress and sale, as aforesaid, shall be made by Vertue or Colour of this present Act for Rent, pretended to be Arrear and due, where in Truth no Rent is Arrear or due to the Person or Persons distreining, or to him or them in whose Name or Names, or Right, such distress shall be taken as afores.d, that then the Owner of such Goods and Chattles distreined and sold as afores.d, his Exec.ts or Adm.ts shall and may by Action of Trespass, or upon the Case, to be brought against the Person or Persons so distraining, any or either of them, his or their Exec.ts or Adm.ts, recover double the Value of the Goods or Chattels so distreined and sold, together with full Costs of Suit.

If Goods be distreined and sold where no Rent is due,

The owner shall recov.r double value and full Costs.

Observations.

Upon this Act some have made these Observations, (viz.) by the latter Clause of this Act it seems, That if Goods be distreined upon Pretence for Rent, where none is due, yet no Action lies by this Act, unless they were also sold as well as distrained; so that the Party must not in this Case replevy his Goods if he intend to take the Benefit of this Act.

Mis-Oriented Page(s)

charged with the Rent distrained for, replevy the same; with sufficient Security to be given to the Sheriffe, according to the Law; That when in such Case after such distress and Notice as aforesaid, and Expiration of the said five days, the Person distraining shall and may with the Sheriffe or Undersheriffe of the County, or with the Constable of the Hundred, Parish, or Place where such distress shall be taken (who are hereby required to be aiding and assisting therein) cause the Goods and Chattels so distrained to be appraised by two Sworn Appraisers, (whom such Sheriff, Undersheriff or Constable, are hereby impowered to Swear) to Appraise the same truly, According to the best of their Understandings; And after such Appraisement, shall and may lawfully sell the Goods and Chattels so distrained, for the best price that can be gotten for the same, towards Satisfaction of the Rent, for which the said Goods and Chattels shall be distrained, and of the Charges of such Distress, Appraisement and Sale, leaving the Overplus (if any) in the hands of the said Sheriff, Undersheriff, or Constable for the Owners Use.

How they may be Appraised.

By two Sworn Appraisers.

Concerning the Overplus.

As to Corn and Hay.

And Whereas no Sheaves or Corks of Corn loose, or in the Straw, or Hay in any Barn or Granary, or on any Stoode Stack or Rick, can by the Law be distrained, or otherwise secured for Rent, whereby Landlords are oftentimes Cozened and defrauded by their Tenants, who sell their Corn, Grain and Hay to Strangers, and remove the same from the premises chargeable with such Rent, and thereby avoid the Payment of the same.

a Remedy.

Be it further Enacted by the Authority aforesaid, That for remedying the said Practice and Deceit, it shall and may from and after the said first day of June, be lawful to and for any Person or Persons having Rent Arrear, and due upon any such Demise, Lease or Contract, as aforesaid, to Seize and Secure any Sheaves or Corks of Corn, or Corn loose, or in the Straw, or Hay, lying or being in any Barn or Granary, or upon any Stoode, Stack or Rick, or otherwise upon any part of the Land or Ground charged with such Rent, and to Lock up or detaine the same in the Place where the same shall be found, for and in the Nature of a Distress until the same

How Corn and Hay may be Seized and Secured where found.

As distresses till replevyed.

Mis-Oriented Page(s)

and Hereditaments or any of them or otherwise howsoever And on receipt thereof or of any part thereof good and sufficient Acquittances and discharges for me and in my Name or otherwise to give and Signe And on Non payment thereof or of any part thereof any distresses to make for me & in my name for the same And such Distress and Distresses to lead drive impound Cut, reap, pull, dig up, Gather appraise sell and dispose of according to Law, And further for me & in my name to Act and do all such further things as shall be necessary or Expedient for the getting in recovering & receiving the said Rents and Sums of Money or any part or parts thereof hereby Ratifying and Confirming all & whatsoever my said Attorney shall legally do or Cause to be done in and touching the premisses In Witness whereof I have hereunto set my hand and Seale &c.

(240)

An Act made in the Second year of the Reign of King Wm & Queen Mary, for enabling the Sale of Goods distrained for Rent.

Desert of former Laws

Whereas the most Ordinary and ready way for Recovery of Arrears of Rent is by distress; yet such distresses not being to be sold, but only detained as Pledges for inforcing the Payment of such Rent, the Persons distraining have little Benefit thereby.

Remedy.

For the Remedying thereof be it Enacted and Ordained by the King and Queens most Excellent Majesties, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons in this present Parliament Assembled, and by and with the Authority of the same;

Goods and Chattels distr for Rent.

That from and after the first day of June in the Year of our Lord 171 , That where any Goods or Chattels shall be distrained for any rent reserved and due upon any Demise, Lease or Contract whatsoever; and the Tenant or Owner of the Goods so distrained, shall not within five days next after such distress taken, and Notice thereof (with the Cause of such taking) left at the chief Mansion House, or other most Notorious Place on the Premises, charged

If not replevied within five days after Notice.

(239)

Mis-Oriented Page(s)

B: E: their heirs Exec.ts & Admrs shall and will — by Mortgage or otherwise raise and pay the Sum of £500. unto my s.d dear Wife Ann P: her Ex.ts Adm.ts and Assignes And after the same shall be raised and paid as afors.d Upon Trust that the residue & Remaind.r of thes.d Estates shall be equally divided amongst my three Children Ann y Wife of P: C: Merch.t Mary and Joseph P: Item I give to my Son V. P: One Broad peice of Gold to the value of 25.s Item All the rest & residue of my Goods Chattles & Personal Estate — after my debts Legacy's & Funeral Expenses are paid and Satisfyed I give and bequeath to my dear Wife And I do hereby Constitute and appoint the s.d B: P: & B: E: Exec.ts of this my Will hereby — revokeing all Former Wills by me at any time — heretofore made declareing this to be my last Will — and Testament In Witness &c

A Letter of Attorney to receive — Rents and on Non Paym.t to distrain

Know all Men by these presents That — I E: S: of the Parish of —— Widow Have made Ordained Constituted and Appointed & by these presents DO make Ordaine — Constitute and Appoint Wm Swift of the City of London Gentleman to be my true and — Lawfull Attorney for me and in my Name and for my use to Ask demand and receive of and from I: Burt & Jn.o Lett, and of and from all and every other Person and Persons my Tenants and Occupyers of all and every or any of my Messuages — Lands Tenements and Hereditaments Scituate at or near Battersea in the County of Surrey or elsewhere in the same County and of & from all others whom it may concern all and every Rent and Rents and Arrears of Rent Sum and Sums of money w.t soever now due & oweing to me for or in respect of the said Messuages Lands Tenements

Mis-Oriented Page(s)

A Will. devising Leasehold Premes &c. to Trustees &c. who are also appointed &c.

In the Name of God Amen, I Joseph Phillips of &c being in health of Body and of Sound perfect and disposing Mind and Memory &c. Do make and Ordaine this my Last Will and Testam.t in Manner following (that is to say) Imprimis I Give and devise unto B: purshull of &c and B: E: of &c. Gentl. All those my Closes of Land with the Appurts Scituate lying and being in &c. which were purchased of R: W: Gent. And all the Great Tythes of thes.d Parish of D: which I hold by Lease under the Provost and ffellows of Eaton And also all those Two Messuages or Tenem.ts with the Appurts scituate in the fforegate street in the said City of W: the one called or known by the name of and now in the Tenure or Occupation of R: H: and the other in the tenure or Occupation of D: B: and also all that peice or parcell of Ground in the Parish of St. N: in thes.d City wch. I purchased of W: S: and also All those 4 Messes &c And Two other Messes in Doldey And all that Messe or Tenement with the Lands & Appurts thereto belong.g Scituate in the parishes of Salwarpe and Claines in &c.

To have and To hold the said Messes or Tenem.ts Lands & Premisses with their and every of their Appurts unto the said Benj.a pursh.l and Bensalem E: their heirs Exec.ts Adm.ts and Ass.s for all such Estate Term and Int.t which I have therein respectively Upon Trust that they thes.d B: P: & B: E: their heirs Exec.ts & Admors shall and will permitt and Suffer my Dear Wife Ann Philips to receive and take the Rents Issues and Profitts of thes.d Premes for and dureing the Term of 30 years if she shall so long happen to live and the Terms by which thes.d Premes are held shall so long Continue and after the Expiracon or other determination of thes.d Term of 30 years I Give and devise my said Messe or Tenem.t Lands & Premes in the Parishes of Salwarpe & Claines And all my Estate and Int.t therein unto my s.d Dear Wife Ann P: to be by her disposed off at her ffree Will and Pleasure And as for and Concerning all other the Messes Lands Tenem.ts & Premes hereinbefore mentioned with the Appurts Upon ffurther Trust that they the said B: P &

Mis-Oriented Page(s)

to my said Younger Sons J: B: & F: B: All my Leasehold Estate of and in all those Messuages or Tenements with the Appurtenances, scituate &c. equally to be divided between ym: And Lastly as to all the rest, residue and Remainder of my Personal Estate, Goods and Chattels of what Kind or Nature so ever I give and bequeath the same to my sd beloved Wife J: B: whom I hereby appoint Sole Executrix of this my Last Will and Testamt.; hereby revoking all former Wills by me made In Witness &c.

Signed Sealed published and declared by &c - - - } C: T: [illegible]

T: W: A: B
J: K.

Acts of Parliamt. relating to ye. Cutting of Spring Wood.

The 1st. & 6th. George the 1st.

A Codicil to be annexed to a Will.

I: A: B of &c. Do this — Day of — make and Publish this Codicil to my last Will and Testament in manner following, (that is to say) I give to my Niece M: S: One Gold Watch, One Large Diamond Ring, and One large Silver Tankard. And Whereas in and by my last Will and Testamt. I have given & bequeathed to my Daughter in Law. J: S. the Sum of — I Do hereby Order and declare yt. my Will is that only the Sum of — be paid unto her in full of the said Legacy I have, as aforesaid, given and bequeathed unto her; and that the remaining part of the said Legacy be given and paid to my Nephew E: N: And Lastly it is my Desire that this my Present Codicil be Annexed to and made a part of my last Will and Testament, to all Intents and Purposes In Witness whereof I have hereunto set my hand and Seal this — day of — &c.

Signed Sealed published and declared by the above named A: B. as a Codicil to be Annexed to his last Will and Testament, in the presence of us. } A: B [illegible]

J: K: S: T: M: M.

Mis-Oriented Page(s)

Decr. 24th 1737.

Borrowed and received of the within named B: W: the Further Sum of 100 ℔, for Securing the Paymt. whereof with Intt. after the rate within mentioned, I do hereby Charge the within mentioned Manors and Lands and Do agree that the same shall not be redeemable till the Paymt. of the said Sum of 100 ℔. and Interest As Witness my hand.

Witness. W. G: W: B:

Ld. Parkers Cases & Resolutions &c in the Court of Kings Bench Publ. 1742. 4th Edition.

The Parish of St. Bride and St. Saviour.

Case. 118. I. S. was bound an Apprentice to A: B. of St. Brides who was a Lodger and had no Settlemt. there. Per Curiam: The Apprentice is well Settled there; notwithstanding the Master is not; nor does his Settlemt. depend upon his Master, as that of a Wife on her Husband; but he gains a Settlemt. for himselfe within 13th. & 14th. Car. 2. by forty Days Inhabitation.

(846)

The Form of A Will with the Devise of a Real Estate, Leasehold, &c.

In the Name of God Amen J: C: T: of &c being in health of body &c.

Impris I Give and bequeath unto my beloved Wife I: B: the Sum of ..... I do also Give and bequeath to my Eldest Son G: B: the Sum of ——; I also Give and bequeath unto my Two Younger Sons I: B: and F: B: the Sum of —— a piece; I also give and bequeath to my Daughter in Law S: H: the Wife of I: H: the Sum of —— which said Several Legacies or Sums of Money I will and Order shall be paid to the said respective Legatees within Six Months after my Decease Item I Further give and devise to my said Eldest Son G: B: his heirs and Assignes All that my Messe or Tenemt. scituate lying and being in —— which I lately purchased of M: A: of —— together with all other my Freehold Estate whatsoever, To hold to him thesd. G: B: his heirs and Ass. for ever Item I hereby Give and bequeath

(846)

Mis-Oriented Page(s)

A Bond for 1000. &c.

Know all Men by these presents that I: W: B: of the Six Clerks Office in Chancery Lane &c. am held &c.

The Condition of this Obligation [the Common Condition in a Bond. and then say thus Viz.t And for the better Securing the payment of the s.d Sum of 500.ℓ and Int.t for the same at the time and in Manner hereinbefore mentioned and appointed in that behalfe the said W: B: hath demised and granted bargained and sold and by these presents Doth demise and grant bargain and sell unto y.e s.d Doct.r B: W. his Executors Adm.rs and Assignes All and every the Manors Messes Farms Lands Tenem.ts or Hereditaments whereof or wherein the said W: B: or any Person or Persons In Trust for him now have or hath any Estate of Freehold or Inheritance in Possession Reversion Rem.r or Expectancy scituate lying and being at &c. or

(050)

any of them in the County of &c. or elsewhere in the said County of &c. To hold the same premises unto the s.d Dr. B: W: his Exec.rs Adm.rs and Ass.s from henceforth for and during and untill the full end and Term of 500.d Years now next ensueing and fully to be Compleat and ended w.th out Impeachment of Waste And Further the s.d W: B: for himself and his heirs doth Covenant and agree to and w.th the s.d Dr. B: W: his Exec.rs Adm.rs and Ass.s That in Case default shall be made by the s.d W: B: his heirs Exec.rs or Adm.rs or any of them in paym.t of the said Sum of 500.ℓ & Int.t at the times and in Manner hereinbefore mentioned That then and in such Case he the said W: B: shall and will at the reasonable request and desire of the s.d Dr. B: W: his Exec.rs Adm.rs or Assignes make and Execute such Further and other Assureance or Assureances in the Law to the s.d Dr. B: W: his Executors Adm.rs or Ass.s as shall be necessary for the better Conveying or Assigning the said Premises hereinbefore mentioned for the rem.r or residue of the said Term of 500.d years.

Sealed &c.

Wal: Gibbons. (646) W: B: ⊕

Mis-Oriented Page(s)

But per Choke, Executors cannot have an Action upon an Nuncupative Testam.t, except it be after put in writing; and therefore the use is to prove it by Witnesses before the Ordinary, and then to write it. 10 E. 4.

Nuncupative Wills are more Antient than Wills in writing, because they were in use before Letters were known; and they are now of as great force and efficacy to dispose of the Personal Estate of the Testator, as Wills in writing in the Testators life time having the Court seal affixed to them.

b This was before the Statute of Frauds, but the Law is now altered.

Tho many Legacyes are devised by a Will in writing, and no Exec.r appointed, yet this will not amount to a Will in writing; because the appointing an Exec.r, which is an Essential part of a Will, is Wanting; Howsoever it will be a good Nuncupative Will. Godolph. 13.

Mich.as Term 1721. In an Ejectm.t brought by the Duke of Somersett ag.t Sr. Edw.d Deathy for a Forfeiture of his Copyhold upon a Tryal at Barr.

Forfeiture. Sr. Edward had a Walk of Trees near his house one Row stood upon his Free Land the other upon the Copyhold. One or Two trees upon the Copyhold were blow'd down, to save those trees he topp'd them and then rais'd them up, that to make both rows uniform he topp'd the rest, this was adjudged a Forfeiture by all the Judges.

Sr. Edward cutt down a Quick sett Hedge, and in the place thereof built a Wall of Stone or Brick, this the Judges said was a Forfeiture.

Sr. Edward had granted a Lease for a Term of Years of one Close part of the Copyhold, this the Judges said was a Forfeiture.

The Jury as to the Two first, the topping the Trees and Cutting up the Hedge, did not appear to them to be done with any Intent of Wilfull damage for the Building a Wall about a Garden was a better Fence than a Hedge, and that Sr. Edw.d topp'd his own Trees on his Free Land as well as on the Copyhold Therefore did not find Forfeiture upon those Two points, but for the granting the Term of the one Close, they found for the Pl.ff as to that Close Leased out.

Mis-Oriented Page(s)

Swinburne
Part 1. fo. 51. & 52.

Nuncupative Testam.t

A Nuncupative Testam.t (1) is when the Testator without any writing doth declare his Will before a Sufficient Number of Witnesses and it is called Nuncupative (2) a nuncupando, i, e, nominando, of naming, because when a Man maketh a Nuncupative Testam.t he must name his Exec.rs and declare his whole Mind before Witnesses And a Nuncupative Testam.t is of as great fforce and Efficacy (Except for Lands ~~and~~ Tenem.ts and Hereditam.ts) as is a Written Testam.t, This kind of Testament is commonly made when the Testator is very Sick and Weak, and past all hope of Recovery.

Debt bro.t by Exec.rs, the Defend.t demanded Oyer of the Testam.t and had it, which was thus; Memorand.m That W. S. of London made his Nuncupative Will in this Manner Viz.t he app.ted T. W. and R. C. his Ex.rs & that was under the Seal of the Ordinary; ~~[illegible]~~ per totam Curiam, it is sufficient to Enable them to maintain an Action, notwithstand.g it was but und.r the Seal of the Ordinary, and not of the party 4 H. 6. fo. 1. 5 H. 5. 1. Brook Tit. Testam.t H. 8. 3. 14 H. 6. 5.

Mis-Oriented Page(s)

Whereas my Mother in Law Mrs Eliz: B. Wid.o hath by Deed poll bearing equal date herewith & in Consideration of the Sum of 50li a year to be paid her yearly by me and my Wife during her natural life Hath released and quit claimed all her Estate and Interest in Sev.l Messuages or Tenem.ts Situate in ff: Street in the City of W: Therefore Know ye that I Tim: L: of the City of Worc.r Grocer Do hereby for me my heirs Exec.rs and Admors in pursuance of the above mentioned Deed poll promise to pay to the said Elizabeth B: her Exec.r Adm.rs or Ass.s during her natural life the yearly Sum of 50li of Lawful money of Great Britain at two days or times of Payments in the Year that is to say the 1st day of Aug.t & the 2d day of ffeb.y by equal portions the first payment thereof to begin and be made upon the 1st day of Aug.t next Ensuing and that without any Abatem.t or deduction whatsoever In Witness whereof I the said T: L: have &c.

Legates as to Estate tail Genl

Swinburne on Wills Page. 131.

A: deviseth Lands to B: and the heirs Males of his Body, and if he dieth without heirs of his Body, the Rem.r to C: and his heirs: Adjudged that B. had but Estate Tail Generall, but to the heirs Males of his Body. E... E. P. 485.

Philip & Mar. Rot: 922

C. B. Tuck versus Freuthman. Moors Rep. fo. 13. n. 50. fo. 124. n. 269. Dyer fo: 171. 115. B.C: 1 and 8. 8:C.

A: deviseth his Lands to his Wife da Anno in Annum. until his Son cometh to the age of 20y.s, and dieth; the Wife enters, and the Son dieth before he attains to his age of 20 years: The Interest of the Wife is determined, by reason of those words da Anno in Annum; But if the Devise had been to the Wife until his Son cometh to the age of 20 years, then notwithstanding the Death of the Son the Interest of the Wife doth continue.h.

P. 5 Eliz. Moor's Rep. fo: 48 n. 143.

Mis-Oriented Page(s)

E: and E: his Wife during my natural life at two payments in the Year that is to say the 1st day of August and the 2d day of ffebruary by equal portions Clear of all deductions whatsoever the first payment thereof to begin and be made upon the first day of August next Ensuing Have released and Quitt claimed and by these presents Do release and quitt claim unto the said T: E: and E: his Wife their heirs Executors and Admors All my Estate right Title and Int: of in and to all those the aforesaid Messes or Tenem:ts with the Appurts situate in the ff: Street in the s:d Parish of St. A: in the said City of Yo: now in the possession of my undertenants there To have and To hold the s:d Messes or Tenem:ts and premises with the Appurtenances unto the s:d T: E: and E: his Wife their heirs Ex:rs or Admors from the 2d day of ffeb:y last past for and during the term of my natural Life And I the s:d E: B: for the Cons:n aforesd and in regard the s:d Premises are very much out of repair Have given Assigned and set over and by these presents

Do give Assigne and set over unto the s:d T: E: All Arrears of Rent that were due to me at Christmas or Candlemas last from all or any of the Tenants who now rent the said premises And I do hereby Constitute and appoint the s:d T: E: my true and lawful Attorney for me and in my Name but to and for his own use and benefit to ask demand and receive of and from all and every the Tenants of the premisses above mentioned All Arrears of Rent due and in Arrear as aforesd: And upon Non Payment thereof to distraine sue or implead such Tenants for such Arrears of Rent in order to recover the same and all and whatsoever my said Attorney shall lawfully do or cause to be done in the premisses I do hereby ratifye allow of & Confirm the same In Witness whereof I the s:d Eliz:th B. have &c.

Mis-Oriented Page(s)

Admrs doth Covenant promise and agree to &
with thes^d. R: B: his Exors Admrs and Ass^s.
and every of them by these presents that he thes^d.
5 W: S: or any person or persons on his behalfe
hath not had or received the Principal money &
Int^t. due on the said Bond or any part thereof
neither shall or will he thes^d. W: S: Receive the
same or in any wise release or discharge the
same or any part thereof but will own ratifye
and allow of all lawfull proceedings by his s^d.
Attorney for the Recovery thereof he thes^d. R: B:
his Exec^rs Admrs and Assignes saveing thes^d.
W^m. S: his Exec^rs & Admrs harmless and
indempnifyed of from and ag^t. all Costs Charges
and damages whatsoever that may happen to him
or them thereby In Witness &c.

N. B. There may be a Cov^t. from the Assignor ~~&~~
to the Assignee^y in Case the Assignee doth not recover
the above Sum that then the Assignor his heirs Ex^rs
or Admrs shall pay the same.

~~18~~ (260)

A Release of all right and Title &c of
sev^l. Messes or Tenem^ts &c in Cons^n. of 50^s. a
year being paid to a person dureing life &c

To all to whom these presents shall come I
E: B: of &c. send Greeting. Whereas I am seized or
possessed of several Messes or Tenem^ts. lyeing together
with the Appurts in the ff. Street in the Parish
of S^t. H: in thes^d. City for the term of my natural
life for my ffreebench according to the Custom of
the said City And Whereas most of the said
Tenements are very much out of repair and the
same after my decease will descend and go to my
daughter E: E: Wife of T: E: of the City of W: Grocer
Whereupon I have agreed with the s^d. T: E: and
E: his Wife to release all my right and Title in
the said Tenements dureing my life upon his thes^d.
Timothy E: and E: his Wife paying to me 50^s. yearly
dureing my life Now know ye that I the
said E: B: for and in Consideration of the yearly
rent or Sum of 50^s. of lawfull money of Great
Britain to be paid to me by the said Timothy

(259) ~~80~~

Mis-Oriented Page(s)

An Assignment of a Bond.

To all to whom these presents shall come I: Wm. S: of the City of Worcester Mason sendg — greeting Whereas Robt. B: of the said City of Worr. Carpenter in and by one bond or obligation bearing date the 15th. day of October in the year of our Lord 1742. became bound unto the said W: S: in the penal Sum of 160li. with condition thereunto written for the true paymt. of 80li. with lawful Intt. for the same on the 15th. day of Jauy. then next ensuing as in and by the said Bond or — obligation and condition thereunder written relation being thereunto had may more fully and at — large appear Now know ye that I the said W: S: for and in Consn. of the Sum of 80li. to me in hand paid by Richd. B: of &c at and — before the ensealing and delivery hereof Have assigned transferred and set over and by these presents Do assigne Transfer and set over unto the said Richd. B: his Exrs. Admrs. and Assrs. the said in part recited Bond or Obligation wth.

the Condition thereunder written and all — principal Monys and Intt. thereon due and owing — or which shall be due and owoing And all — the right Title Interest Benefit and — Advantage of me the said Wm. S: in or to the same And for the better recovering and recovering — the same I the said W: S: have made ordained — Constituted and appointed and by these psents — Do make ordaine Constitute and Appoint the said R: Broadrib my true and Lawfull Attorny for me and in my Name but for his own proper use to ask demand prosecute sue for recover and receive of and from the said R: Bird his Exrs. or Admrs. all and every the Sum & Sums of — money due by virtue of the said Bond and upon Paymt. thereof good and sufficient discharge or discharges for me and in my Name to give — make seale and deliver and generally to Act do and perform all and every thing needfull and necessary to be done in the premises And the said Wm. S: for himself his heirs &c

Mis-Oriented Page(s)

A Condition of A Counter Bond to Indempnify one who is Bail for another on A Bail Bond.

Know all Men &c.

Whereas the above named C: D: at the Special Instance and request of the above bound A: B: together with the said A: B: & E: F. of &c. is bound to G: H: Sheriff of the County of &c. in the Penal Sum of &c. Conditioned for the Appearance of the said A: B: before his Majestyes Justices at Westminster on the day of next to answer to J: K: in a Plea of &c. [here mention Debt or otherwise verbatim as Expressed in the Bail bond] As by the said in part recited Bond or Obligation thereunder written may more fully appear Now the Condicon of this Obligation is such, that if the above bound A: B: do and shall appear according to the Condition of the said Bond or Obligation, and as the Law in such Cases requires: And if the sd. A: B: his heirs Exec.rs and Admors shall also from time to time and at all times hereafter save harmless and keep indempnifyed him the sd. C: D: his Ex.rs and Admors and his and their Goods and Chattles Lands and Tenements of and from all Damages, Sum and Sums of Money

Costs and Charges and Expences whatsoever which he they or any of them shall or may at any time or times hereafter sustain or be put into, by reason or means of the said C: D:s being bound for the Appearance of the said A: B: as aforesaid Then this Obligation to be void otherwise to be & remain in full force and virtue.

Memorand.m

Whereas Rob.t B: of &c. is indebted to me in abo.t the Sum of and in order to recover the same I have bro.t Action or Actions against him I Do hereby promise and agree that the said Robert B: shall not within the space of 21. days be arrested at my suite so that he may returne quietly home to settle his Affairs & make an agreement w.th me for the houses in the Sidbury Gate Worc.r And that in Case the sd. Rob.t B: shall within ye time limitted as aforesd. be arrested at my Suite That then I do hereby promise to pay to the said Rob.t Bird the Sum of 100. upon demand Witness my hand ye 1. May

Mis-Oriented Page(s)

The Form of A Special Bail pene in the Comon pleas taken before a Comt. in the Country.

In the Comon pleas.

Worcestershire (to wit.) } I: H: Esqr. to Answer B: J: J: S: and S: A: Assignees of W: W: a Bankrt. in a plea of Trespass And also in a plea of Debt upon Demand to the Damage of 2400.

		£	s
	On Oath for	1245.	0. 0
Chette & Dept.	The Bail are W: A: of &c Gent A: B. of &c Gent		
	The Defendt. in	2400.	0. 0
	The Bail in each	1245.	0. 0

Taken and Acknowledged at the City of Worcester the 7th. day of Decembr. 1741 (conditionally) before me

M: S: by Comicon.

If but one Bail in .... 2400.

N:B: One Bail is not Sufficient unless agreed to by the Plaintiffe.

A Bail Bond.

Know all Men by these presents that we A: B: of &c C: D: of &c. and E: F: of &c are held and ffirmly bound to: G: H: Esquire Sheriffe of the County aforesd. in the Sum of 500£ of good and lawful money of Great Britain to be paid to the said Sheriffe or his Certain Attorney his Execrs. Admors or Assignes; for which Payment well and truely to be made we bind our selves, and every of us by himselfe, for and in the whole, our heirs, Executors and Admrs. and of every of us, firmly by these presents Sealed with our Seals dated the 7th. day of May in the 15th. Yr. of the Reigne of &c, and in the year of our Lord 1742.

2. 6. 6d.

The Condition of this Obligation is such that if the Above bound A: B: do appear before the Justices of our Lord the King at Westminster on the [here mention the day of the return, as in the Writt] to Answer to I: K: Esqr. of a plea of Trespass, and also to a plea of Action of Debt for 250£: [here pursue the Words of the Writt] Then this Obligation to be void otherwise to be and remaine in full force and virtue.

Mis-Oriented Page(s)

Know all Men by these presents That We Comfort Wager of Braces Leigh in the County of Worcester Widow and H: Wager of the same place Yeoman are held and firmly bound unto Sarah Slaughter of London Spinster and Geo: Davis of Ducklington in the County of Oxford Esq.r and Mary his Wife ~~[illegible]~~ (late Mary Slaughter Spinster) in the penal Sum of of lawfull money of Great Britain to be paid to the said Sarah S: Geo: D: & M: his Wife or some of them or their Certain Attorneys Exors Admors or Assignes to which payment well and truely to be made We bind our selves and each of us by her and himselfe for and in the whole and every part thereof our heirs Exec.rs and Admors and of each of us firmly by these presents Sealed with our Seales dated the day of in the 18th Year of the Reign of our Sovereign Lord George the 2d &c. 1744.

The Condition of this Obligation is such that if the above bounden C: W: & H: W: or either of them their or either of their heirs Exec.rs or Admors do and shall well and truely pay or Cause to be paid unto the above named S: S: G: D: and M: his Wife their Exec.rs Admors or Assignes the full Sum of at or upon the 25th day of December next ensuing without any Deduction or Abatement for taxes

Assessments or any other Imposition whatsoever According to a Provisoe or Condition contained in a Certain Indenture of Mortgage bearing equal date with the above written Obligation and made between C: W: & H: W: of the one part and the said S: S: G: D: and M: his Wife of the other part And also do and shall well and truely Observe perform fulfill and keep all and every the Grants Articles, Clauses, Conditions, Covenants and Agreements contained in the said Ind.re of Mortgage above mentioned which on the part and behalfe of thes.d C: W: & H: W: their Exec.rs Adm.rs & Assignes are or ought to be Observed performed fullfilled and kept in all things according to the true Intent and meaning thereof Then this Obligation to be void otherwise to remain in full force and Virtue And if default in Payment shall happen to be made of the afores.d Sum of and the Interest thereof at the day and time above mentioned for payment thereof Then We do hereby Authorize and Impower Mr. Henry Davison and Mr. Wm. Andrews Gentlemen Attorneys of his Majestyes Court of Common Pleas at Westm. or either of them or any other Attorney of the same Court immediately to appear for us thes.d C: W: & H: W: in the said Court at the Suite of thes.d S: S: G: D: & M: his Wife and then and there to receive a Declaration in an Action in debt upon demand for at their Suite and thereupon to Confess Judgm.t ag.t us in such suite by Non sum Informatus nil dicit or otherwise and for their or either of their so doing this shall be their sufficient warrant.

name the term, or of any other Suffg term. If you doubt Mr. Wedg. [illegible] sufficient warrant

Mis-Oriented Page(s)

Letter of Composition.

To all to whom these p^sents shall come Wee whose Names are hereunto Subscribed being Creditors of Daniel Lench of the City of Worc^r. Butcher send Greeting Whereas the said Danl. Lench is Justly Indebted and doth owe unto us the said Creditors divers Sums of Money w^ch: he is willing to Satisfye as farr as he is able Thereupon wee the said Creditors and and every of us who have hereunto Sealed and Subscribed (taking his Condition into our Consideration and finding that he is much Impoverished by Losses and hindrances thro' Chapmen and otherwise whereby he is disabled to yield us full Satisfaction for our said Debts) are Contented and well pleased and of our free mocon^tt do Sev^lly and respectively agree and bind our Selves our heirs Ex^rs. Adm^rs. and Assignes to the said Daniel Lench by these presents to accept and take of him the said Daniel Lench after the rate of 3^s: 4^d: in the Pound in full Satisfaction of all such debts and Sumes of Money as he doth Severally owe unto us and every of

us respectively So as the same be paid unto us respectively at or before the day of next Ensueing the date hereof.

And in Case default of paym^t. made at the day aborementioned to be void &c.

Know all Men by these presents that I H: S: the Ed.r of the parish of S.t peter the G.t in the City of W: ffisherman am held and firmly bound to I: C: & G: G: Churchwardens and T: B: and H: L: Overseers of the poor of the said parish of S.t peters and their Successors in the Sum of One hundred pounds of Good and lawfull Money of G.t Britain to be p.d to them the s.d John Corne, G: G: T: B: and H: L: or their Successors Tow.ch paym.t well and truely to be made I bind my selfe my heirs Ex.ts and Admr.ors firmly by these p.sents Sealed with my Seal dated the 14.th day of Dec.r in the 18.th y.r of the reign of &c And in the year of our Lord 1744.

Whereas Ann Nott of the said parish of S.t peter widow is now bigg and pregnant of A Bastard Child or Children which when born is or are likely to become Chargeable to the said parish of S.t Peter And whereas the above bounden H: S: doth hereby own and Acknowledge himselfe to be the ffather of such Child or Children Now the Condition of this obligation is such that if the above bounden Hum: S: his heirs Exec.ts or Admr.ors do and shall from time to time and at all times hereafter fully and freely Acquitt free and discharge or well and Sufficiently save harmless and keep indempnifyed as well the above named John Corne George Gorle Thomas Butler and Hum: Lowe Churchwardens and Overseers of the Poor

of the parish of S.t Peter aforesaid and their Successors for the time being and every of them As also All the Inhabitants and parishoners of the said parish of S.t Peters which now are or hereafter shall be for the time being and every of them of and from all Costs and Charges whatsoever which shall or may at any time hereafter arise happen grow or be imposed upon them or either or any of them for or by reason or means of the said Ann Notts being great with Child as aforesaid Or for or by reason of the Birth Maintenance Education and bringing up of such Child or Children that she the said Ann Nott now goeth with and shall be delivered of And of and from all other Actions Suites Troubles Charges Damages Dem.ds and Expences whatsoever touching or Concerning the premises Then this obligation to be void otherwise to be and remain in full force and virtue.

Mis-Oriented Page(s)

A Bond from T: A: of &c to Lowe Esq.r
of penalty to Indempnifye him on Assignm.t of
a Mortgage.

Know all Men by these presents &c.

Whereas Sr. Wm. Compton late of Hindlip in the
County of Worcester Barr.t deced by Ind.res of Lease & Rel.
bearing date the day of 17 Did
Grant and Convey to and his heirs
All that. ||here describe the parcels||. Subject
to a Provisoe or power of Redemption therein contain.d
for the said Sr. Wm. Compton's payment of the Sum of
to the said And Whereas the
said Principal money of being the Consideration
money mentioned in the said Ind.re of Release was
the proper money of me the said Thomas Attwood
And Whereas the said is dead and
the above named Lowe is heir at Law to the
said and Whereas the said
Lowe hath this day at my request Assigned over
all the said Premises Comprized in the said Ind.re of
Release to of who
hath this day paid me the said Principal Money of
and the Interest thereof Now the Condition
of this Obligation is such that if the said Tho.s Attwood
his heirs Exec.rs or Adm.rs do and shall from time to

time and at all times hereafter save harmless and
keep Indempnifyed the said Lowe his heirs
Executors and Adm.rs and his and their Lands Tenem.ts
Goods & Chattles off and from all loss & damage Costs
Trouble & Charges that he or they shall or may
Sustain or be put unto for or by reason or in respect
of his Executing such Assignment or Deeds as
aforesaid to the said Then this
Obligation to be void or else to be and remaine in
full force and virtue.

Sealed &c.

The form of A Caption to be put to a deed that is
in rolled which is wrot on y.e side as follow (viz)

This Deed was this 2d day of Dec.r 1749 acknowledged
to be executed by Mr. T. C in y.e deed named
at y.e City of Worc.r before me

Hen Roberts
Master extraordinary in Chancery

Mis-Oriented Page(s)

A Summons for Witness upon a Comission.

In Chancery.

Between James Francis & ad Comp.ts
& Sarah Shepheard & ad Def.ts

We whose names are Subscribed being informed that you are a Material Witness for the s.d Defend.t Sarah Shepheard DO by virtue of a Comiss.on for Examination of Witnesses in this Cause issueing out of his Majestyes high Court of Chancery to us and others directed require you personally to be and appear before us or others the Commissioners in the said Comiss.on named on Fryday the fourth day of January next at Ten of the Clock in the Forenoon at the dwelling house of James Knight Situate in Parshore in the County of Worcester and known by the Signe of the Angel there; Where you are to attend and not to depart thence till you have been Examined on Interrog.ts on the part of the said Defend.t Sarah S: Fail not at your Peril. Given under our hands this 27.th day of December 1744

W. Jones.
Hen: Long.

To Mr. Francis Greenbank
in Worcester.

you give the Witness a Shilling.

A Release for a Share of an Intestates personal Estate.

Know all Men by these Presents that J H: W: of Bromyard in the County of Heref.d Gent: one of the Sons of Hen: W: late of C: in the County of Worcest.r C.d dec.d by E: his late Wife also decee. who was one of the Sisters of Wm. Norton late of C: aforesaid Gent: dec.d DO hereby Acknowledge to have had and rec.ed of my Uncle Jn.o Norton of Claines aforesaid Gent.d Admor of the Goods and Chattles of the said Wm. Norton dec.d the Sum of Ten pounds in full Satisfac.on and discharge of all my share and proportion right Title and Interest of in and to all y.e Goods Chattles & personal Estate whatsoever whereof the said Wm. Norton dyed possessed or was any way intitled unto or Interested in at the time of his Death And thereof and therefrom I do hereby Acquitt and discharge the said John Norton his Exec.rs and Admor and every of them In Witness &c.

Mis-Oriented Page(s)

Mr. Henry Sheward

Take Notice that a Declaration against you in Debt upon Bond at the Suite of Benjamin Fieldhouse Clerk and Jane his Wife is filed in the Office of Mr. Prothon.ry Thomson in Lincolns Inn London of Trinity Term last And unless you Appear and Plead thereto within the Hour first Days of Michaelmas Term next, Judgm.t will be Signed against you by Default Given under my Hand this Twenty Seventh day of September 1744.

To Mr. Henry Sheward the Defend.t in this Cause.

W: Perks
Attorney for y.e Pl.ts

Obligation from Three to One.

Know all Men by these presents that wee A: B: of &c. C: D: of &c. & E: F: of &c are held and firmly bound to G: H: of &c. in &c of Lawfull &c to be paid to the said G: H: or his Certain Attorney Ex.rs Adm.rs or Ass.s; To which payment well and truely to be made we bind our selves and every one of us by himselfe x for and in the whole our Heirs Ex.rs & Adm.rs & of every of us firmly by these presents Sealed with our Seales dated the &c.

x or her self

(842)

In the Common Pleas. James Corks Esq.r
ag.t
John Frogmore

Mr. Frogmore.

Take Notice that A Writt of Inquiry of Damages in this Cause will be Executed on ~~Wednesday~~ Saturday the Thirteenth day of October Instant at Ten of the Clock in the Forenoon at the House of Henry Blount known by the Signe of the Talbot in Sidbury in the County of Wonester dated the Fourth day of October 1744.

To Mr. John Frogmore.

Yours &c
W: S:
Attorney for the Pl.t

Notice of Executing a Comission.

Whereas we whose names are hereund.r written having received a Comission Issueing out of his Majesty's high Court of Chancery to us and others directed for Examination of Witnesses in a Cause there depending wherein G: D: Esq.r & M: his wife & S: Slaughter Spinst. are Comp.lts & In.o Garway Gent is Defend.t These are therefore to give you Notice, That we intend to execute the said Comission at the house of Rich.d Pool known by the Sign of the Angel in Sidbury in the City of Won.r on Monday the 14th day of Oct.r next ensueing at 10 of the Clock in the Forenoon of the same day when & where you & your Com.rs and Witness's Concerned may be present if you please Given under our hands this 24th Sept.r in y.e y.r x

x of our Lord 1745

To Mr. In.o G: the Def.t in this Cause

(846)

An Inventory of the Goods Corne Graine Hay Cattle Implements of Husbandry and other Effects of Robt. P: deced that were lately destraind for the Sum of 410 a. 7 s. 6 d. being for Arrears of Rent due at Lady day last to James Cocks Esqr. for a Harm and Lands which he held of the said J: C: in the Parish of Stowton in the County of Worcester taken and Appraised the Second day of January 1743 by Wm. Stone of Pirton and Richd. Evans of Hladbury Sworn Appraizers by Richd. Handy Constable of thesd. Parish of Stowton.

In the Horestreet Parlour.

One Large oval Table &c and so proceed.

Kings Bench. Cases &c. adjudged. fo. 82.

Case 106. } The Parish of St. Olaves Jury.

A Person is bound Apprentice to a Coller who lives in one Parish, his Stall in another, The Apprentice lived with his Father in a Third, and held per Curiam he gained no Settlement as an apprentice.

Livery and Seizin Indorsed on a Lease undr. the Bishop.

Memdm.

That W: H: one of the Attorneys wth. in mentioned by virtue of the Authority therein to him given did enter into and upon the Messe or Tenemt. and premes within granted and thereof did take full Quiet and peaceable possion and afterwds. the like possion Livery and Seizin did deliver to the within named T: H: to hold to him his heirs and Assigns according to the purport true Intent and meaning of the within written Judre. In the presence of us.

A. B

C. D.

Obligation from Two to One.

Know all Men by these presents that wee A: B: of &c. and C: D: of &c. are held and firmly bound unto E: F of &c. in the penal Sum of 300. of good and lawfull money of Great Britain to be paid to ye. Sd. E: F: or his Certain Attorney ~~his~~ Exrs. admrs. or ass.s to which payment well & truly to be made we bind our selves and each of us by him selfe for and in the whole our heirs Exrs. & Admrs. & each of us, firmly by these presents Sealed with our Seal's dated the 11th. day of Decr. in ye. 15th. Year of &c. and in the Year of our Lord 1740.

+ or herself if alone.

Mis-Oriented Page(s)

30th. April 1743.

Mr. Wright.

Take Notice that you Quitt the first of November next. The Messe Garden and Premises Situate in the Parish of All Saints in the City of Worcester which you hold of Mr. J: Smith of Bosbury, I say by virtue of an Order under the hand of the sd. J: S. for that Purpose Witness my hand the day and year above written

W. A

30th. apr. 1743. left a Copy with Mrs. Wright.

Decln. filed.

Pleaded, Stat: Limitations.

Deliv.d Copy of the Issue wth. Notice of Tryal.

Roper wth. drew his plea. and lett Judgmt. be taken.

(282)

To the Sherriffe of the County of Worcr.

These are to Authorize and Impower you to set at liberty the Body of M: M: Wid.o A now Prisonr. in your Custody at the Suite of Mrs. M: D: & Mrs. C: D: if she is not detained at any other persons suite And for your so doing this shall be your sufficient Warrant.

W. W.

Attorney for the Pltts

Sr.

This is to give you Notice to pay in the Principal Money of One hundred and Twenty pounds due from you to me on Mortgage of your houses in Worcester and in St. Michaels upon the 28th. day of July next being Six Months Notice, and I expect the Interest now due to be forthwith paid to

yor. hble. Servt.

Fra: Alla

Worcr. 28th. Jany. 1744.

To Mr. J: H: in Worcr.

(181)

Mis-Oriented Page(s)

See Case 155.

~~88.~~ fo: 66.

Dunns Rep. w. Inhibitants of Cases &c. Adjudg'd in Cor. Bro. 4th Edit. Annos 1742 Case 325.

Perks Case. Mich: 10: W. 3.

The Master took an Apprentice in in Husbandry according to the 5 Eliz. and died before the time of the Apprenticeship Expired, leaving the Apprentice impotent and a Cripple; and the Justices of Peace at their Sessions ordered the Exec.rs of the Master to keep the Apprentice; but the Order of the Justices was quashed in the King's Bench, because it did not appear that the Executor had Assetts, or that he lived in the same County.

Ho. Ch. Just. Said. That by the Custom of London in these Cases, the Executor shall put the Apprentice to another Master of the same Trade; And in other Places it would be heard to Construe the Death of the Master to be a Discharge of the Covenants; that it had been held, the Covent for Instruction failed, but that he still continues an Apprentice with the Executor quoad Maintenance.

The Executor is liable in Covenant if he doth not instruct the Apprentice, or find him another Master. **Ho:** 67, 68.

(284)

Mem.m to be Indorsed ~~or annexed~~ on ye back of or annexed to Lease being an Ass.nt of the same

Be it Remembred.

That I the within named J: B: for and in Cons.n of the Sum of £ 2. of Lawfull Money of Great Britain to me in hand paid by C: D: of &c. Have Assigned Transferred and sett over and Do hereby Assigne Transferr and sett over unto the said C: D: his Exec.rs Adm.rs and Assignes as well the w.th in written Ind.re and the Messe or Tenement & premises together with the Term of Years within mentioned to be granted by J: B: to him the said

As also all ~~that~~ the Estate right Title Int.t property Claime and demand of in & to the same or to any part or parcell thereof by force vertue or means of the within written Ind.re or otherwise To have and To hold the s.d Messe or Tenem.t & premises unto the s.d C: D: his Ex.rs Adm.rs and Assignes for & dureing all the rest residue & remainder of the within mentioned Term of Years which are therein now to come and unexpired Subject Nevertheless to the Paym.t of the rent and Performance of the Coven.ts within contained to the s.d Ed.d Lowbridge his Ex.rs Adm.rs or Ass.s which on the part & behalfe of me the said was to have been paid done and performed witness my hand &c.

This may be as well Annexed as Indorsed &c by saying &c.

(283)

Mis-Oriented Page(s)

Adm.ts and Assignes for and dureing all the Rest, Residue, and Remainder of the within ~~named~~ mentioned Term of Seven Years yet to come & unexpired he the s.d T: M: paying the Rent and performing the Covenants and Agreements in and by the within Indenture of Lease reserved and contained on the Tenant or Lessees part to be paid done and performed. And ye s.d T: M: for himselfe his Executors and Adm.ts doth hereby Covenant, promise and agree to and with the said E: M: his heirs and Assignes That he the said T: M: his Executors and Administrators shall and will pay the Rent within reserved, and perform, observe and keep the Covenants, Clauses and Agreements within contained, according to the purport, true Intent and meaning of the w.th in written Ind.re of Lease; And the said E: M: for himselfe, his heirs and Assignes, doth hereby Ratify and Confirm this present Assignment, and doth Accept of the said T: M: as his Tenant to y.e said Promises under the Rents and Covenants within contained, and doth absolutely Acquitt release & discharge the s.d I: I: his Executors and Adm.ts

of and from the Paym.t of the Rent and Performance of the Covenants and Agreements within reserved & contained. In Witness whereof the said Ptyes have hereunto set their hands and Seales the 9th day of April in the year of our Lord &c

Sealed and delivered &c.

In the Comon Pleas. Between I: C: Esq.r plt. & I: Pitt Weaver and Edw.d Turbil yeom.n Def.ts

I: P: of &c. Yeoman maketh Oath that he this Depon.t upon 9th day of May last before the hour of 12.o Clock in the Forenoon of the same day did personally serve the Def.ts Pitt and Turbill with true Copys of the Writt hereunto Annexed, in the County of Worcester by delivering one true Copy of the said Writt to the Def.t Pitt, and another true Copy of the said Writt to the Defend.t Turbill

Sworn at &c

I: P

Mis-Oriented Page(s)

Trees.

Salk^d: fo. 638. Ashmead u Ranger. W. 3.

Trespass by Lessee of a Copyholder for Life for Cutting down Trees by the Lord of the Manor held Maintainable in Bro^th R^s. and afterw^ds affirm'd in Cand Scacc:, But reversed by the house of Lords, for the Tenant could not cut the Trees, and if the Lord could not, they must rott on the Land, for then nobody could.

Assignm^t of a Lease by way of Indorsm^t

Know all Men by these presents that the within named J: J: (by and with the Consent and Approbation of the within named E: M: hereinafter Testifyed) in Consideration of the Sum of of lawful money of Great Britain to him the said J: J: in hand well and truely paid by T: M: of &c^a at or before the Ensealing and delivery of these presents the Receipt whereof the said J: J: doth hereby Acknowledge, and also in Cons^n of the Covenants hereinafter contained on the part of the said T: M: to be performed Hath bargained, sold, assigned, transferred and set over, and by these presents Doth bargaine, sell, assign, transferr, and sett over unto the said T: M: the within demised Messuage or Tenement and Premises, with their and every of their Appurt^ts as also the within written Ind^re of Lease To have & to hold the said Messuage or Tenement and Premises with their and every of their Appurt^ts unto the said T: M: his Executors –

Mis-Oriented Page(s)

of such person as shd. be indifferently Chosen by the said Arbitrators as an Umpire between the said parties, So as the said Umpire shd. make his award or Umpirage in Writing und. his hand and Seal on or before the 14th. day of March next as by the said Bonds or obligations with the Conditions thereunder written Relation being thereunto respectively had, may appear And Whereas the said E: H: and W: L: have declined to make such Arbitration and by a memd. in Writing indorsed on the said Bonds or one of them, and by them Signed under their respective hands bearing date the 25th. day of February last past did agree that I S: S: of ct. should be Umpire to settle the said Arbitration or to that effect as by the s. memorandum or Writing indorsed, relation being thereunto had may appear Now know all Men by these presents that I the said Sam.l Spooner having accordingly taken

(86)

upon me to make such Umpirage and award and having deliberately weighed and Considered the said matters in difference for the Settling and finally determining the same Do hereby award, order and adjudge of and upon the Premises in manner and form following (viz.t) I Do award, order and adjudge that the said G: S: shall and do well and truely pay or Cause to be paid unto the said E: Y: the Sum of 150£ of lawfull Money of Great Britain on the 30th. day of May next at the House of ct. between the hours of 10. and 12. of the Clock in the forenoon of the same day. And I do also award order and adjudge that ct. And further I do also award order and adjudge ct. And Lastly I do award order and adjudge that at the same upon paym.t of the said Sum of 150. thes: E: Y: & G: S: shall each of them Execute to the other a Gen.l Release of all matters in difference between them if the same be required In Witness whereof I have to this my Umpirage and award set my hand and Seal this day of 1742.

(86)

S: S:

Mis-Oriented Page(s)

To all to whom these presents shall come We A: D: & I: K: of &c send Greeting — Whereas G: H: of &c & L: M: of &c did enter into Mutual Bonds or Obligations to each other bearing date respectively on or about the 9th day of Feby last past in the penal Sum of 200 respectively Conditioned for their respective Submitting to the award of us thes: A: D: & I: K: of and concerning all Actions Suites Quarrells Controversies, Damages and demands between them So as such Award were made by us in writing under our hands [& Seals] on or before the 9th day of March Instant as by thes: respective Bonds and Conditions relatn being to them respectively had may more fully appear Now know ye That we thes: A: D & I: K: having Examined the Accounts and heard the Allegations of both thes: parties in difference and duly weighed and Considered the same Do make and Publish this our Award and final Determinaton between thes: parties And we do hereby adjudge Award and Order that thes: G: H. do &c [See the toll: precedent.] In Witness &c —

Whereas Several differences disputes and Controversies have happened and arisen, and were likely to Continue between Eliz: Y: of &c and G: S: of &c. And whereas for the Settleing and determining the said Differences and Controversies the said E: Y: and G: S: did mutually enter into Bonds or Obligations of Arbitrament by them respectively duely Executed under their respective hands and Seals bearing date the 24th day of Jany last past with a Condition thereunder respectively written whereby they were mutually to stand to, obey abide, perform, fulfill and keep ye Award, order, arbitramt final end and determination of E: K: of &c. and W: L: of &c. So as the said Award was made in writing under their hands and Seales on or before the 6th day of March then next: But if the said Arbitrators did not make such their Award by the time aforesaid, then to stand to, obey, abide, perform, fulfill and keep the award, Order, Arbitrament Umpirage ~~and~~ final end and determination of

Mis-Oriented Page(s)

Debts, dues, Sum, and Sums of Money, —
Quarrells, Controversies, Trespasses, —
Damages and demands whatsoever, —
both in Law or Equity or otherwise howsoever
which at any time or times heretofore, have —
been had moved brought Commenced, Sub —
prosecuted, committed, ommitted, done or —
Suffered by or between the said Parties or
either of them; So as the said Award —
Arbitrament, Judgment, Final End and
Determination between the said parties to
made in Writing under the hands and seals
of the said Arbitrators and ready and to
be delivered to the said parties, on or before
the day of next ensuing the
date of the above written Obligation;
then this Obligation to be void or —
otherwise to be and remain in full force and
virtue.

(162)

If an Umpire be Chosen, then add. Just
before the Conclusion of the Condition
(of the Bond on the other side) the following —
Clause of Umpirage.

And if the said Arbitrators shall not make and
draw up their said Award in Writing under their
hands and Seal's as aforesaid and ready to be
delivered to the said parties on or before the
said day of now next —
ensuing, Then the s.d A: B: his heirs Ex.rs
and Adm.rs, and every of them do and shall stand
to, abide, observe perform and keep the Award
Umpirage Judgm.t Final and determination of —
J: K: of &c. Umpire, indifferently elected and —
Chosen between the said parties, for hearing,
composing, ending and finally determining —
all and Singular the Differences aforesaid; So —
as the said Umpire do make and draw up his
said Award, Umpirage and determination in —
Writing under his hand and Seal ready to —
be delivered to the said Party's on or before
the day of Then &c.

(163)

Mis-Oriented Page(s)

As well as ~~for~~ Security for the repaym.t
of the ffifty pounds within mentioned
and the Interest thereof And that
the said within granted and Assigned
Premises shall not be discharged
either in Law or Equity untill the said
Sum of 20.ℓ now lent and the growing
Int.t thereof thereof shall be fully paid
unto the said I: H: her Ex.rs Adm.rs or
Assignes And that I the s.d I: S: my
Ex.rs or Adm.rs shall and will well &
truly pay or Cause to be paid unto the
said I: H: her Ex.rs Adm.rs or Ass.s the
said 20.ℓ: and Interest for the same
according to the rate within mentioned
upon the day of next
Ensueing the date hereof In Witness
whereof I the s.d I: S: have hereunto
put my hand and Seal the day of
in the Year of our Lord 1742.

take d.o words as in the Mortgage

The Condition of an Abitration bond,
with or without an Umpirage;

The Condition of this obligation is such,
that if the above bound A: B: his heirs
Ex.rs, or Adm.rs and every of them for and
on his and their parts and behalfes, do and
shall ~~and~~ well and truly stand to, abide,
perform, observe, fullfill and keep the
Award, Order, Arbitrament, final end and
determination of E: F: of &c and G: H: of
&c. Arbitrators indifferently named, elected
and Chosen, as well on the part and behalfe
of the Above bounden A: B: as of the
above named C: D: to Arbitrate, award,
Order adjudge, and determine of and
Concerning all and all Manner of Action,
and Actions Cause and Causes of Action,
Actions, Suits, Bills, Bonds, Specialties,
Judgments, Executions, Extents, Accounts,

Mis-Oriented Page(s)

Quarter Sessions, limit, direct and appoint the follow^g: Rates and Allowances to be made and paid for the passing, conveying and maintaining of Rogues vagabonds, or Incorrigible Rogues to be passed or conveyed according to the Direction of the s^d: Act (that is to say) for conveying of a Vagrant, or vagrants, on Horseback 3^d. per Mile each Horse, or 6^d. per Mile for a Cart, and 4^d. per day for each vagrants Subsistence, And that these Orders be printed and sent to each Acting Justice for this County forthwith.

By the Court. Wolby

S^r

I, on the behalfe of James Cocks Esqr. do hereby give you Notice ~~to quitt~~ that he will quitt and leave at Ladyday next the dwelling house outhouses and Garden that he now rents of you in the Parish of Powicke in the County of Worc^ts. Witness my hand the 11th. day of Septr. 1746.

To M^r. B. Rice at .ec^r.

(862)

To be Indorsed on the back of a Mortgage for a further Security of the Premises, ~~of~~ on a further Sum of money lent.

Know all Men by these presents that I the ~~the~~ within named J. S: ~~doth~~ Do hereby acknowledge to have had and received on the day of the date hereof, Of and from the within named J: H: the further Sum of 20^c. Over and above the 50^c. within mentioned, And I the said J: S: do hereby for my selfe my Executors and Admors Covenant promise and agree to and with the said Joan Heming her Exec^ts. Adm^rs. and Assignes in Manner following (that is to say) That all and singular the within Granted and assigned Messuage or tenem^t. and Premisses with their and every of their appurtenances shall stand Continue remaine and be a Security for the s^d. Sum of 20^c. now advanced and lent and all Interest that shall grow due for the same

(862)

Worcestershire (To wit) } Be it remembred That at the Gen.l Quarter Sessions of the Peace of our Lord the King held at the Guildhall in the City of Wor: in and for the County of Wor: on Tuesday the 2.d day of Octob.r in the 16.th year of the Reign of our Sovereign Lord George the Second by the Gr.ce of God of Great Britain France and Ireland King Defender of the Faith and so forth before Francis Moseley Esq.r the Right Hon.ble the L.d Dowdeswell Cr.: The Rev.d Rob.t Lucas Rob.t Lucas and Rob.t Wm Clarke his Majesties Justices and Keepers of the Peace assigned to keep the Peace within the said County, and also to hear and determine divers Felonies, Trespasses, and other offences in the said County committed: It is Ordered as follows (that is to say).

In Pursuance of an Act of Parliam.t made in the Seventeenth Year of the Reign of his present Majesty, Entituled, an Act to amend and make more effectual the Laws relating to Rogues, Vagabonds, and other idle & disorderly Persons, And to Houses of Correction The Justices of the Peace of this County do, at this

In Pursuance of an Act of Parliament made in the Seventeenth Year of the Reign of his present Majesty, Entituled, an Act to amend and make more effectual the Laws relating to Rogues, Vagabonds, and other idle & disorderly Persons, And to Houses of Correction The Justices of the Peace assembled at this General Quarter Sessions of the Peace holden in and for the City of Worcester in the Guildhall there on Tuesday the Second Day of October in the Sixteenth 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 and so forth before Francis Moseley Esq.r the Right Hon.ble the Lord Dowdeswell Chancellor of the Exchequer and one of his Majesties most Honble Privy Council and the Rev.d Robert Lucas Robert Lucas and Robert William Clarke his Majesties Justices and Keepers of the Peace assigned to keep the Peace within the said County, and also to hear and determine divers Felonies, Trespasses, and other Offences in the said County committed: It is Ordered as follows (that is to say).

John Hornby Esq.r Mayor of the City of Worcester for the Year ensuing doth hereby Nominate and Appoint Edward Bell Gent.n to be Clerk of the Market within the said City for the Year ensuing.

John Hornby Esq.r Mayor of the City of Worcester for the Year ensuing doth hereby Nominate and Appoint Thomas Hall Gent.n to be Clerk of the Market within the said City for the Year ensuing.

John Hornby Esq.r Mayor of the City of Worcester for the Year ensuing doth hereby Nominate and Appoint Thomas Hall Gent.n to be Clerk of the Market within the said City for the Year ensuing.

Mis-Oriented Page(s)

In Chancery.

Smith ag.t Jandy
Collins ---

We Consent that the Comission taken out in this Cause for Examining Witnesses shall be Returned the first day of Hilary Term (being returnable without delay) And We also Consent and agree to Inlarge the Time for Publication of the Depositions from the last day of Michas Term to the first day of Hilary Term next Witness our hands the 26.th day of Nov.r 1743.

Tho. Chetle
J Thorneloe

J. S.

I Do hereby Authorize and Impower you to Attorn Tenant to Mr.s A: B: Spinsb. And pay the Rent that was due at Lammas last And also what Rent shall become due for the Premises to the said Mr.s A: B: for a Messuage with the Appurts in the Parish of St. Andrew in the City of Worc.r which you hold of me at the Yearly Rent of £18. Witness my hand this 21.st day of Nov.r 1743. T. P

I Do hereby Agree to Attorn Tenant to Mr.s A: B: for the Premises above mentioned and to pay to her as well the Rent due at Lammas last as the Rent which shall from time to time for the future become due for the said Premises According to the Authority above given me by my Landlord for that purpose Witness my hand this 21.st day of Nov.r 1743

Worcestershire } The 4th Instant Depositions of the Plaintiff and
(To wit.) the 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th, 101st, 102nd, 103rd, 104th, 105th, 106th, 107th, 108th, 109th, 110th, 111th, 112th, 113th, 114th, 115th, 116th, 117th, 118th, 119th, 120th, 121st, 122nd, 123rd, 124th, 125th, 126th, 127th, 128th, 129th, 130th, 131st, 132nd, 133rd, 134th, 135th, 136th, 137th, 138th, 139th, 140th, 141st, 142nd, 143rd, 144th, 145th, 146th, 147th, 148th, 149th, 150th, 151st, 152nd, 153rd, 154th, 155th, 156th, 157th, 158th, 159th, 160th, 161st, 162nd, 163rd, 164th, 165th, 166th, 167th, 168th, 169th, 170th, 171st, 172nd, 173rd, 174th, 175th, 176th, 177th, 178th, 179th, 180th, 181st, 182nd, 183rd, 184th, 185th, 186th, 187th, 188th, 189th, 190th, 191st, 192nd, 193rd, 194th, 195th, 196th, 197th, 198th, 199th, 200th, 201st, 202nd, 203rd, 204th, 205th, 206th, 207th, 208th, 209th, 210th, 211th, 212th, 213th, 214th, 215th, 216th, 217th, 218th, 219th, 220th, 221st, 222nd, 223rd, 224th, 225th, 226th, 227th, 228th, 229th, 230th, 231st, 232nd, 233rd, 234th, 235th, 236th, 237th, 238th, 239th, 240th, 241st, 242nd, 243rd, 244th, 245th, 246th, 247th, 248th, 249th, 250th, 251st, 252nd, 253rd, 254th, 255th, 256th, 257th, 258th, 259th, 260th, 261st, 262nd, 263rd, 264th, 265th, 266th, 267th, 268th, 269th, 270th, 271st, 272nd, 273rd, 274th, 275th, 276th, 277th, 278th, 279th, 280th, 281st, 282nd, 283rd, 284th, 285th, 286th, 287th, 288th, 289th, 290th, 291st, 292nd, 293rd, 294th, 295th, 296th, 297th, 298th, 299th, 300th, 301st, 302nd, 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875th, 876th, 877th, 878th, 879th, 880th, 881st, 882nd, 883rd, 884th, 885th, 886th, 887th, 888th, 889th, 890th, 891st, 892nd, 893rd, 894th, 895th, 896th, 897th, 898th, 899th, 900th, 901st, 902nd, 903rd, 904th, 905th, 906th, 907th, 908th, 909th, 910th, 911th, 912th, 913th, 914th, 915th, 916th, 917th, 918th, 919th, 920th, 921st, 922nd, 923rd, 924th, 925th, 926th, 927th, 928th, 929th, 930th, 931st, 932nd, 933rd, 934th, 935th, 936th, 937th, 938th, 939th, 940th, 941st, 942nd, 943rd, 944th, 945th, 946th, 947th, 948th, 949th, 950th, 951st, 952nd, 953rd, 954th, 955th, 956th, 957th, 958th, 959th, 960th, 961st, 962nd, 963rd, 964th, 965th, 966th, 967th, 968th, 969th, 970th, 971st, 972nd, 973rd, 974th, 975th, 976th, 977th, 978th, 979th, 980th, 981st, 982nd, 983rd, 984th, 985th, 986th, 987th, 988th, 989th, 990th, 991st, 992nd, 993rd, 994th, 995th, 996th, 997th, 998th, 999th, 1000th

Examined and Signed at the Guild Hall in the City of Worc.r on Tuesday the 2.nd day of Nov.r in the 16.th 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. and in the Year of our Lord 1742. before us

Wm. Hanbury Mayor
Wm. Hall
Wm. Russell
Wm. Hall Junr.
Wm. Hall
Wm. Hall Junr.
Wm. Hall
Wm. Hall Junr.
Wm. Hall

Arrest.

3d Salk: fo = 327.
Smith & Butler — Bayliffs may open Inner Doors to Arrest but not Outer.

Administrator.

If a Son or a Daughter dyes Intestate, the Father living, The Father is Intitled to Letters of Admiron, and not lyeable to a Distribution, Otherwise if the Father is Dead and the Mother living,

A Man dyed Intestate having a Brother of the whole Blood, It was held that a Sister of the half Blood — should come in for an Equal Share with the Brother of the whole Blood 1: Vern: 437: 2 Vern: 124: — Affirm'd in the House of Lords, other Cases cited in Cases abridged in Law 249.

If one dyes Intestate having a Grandmother, and Uncles and Aunts, the Grandmother is Intitled to the — Personal Estate in Exclusion of the Uncles and Aunts 1 Salk: 251:

Cottage

As to the Possion.

Trid. 10th Geo: 1mi: in Bauro Rs. Cases in Law and Equity 287.

The King agt. ye. Parishoners of Wilby.

Curia — 30 Years possession of a Cottage is a Good Title agt. the Lord of the Mannor by vertue of the Statute of Limittacons if he should bring an Ejectment to recover possession.

Bayle.

By the Rules of the Kings Bench. A Bayle Bond cannot be sued till 14 dayes after the ret of the Original Writt

2:

Rent.

If the Clause of Reentry be for the Rent to be paid by the Space of 28. days next after the Rent day then you must make your demand upon the 28th day upon the most Notorious place of the Premises, and there continue till after Sun setting.

2dly. You may make your Entry the next day after the demand, but not before.

3dly. And then you may deliver your Ejectmt.

Vide Exor. about distraining after the Lessors death fo: 114. Turn over.

How the Exec^r: or Adm^r: of Ten^t: for life may distraine.

Executor. or Adm^r:

By y^e: Statute 32°: H: 8°: The Exec^r: or Adm^r: of Tennant for Life may distraine for Arrears of Rent after the Lessors Death.

I think that the Adm^r: of the Leass^r: is within the Remedy of the Statute 8°: Anne, And that the Goods and Chattles of the Tennant were not Eyable to be taken by vertue of the Execution Unless a Years Arrear of Rent had been paid to the Adm^r: (who stands in the Landlords place) before the Goods were removed off the premisses

E: Jefferyes —

April 30: 1714.

S^r: Philip York Attorney General was of Opinion That if Tennant for life dyes And his Undertenant is in Arrear of Rent; that the Executors or Adm^rs may distraine for such Arrears, but they can't sell pursuant to the Statute of the 2: Year of King W^m: and Q: M:

Vide fo: 132.
this on another head.

Fines.

In Compounding of ffines at the Alienation Office, you pay 10^s: when it is Marked at 5^l: p Ann^m 13^s: 4^d at 6^l: p Ann^m & so on & it's said then in the Chirograph of the ffine Centum & Viginti Solidi £6.

Observe, y^e: post ffine, is one Third part more than the prefine.

The prefine.

	£	s	d
£ A Messe in a Town. is	0	6	8
The post fine £ D^o: is being one third part more ..	0	10	0

L: Q: fo: 49. The ffine Sur Cognizance de Droit, &c. gives present Possession in Law of the Lands to the Cognisee, so that he needs no writt for Execution thereof And the Estate is thereby in Lieu, to Such Uses as are declared. 2 Inst. 513.

Affine

Anno Quarto H: Septimi Chap 24

How often Affine Levied in the Common pleas shall be read and proclaimed, and who then shall be bound thereby.

That after the Feast of Easter that shall be in the
149 Year of our Lord 1490 concludes as well privies as Strangers to the same Except Women Covert other than be parties to the said Affine, and every other Person then being within the Age of 21 Years in Prison or out of this Realm, or not of whole mind at the s: Affine levied not parties to such Affine

There must be an Actual Entry to barr ag.t Affine.

Writt of Error brought of A Judgment in Ejectment determined by the Death the Deft A new Hab fac proress is taken out without Suing A Sci fa. p Curr, The possession is only Suspended by the Writt of Error and that being abated an He fa poss. may be taken out before or after the Year without any Si fa. whoever be in possion by what Title so ever.

Note In A Sci fa to have Execution Payment is no Plea in discharge thereof it being ag.t Matter of Record cannot be A Discharge unless by matter of Record.

Abstract of the Statute 4.o Geo: 2.di

Enacted that in Case any Tenant for Life or any Term of Years, or other person comeing into possion of Lands and Tenements by Collusion with such Tennant, Shall willfully hold over any Lands or Tenem.ts after the Determination of such Term and Terms and after demand made, Or Notice in Writing given for the delivering the possion thereof by the Landlord, or Lessor, The Person so holding over shall pay double the Yearly Value, And the Defend.t in such Action shall give Special Bail, and have no Relief in Equity,

Church: and Churchwardens.

Monday the 7th of Dec: 1724. came on A Tryal before the Lord Chiefe Justice Pratt in Banco Regis: whether the Right of Choosing Churchwardens in the Psh. of Saint Olave Southwarke was in A Sett of People who call themselves A Select Vestry, Or in all the Parishioners paying Scott and Lott? And the Lord Chief Justice declared the Common Right to be in all the Parishioners; And that the pretence of Select Vestry men was an Usurped Power and Contrary to Law; And the Jury brought in their Verdict. That the right of Choosing Churchwardens was in the Parishioners.

Dec. 1724. There was a hearing in the Arches Court of Canterbury between Doctor Bennett Vicar of St. Gyles Cripplegate Appellant; & Philip Goodall & others Churchwardens of the said Parish in the year 1721. Respondents, The Case thus. The Churchwardens having for several years distributed the Sacrament Money, and other Moneys collected at the Church doors to Parishioners to ease the Parish rate, as thought fitt; A disagreem.t Arising about it, the Doctor possessed himself of the Sacrament money, and owned he had 60li in his hands; The Court ordered that the 60li should be brought into Court, That for the future there should be no Distribution of the Sacrament Money but Monthly, And that the Doctor as Vicar should distribute one Moyety thereof & the Churchwardens the other, each giving an Amt. to the other of the Persons names they design to give it to.

L: Legatee

1 W: & M: Ludlow Court taken away.

If a Legacy be devised by Will to be paid at the Age of 21 Years yet if that Legatee dye before; his Executor or Admr. shall be Intitled thereto, If Devise of a Legacy when the Person comes to 21 Years, otherwise.

Conon Neighbour By Will devised to his Nephew John Staverton 200li. and to Eliz: Staverton 100li which I will shall be paid to them upon their respective ages of 21 Years or days of Marriage which shall first happen, the Interest for their Maintenance Then Devises all his real Estate to A: and B: and their Heirs, Out of the Rents and profitts to raise Money to pay his Legacyes and Debts on Specialty, Then to Neighbour Staverton and his heirs: John and Elizabeth dyed Infants and Unmarryed.

Hill: 4o. Geo: 2di. In Canc. The Master of the

Rolls declared on hearing the Cause that at the time of the respective Deaths of John and Eliz: their respective Legacyes (being payable out of a Real Estate) sunk into the Reall Estate for the benefitt of the Devisee thereof Decreed Intt. for those Legacies from the Testators death to their Death; but as to the other Legacyes, Intt. from a year after his Death, altho' not said when to be paid —

Decreed ye. Estate to be sold to the best Purchasor to be Approved of by a Master, The Mortgages to be ffirst pd: next the Debts and Afterwards the Legacyes, and if not sufficient the Legatees to abate in proportion

1 Vern: 261: If a Legacy be bequeathed to a feme Covert, Payment of it to her alone is not good, And the Exer: shall pay it over again to the husband.

Wast.

Coob upon Littleton fo. 53.

If Glass Windows (tho' Glazed by the Tennant) are taken down or carryed away it is Waste: for the Glass is part of the

And so it is of Wainscotte, Benches, Doors, Windows Iron ards & fixed to the house.

Wast to Cutt or destroy Fruit trees in A Garden or Orchard, but not Waste to cut or destroy them in any other place.

Waste to Cutt down Timber Trees, Top them or do any Act whereby the Timber may decay.

Beech Tree Timber in those Countrys where it is used to build houses Cutting down of Willows, Beech, Birch, Aspe, Maple or the like standing in Defence and Safeguard of the house is Destruction.

A Quickset Hedge of Whitethorn if it be Stubbed up or destroyed this is Destruction.

Digging for Lime, Clay, Gravell, Brick, Earth, Stone or the like or for Mines Coal &c. (unless open at the Entry) and Gravel & Clay for repairs is Waste.

If the Tenant doth Waste, and he in the Reversion dyeth the Heir shall not have an Action of Waste for the Waste done in the life time of the Ancestor.

If a Feme Ten^t: for Life taketh a Husband, and he doth Waste and the Wife dyeth no Action of Waste lyeth ag^t. the Husband, but if she be a Lessee for Years, it shall be Waste in the Husband for the Law giveth the Term to him.

Trees to the Value of 3^s. 4^d. hath been adjudged Waste.

5 Writs for Wast, 2 by the Common Law. 3 by the Statutes

Uses.

Vide 27°: Hen: 8°. For the Statute for Transferring Uses into possession.

Way.

1st. Affootway, wth is called Iter quod est jus eundi vel ambulandi hominis, and this was the first way.

2d: Is affoote and Horseway called Actus abagendo, and is called Pack and Prince way.

3d: Is via or Aditus which contain the other 2, and also a Cart way, and is Twofold (Vizt:) via Regia the Kings highway for all men, Or Coth Strata & belonging to a City or Town or between Neighbours,

Note — ffor a Nusance in a Private way an Accon on the Case lyes, But for via Regia, an Indictment

Messuagium containeth, the buildings Curtelage Orchard and Garden.

fo. 56. If a Man hath a House near to my house and he Suffereth his house to be so ruinous As it is like to fall upon my house I may have a Writt de domo reparanda

Note. No Costs given upon Notice of Executg: Writt of Inquiry tho' not Executed 305

4 & 5. Wm: & M: If any Person after the 1st: May 1693. borrow any Money or for other Valuable Cons.n voluntarily give Acknowledge permitt or Suffer to be entered ag.t him one or more Judgm.t or Judgments Statute or Recognizance to any Person or Pers.s Creditor, And if such Borrower or shall take up Money of any other Person and for Security thereof shall Mortgage his Lands and Tenements and shall not give Notice to such Mortgagee of such Judgment Statute or Recognizance under his hand before the Creation of such Mortgage, And if such Mortgagor upon Notice to him given by the Mortgagee in Writing under his or their hands and Seals Attested by 2 or more Sufficient Witnesses of such former Judgment or shall not pay and discharge such Judgment or within 6 Months after procure the same to be vacated. The Mortgag.e his Heirs Exor.s & Adm.rs shall have no benefit or remedy ag.t the Mortgagee his Heirs in Equity or elsewhere for Redemption of the.r Lands & such Mortgagee to hold the same as fully to all Intents and Purposes as if the same had been purchased Absolutely and w.th out any Power or Liberty of Redemption.

And if any Person Mortgages his Land — a 2.d time without giving Notice to such 2.d Mortgagee as before, such Mortgagor to have no relief or Equity of Redemption ag.t such 2.d Mortgagee, And that such 2.d Mortgagee his Heirs Exor.s and Adm.rs shall have power to redeem any former Mortgage or Mortgages upon Payment of the Principal Debt Interest & Costs of Suits to the Prior Mortgagee or Mortgagees his or their Heirs Exor.s or Adm.rs

Malt and Brewing with unwholsome Materialls

1.st Anno fo (318.) If any Brewer Innkeeper, or Victual.r shall make use of any Sugar, Honey, Foreign Grains Guinea Pepper, Essentia, Cocculus Indica. Or any Unwholsome Materials with any Beer or Ale shall forfeit 20.l

Mortgage.

Tho: Butcher v Stapely & ad.

Case 357. 10th Feb.y Lord Chancellor. A Paroll Agreemt. for Purchase, and Possion delivered, Decreed to be performed against a Subsequent Purchasor with Notice, who had a Conveyance and paid his Money.

Modus.

Fitzgibons Rep.t fo: 238. } A Modus that every one Occupying Meadow or Pasture not sown, within the Parishes of A: & B: and not Inhabiting within the same should pay 4d. p Acre Yearly on Goodfryday in Lieu of the Tythes & Herbage, held good by L.d Chanc.r King & 2 Judges And that Modus's are real Compositions, run out into prescriptions, and so a good foundation must be presumed from the Length of time.

Scire facias.

Sci fa. is a Judicial writt going out of a Record — and lyes where one hath recovered Debt or damages and the party hath not sued out Execution.

It is for 2 Uses.

1st: To give notice to the Court that they be not surprized.

2d. To show Cause why he should not have Execution.

In personal Actions it ariseth — upon 2 things.

1st. Laches of time.

2d. Change of the parties to the Record

Observe If one hath Judgment in Debt — and upon it sues a Ca. sa. within the year and day tho' he do not prosecute it for 10 years, yet he may proceed thereupon without a Sci fa. for — a Writt of Execution once sued forth shall be — a Continual Claym.

Upon a Statute Marchant Staple & there needs no Sci fa. because grounded by other Acts of parliament.

An Exr. cannot have Execution within the year without a Sci fa. because not party to the Record and they not upon the first Judgt.; but he hath a Judgmt. upon the Sci fa. upon — which he goes.

In Banco Scire you need have but 1 Sci fa. but in Banco Regine 2 one ag. the pr the other against the Baile.

Note Execution sued after the year without a Sci fa. is not void but voidable by Error but Execution sued after Error brought is void.

If Writt of Error be brought and the Judgmt. is affirmed, Then this affirmance is a new Judgment & the Recov. may — have within the year after the affirmance an Execution without a Sci fa.

So it is if he be Nonsuited in the Writt of Error — for there alth' there is not any new Judgment — given in affirmance of the first yet the Writt of Error revives it.

Turn over

E Execution. or ffi ffarias.

2 Vernon fo. 314. } Where a Term is taken in Execution, if delivered over to the party, on Reversall of the Judgment, the Deft. shall be restored to the Term; But if the Term was sold to a Stranger, there, tho' the Judgment should be afterwards reversed, the party shall not be restored to the Term.

Upon a ffi fa the Sheriff may sell a Leasehold Estate for years. as what we call a Chattle Real.

Barrado.

L: 2d: Po: 67. A Bond of 500 l. to a Quaker, if the Obligor shall not appear at the Assizes, & then & there from day to day, & not depart the Court without Leave, shall be void. Plea, that the Obligor did appear & from day to day attended, but without Leave departed the Court, & did not return. Demurrer. Judgment for the Plaintiff. For the Obligor did appear & from day to day attended, but without Leave departed the Court, & did not return. Demurrer. Judgment for the Plaintiff. For the Obligor did appear & from day to day attended, but without Leave departed the Court, & did not return; but it is only in Generall; but what is the Nature of it does not appear. The Nature of Recognizances of Bail is stated by Hobart, Fol. 249. Plea, that the Plaintiff & Defendant agreed by Rule of Court, that the Defendant should pay the Plaintiff 40 l. by such a day, & that the Plaintiff should then enter a Common Appearance, & that the Defendant should plead to Issue by such a day, & that the Plaintiff should then declare, & that the Defendant should then rejoyn gratis, & that the Plaintiff should then demur in Law, & that the Defendant should then joyn in Demurrer, & that the Plaintiff should then have Judgment, & that the Defendant should then bring a Writ of Error, & that the Plaintiff should then assign Errors, & that the Defendant should then joyn in Error, & that the Plaintiff should then have Judgment, & that the Defendant should then bring a Writ of Error in Parliament

E Execution. or Fi. Facias.

2 Vernon fo. 314. } Where A Term is taken in Exemption, if delivered over to the party, On Reversall of the Judgment, the Def.t shall be restored to the Term; But if the Term was sold to A Stranger, there, tho' the Judgment should be afterwards reversed, the party shall not be restored to the Term.

Upon a Fifa the Sheriff may sell a Leasehold Estate for Years. as what we call a Chattlesfeq.

L: 2.s

Devise.

fo: 67. A Devise of 500.. to a Daughter, if she attain twenty one years of Age, or when she comes to that Age &c.a, here if she dies before, the Legacy is gone; But if it be to be paid her at the Age of twenty-one, then her Administrator shall have it. Devise of a Legacy or Lands &c.a the Legatee Marrying with Consent of the Exec.ts, if the Legacy be not given or Limitted over, on Marriage otherwise, it is only in Terrorem; but where the same is devised over, it shall go there. The use of a Chattel Personal may be given to one for Life, and thing it self afterwards to another: But the Thing can't be devised to a Man, with Remainder to others, Noys Max. 31-99. 2 Vent. 342. Finch Rep. 145. 1 Vern. 20. 2. Chanc. Rep. 28.

Mis-Oriented Page(s)

Letter of Attorney to receive a Legacy.

Know all Men by these presents That I John Tipping of Martley &c send Greeting — Whereas Tipping late of Wansworth in the County of Surry Innholder decd in and by his last Will and Testamt. in Writing bearing date the day of Did devise to me the said John Tipping a Legacy of 40.lb to be paid unto me the said John Tipping on the 8.th day of July 1747. by his Widow and Exec.te And of his said Will made and Constituted his Wife Sole Exec.te thereof As in & by the said Will relation being thereunto had may appear And Whereas such said Exec.te is since lately Married to I: P. of &c Now know Ye that I the said John Tipping Have made Ordained Constituted and appointed and by these presents Do make Ordain Constitute and Appoint Wm. Small pace of Great Chelsea in the County of Middlesex Tallow Chandler my true & lawfull Attorney for me

and in my Name and for my own proper use and benefit to ask demand and receive of and from the sd. the said Legacy of 40.lb so given and devised unto me the said John Tipping by the said Will of the said Tipping as aforesaid — And upon receipt thereof by, or payment thereof to my said Attorney A General Recd. or other sufficient discharge for the same for me and in my name to make Execute and deliver Hereby ratifying Confirming and Allowing whatsoever my said Attorney shall lawfully do in the premises In Witness &c.

Mis-Oriented Page(s)

112

a Mortgage to pay to J: J: his Exr. & Admr. the Money
That then & from and after such Payment thereof &
of 99 Years herein before limited shall cease &
be determined & the Mortgaged Estate hereby granted upon
the Determination thereof shall vest Instantly in
Mrs. herein contained &c. Cov.t for further &c. his heirs
Exrs. & Admrs. to J: J: his Exrs. & Admrs. that
the said J. C. his heirs Exrs. & Admrs. will pay to said
J: J: his Exrs. & Admrs. the Money.

Jo. Wood.

Deeds.

On the part & behalfe of the said H: H: his Exrs. Admrs. & assigns
Grant to: H: H: his Exrs. Admrs. & assigns All &c
Exception. to the said J: C: his heirs & assigns his Messe. to agree &
Habend.m Warrant &c
To have and To hold the said Messe. Lands before granted
unto H: H: his Exrs. Admrs. & assigns.
Redd.m Yielding & paying to said J: J: C: his heirs & assigns
Cov.t to pay the Rent. And the said H: H: doth for himself his heirs &
Admrs. & for every of them &c to & with his heirs & assigns
That he his Exrs. Admrs. or assigns shall pay to
the said his heirs Exrs. Admrs. & assigns the Rent
Rest of the Cov.ts. And also shall & will &c. Provisos if Rent
behind &c or if the said Exrs. Admrs. or assigns shall commit
any Breach &c

113.

Articles of Agreement made & Concluded upon the
Day & Year hereafter mentioned between Thomas
Parish of the Parish of Saint Mary Magdalen Bermondsey
in the County of Surrey Esqr. of the one part
and Richard Hall of the Parish of Saint Saviour
Southwark in the County of Surrey Gent. of the
other part as follows viz.

That the said Richard Hall his Exrs. Admrs. & assigns
shall & will from the Day of the Date hereof unto the
full End & Term of Seven Years from thence next
following fully to be Compleated & ended Serve the
said Thomas Parish his Exrs. Admrs. & assigns
in the Trade Mystery & Occupation of a Distiller
& Rectifier of Spirituous Liquors & Waters
& in such other Lawful Employments as he the said
Thomas Parish his Exrs. Admrs. & assigns shall
from time to time Employ him in Honestly
Orderly & Faithfully & shall & will Demean &
behave himself towards the said Thomas Parish
his Exrs. Admrs. & assigns & all his & their
Family & Relations during the said Term in all
things as a Faithful Servant ought to do

In Consideration whereof the said Thomas Parish
doth hereby for himself his Exrs. Admrs. & assigns
Covenant promise & Grant to & with the said
Richard Hall his Exrs. Admrs. & assigns that he
the said Thomas Parish his Exrs. Admrs. & assigns
shall & will during the said Term pay unto the
said Richard Hall his Exrs. Admrs. & assigns
the Sum of Twenty Pounds of Lawful Money
of Great Britain for the first Year of the said
Term & the Sum of Twenty five Pounds of
Lawful Money of Great Britain for each of the
other Six Years of the said Term at the Dwelling
House of the said Thomas Parish in the Parish
of Saint Mary Magdalen Bermondsey aforesaid
by Equal Quarterly Payments the first Payment
thereof to be made on the Day of the Date hereof
And the said Thomas Parish doth hereby for
himself his Exrs. Admrs. & assigns Covenant
promise & Grant to & with the said Richard
Hall his Exrs. Admrs. & assigns that he the
said Thomas Parish his Exrs. Admrs. & assigns
shall & will during the said Term find & provide
for the said Richard Hall his Exrs. Admrs. &
assigns sufficient Meat Drink Washing & Lodging
fit & convenient for such a Servant

And the said Richard Hall doth for himself his
Exrs. Admrs. & assigns Covenant promise & Grant
to & with the said Thomas Parish his Exrs.
Admrs. & assigns that he the said Richard Hall
his Exrs. Admrs. & assigns shall & will during
the said Term Serve the said Thomas Parish his
Exrs. Admrs. & assigns in the Trade Mystery &
Occupation of a Distiller & Rectifier of Spirituous
Liquors & Waters & in such other Lawful
Employments as he the said Thomas Parish his
Exrs. Admrs. & assigns shall from time to time
Employ him in Honestly Orderly & Faithfully
& shall & will Demean & behave himself towards
the said Thomas Parish his Exrs. Admrs. &
assigns & all his & their Family & Relations
during the said Term in all things as a Faithful
Servant ought to do

In Witness whereof the said Parties to these
Presents have hereunto Interchangeably set their
Hands & Seals this 27th Day of April
Anno 1748.

Mis-Oriented Page(s)

Certificate

Wee whose Names are hereunto Subscribed being the Minister and Churchwardens of the Parish and Parish Church of Holy Cross Parshore in the County of Worcester Do hereby Certifye that Mary the Now Wife of James Invey of the s.d Parish of Holy Cross Cooper, late the Wife of John Nokes of the ~~of the~~ said Parish of Holy Cross Pershore Yeoman dected and Daughter of ~~Edward~~ Robert Steynor heretofore of Droitwich in the County of Worcester Esq.r dected is now living In Testimony Whereof we have hereunto set our hands the 27.th day of April 1742.

Notice of Appealing at the 2.e Sessions.

To the Chapelwarden & Overseers of the Poor of the Chapelry of Norton near Kemsey in the County of Worcester.

Take Notice that we intend to Appeal at the next Gen.l Quarter Sessions of the Peace for the s.d County of Worcester ag.t an Order of Two Justices of the Peace for the Removeal of Hen: Roper Frances his Wife and Sam.l their Child from the s.d Chapelay of Norton to the Parish of St. Peter in the City of Wor.ter Witness our hands this 20.th June 1741.

113.

112

a Assignee to pay to J: J: his Ex.t & Adm.t the Money That then e from and after such pay at the s.d Term of 99 Years hereinbefore limited Shall Cease & Be determined & the Contingent Estate Depositant upon the determination thereof shall vest Instantly any thing herein contained &c. Cov.t for J: C: his heirs Ex.t e Adm.t to J: J: his Ex.t e Adm.t that I.d J: C: his heirs Ex.t e Adm.t will pay to s.d J: J: his Ex.t e Adm.t & Money.

In Witness.

Seas.

On the part & behalfe of the s.d H: H: his Ex.t Adm.t e Ass.t

Grant to: H: H: his Ex.t Adm.t e Ass.t All &c

Reception. to the s.d J: C: his heirs e Ass.t e his Heir Sev.ts Agents & Workmen &c

Habend.m To have and To hold the s.d Messrs (Lessors before Recorded) unto H: H: his Ex.t Adm.t e Assigns.

Redend.m Yield e pay to s.d J: C: his heirs e Ass.t

Cov.t to pay the Rent. And s.d H: H: doth for himself his heirs Ex.t e Adm.t e for every of them &c to Lessor his heirs e Ass.t That Lessee his Ex.t Adm.t or Ass.t shall pay to Lessor his heirs Ex.t Adm.t or Ass.t the Rent.

Rest of Sta.ts Cov.ts And also shall e will pay Provisoe if Rent be kind &c or if Lessee his Ex.t Adm.t or Ass.t shall Committ any breach &c Lessors Consent [illegible]

wch the Appurts called Overcarby · set forth & pawly
all which said premiss are situate lying & in &c —
and are now in the possion of the^s J: C: & his Ass^ts &
all other the Messuages Lands Tenem^ts & hereditam^ts of
the mann^r of J: C: & E: his wife or either of them in &c. with
Powr & where of or wherein they or either of them are seized
of any Estate of Inheritance by such Apt & Convenient Name
& Name Quantity & description as shall be the^t proper
& requisite And it is also covenanted agreed & declared by &
between all the^s parties to these presents y^t y^e^r^d Mess^e
to be held & enjoyed as afores^d & all & every Mess^e & premiss
to be held & enjoyed of the p^rmises either apart or jointly —
with any other Lands or Tenem^ts by & between the parties
to these presents or any of them or wherunto they or any a
either of them shall be parties shall be & inure & shall be
adjudged & deemed & taken to be & inure & be construed in
such Mess^e & Mess^e & all & every other person whatsoever that
by from or with the^s Mess^e shall be seized of the afores^d. —
Messuage Land Tenem^ts & hereditam^ts & premiss shall
stand & be seized thereof & of every p^t thereof To & to the use —
herein after mencioned that is to say To the use & behoof
of the^s J: J: for & during the Term of 99 years determinable

nevertheless according to the true meaning of the proviso —
herein contained & from & after the end or other
Determination of the^s Term Then To the use & behoof
of the^s J: C: & E: his wife for & during the Term of
their natural lives & the life of the longer liver of them
& from & after the Determination of ~~their~~ the
~~To the use & behoof of the^s J: C: & E: his wife for~~
~~during~~ that Estate by the Death of the said^s of them
the^s J: C: & E: his wife Then y^e^s Richd Holloway &
his heirs shall stand remain & be seized of all &
sing^r y^e^s Messuages Lands Tenem^ts & premiss To & use
& behoof of such person or persons for such
Estate or Estates as she the^s Eliz^th whether sovert
or sole by any Deed or Deeds to be by her & sealed in
the presence of 2 or more Credible Witnesses or by her
Last Will in writing or any writing purporting
to be her Last Will by her signed in the presence of
3 or more Credible Witnesses shall limit Will direct or
Appoint & for & Concerning the same and for want of such
Disposition of the^s premiss by her the^s E: Corbet as afores^d
by Deed or Will Then to the use & behoof of ye right heirs
of the^s E: Corbet for ever. Provided Alw^ys J: C: his Ex^rs Adm^rs

Mis-Oriented Page(s)