

1864 August 15 th	SUB MORTGAGE: Mr. Sam. Wilkinson Jr. Wm. Shutt	
1865 June 28 th	SECURITY: Mr. Joseph Cooper to Mr. Samuel Wilkinson Jr.	
1868	Copy ABSTRACT of the TITLE	
1868 March 11 th	AGREEMENT: Joseph Upton with P. T. Eddowes	
1869 August 16 th	SUCCESSION DUTY A/C.	
1869 September 30 th	ATTORNMEN of TENANCY: Joseph Upton to Miss Maria Stokes	
1869 September 30 th	TRANSFER of MORTGAGE: Mr. Joseph Upton & others to Maria Stokes	
1872 December 30 th	FURTHER CHARGE: Joseph Upton to Maria Stokes	
1874 March 30 th	FURTHER CHARGE: Joseph Upton to Maria Stokes	
1875 March 1 st	MORTGAGE: Joseph Upton to Thomas Marlow }	} Duplicate notices to 1 st Mortgagee of these securities
1876 August 15 th	FURTHER CHARGE: Joseph Upton to Thomas Marlow }	
1877 February 19 th	FURTHER CHARGE: Same to same }	
1877 December 12 th	FURTHER CHARGE: Same to same }	
1878 December 12 th	FURTHER CHARGE: Same to same }	
1880 February 5 th	FURTHER CHARGE: Same to same }	
1881 December 21 st	FURTHER CHARGE: Same to same }	
1882 November 15 th	WRIT of SUMMONS: Marlow v Upton	
1883 February 1 st	STATEMENT of CLAIM:	
1883 March 10 th	STATEMENT of DEFENCE:	
1883 May 16 th	REPLY:	
1883 June 6 th	REJOINDER: (Copy)	
1884 March 4 th	ORDER nisi for foreclosure	
1884 August 9 th	Off. Copy CERTIFICATE	
1885 March 24 th	ORDER Absolute for foreclosure	
1899 June 9 th	TRANSFER of MORTGAGE: Maria Stokes & Another to Rebe Mabel Marlow	
1899 June 14 th	TRANSFER of MORTGAGE: Miss R. M. Marlow to Messrs. Hy. Copson, Peake, Gordon Murray Amith and George F. Darwall Smith	

1904 November 22 nd	Copy CONVEYANCE: Mrs Rebe Mable Smith to Henry Copson Peake Es. & others
1911 March 14 th	CERTIFICATE of the CONTRACT for the redemption of Land Tax.
1911 March 21 st	RECEIPT for consideration money
1920	ABSTRACT of TITLE
1921 April 2 nd	CONVEYANCE: Mrs. R. M. Murray SMITH & Her Trustees to Messrs. Sm. Simkins & Joseph O. Simkins
1921 April 4 th	MORTGAGE: Messrs. Wm. Simkins & J. O. Simkins to Mr. Geo. Hodgkins
1922 August 4 th	RECONVEYANCE: Mr George Hodgkins to Messrs. William & J. O. Simkins
1922 August 5 th	MORTGAGE: Messrs. Wm . & J. O. Simkins to Robert B. Colbourne
1922 December 29 th	FIRE INSURANCE POLICY No. 14401944 for £1000 in Sun Office.

RECEIVED this 1st day of *December* 1941

from T. Oswald Moseley, Solicitor, Lichfield the
 undermentioned Deeds and Documents relating to freehold
 land situate in Castle Lane, Stonnall in the County of
 Stafford.

BUNDLE of OLD DEEDS.

- | | |
|-------------------------------------|---|
| 1904.
22 nd November. | COPY CONVEYANCE – Mrs. Rebe Mabel Smith to Henry Copson Peake Esq. and others. |
| 1921.
2 nd April. | CONVEYANCE Mrs. R. M. Murray Smith and her Trustees to Messrs. Wm. Simkins and Joseph O, Simkins |
| 1921.
4 th April. | MORTGAGE – Messrs. Wm. Simkins and J. O, Simkins to Mr. George Hodgkins with RECONVEYANCE endorsed thereon dated 4 th August, 1922. |
| 1922.
5 th August. | MORTGAGE – Messrs. Wm. and J. O. Simkins to Mr Robert B. Colbourne. |
| 1927.
4 th October. | TRANSFER of MORTGAGE – Messrs. Wm. and J. O. Simkins and their Mortgagee to Messrs. Joseph Brown and Herbert Russell. |
| 1930.
22 nd May. | TRANSFER of MORTGAGE – Mr. Herbert Russell to Messrs. H. and G. S. Russell. |
| 1930.
28 th November. | TRANSFER of MORTGAGE – Mr. George Shipton Russell To Messrs. G. S. and H. H. Russell. |
| 1933.
26 th January. | TRANSFER of MORTGAGE – Messrs. G. S. and H. H. Russell to Messrs. G. S. Russell and W. H. Moore with VACATING RECEIPT endorsed thereon dated 15 th April 1941. |
| 1941. | ABSTRACT of the TITLE of Messrs. W. and J. O. Simkins. |
| 1941.
21 st November. | LOCAL LAND Registry Search Certificate No. 1960. |
| 1941.
24 th November. | H. M. LAND REGISTRY Search Certificate No. 127885/41. |

(P.T.O)

1941.
26th November.

CONVEYANCE – Messrs. Wm. & J. O. Simkins
To Mrs. Gladys Selina Gilson.

Additional Documents Not Listed:

- 64 1741 May 13th LEASE (?) in trust for her Son. Mrs. Jordan to Ed. King
- 65 1813 June 14th SALE OF LAND NOTICE- under the Shenstone enclosures Act to
& Mr John Moss.
- 66 1813 July 9th RECEIPT for purchase of land by John Moss.
- 67 1816 May 23rd LEASE for possession of. Mr John Moss and others to William Tennant Esquire.
- 68 1817 October 8th LEASE to vest possession. The Devisers(?) and Representatives of the Late Mr John Moore deceased to William Tennant Esquire.
- 69 undated (after 1844 March 25th) EPITOME OF TITLE
- 70 1855 March 21st Copy BIRTH CERTIFICATE of Edward Pennefather Wade Browne.
&
- 71 1855 March 27th DECLARATION NOTE – confirming the marriage of Wade Browne with Anne Pennefather by William West, Rector.
- 72 **82 June 26th INCLOSURE – WALSALL WOOD traced at the Inclosure Office from the inclosure map.
- 73 1877 February 19th FURTHER CHARGE – Letter to Miss Maria Stokes from Thomas Marlow.
- 74 1922 August 4th RECEIPT of Messrs. H. Russell & Son for the principle and interest on Mortgage from Messrs. W. & O. Simkins to Mr George Hodgkins.
- 75 1966 December 19th Sand and Gravel Extraction APPEAL Dismissal – (Inquiry: 16-18th November 1966) by Hoveringham Gravels Limited and Staffordshire County Council, Aldridge-Brownhills Urban District Council. APP/760A/A/9064. Inspector A. G. Harcourt.
“Gorse Farm ceased to exist as an agricultural holding some time ago, and there is no agricultural objection to the proposal. It was bought by Taywit Industries Limited with whom the appellant company have entred into an option agreement.....”

51th Geo. 3rd } *By an Act of Parliament* entitled "An Act for
 Royal Assent } inclosing the commons and Waste Lands in the Townships
 22 March 1811 } or Hamlets of Over Stennall and Lynn Lower Stennall
 and Thornes Shenstone Wood End and Featherley Little
 Hay Chesterfield and Little Aston in the Manors of Shenstone and Littles
 Aston in the Parish of Shenstone in the County of Stafford."

Reciting that by an Act passed in the 41st year of the
 reign of His then present Majesty entitled "An Act for consolidating
 in one act certain provisions usually inserted in Acts of Inclosure
 etc. for facilitating the mode of proving the several facts usually
 required on the passing of such acts.

It was amongst other things Enacted that Robert Harvey Wyatt of
 Barton under Needwood in the County of Stafford Gentleman and
 Thomas Eagle of Allesley otherwise Ansley in the County of Warwick
 Gentleman and their Successors to be appointed in manner therein
 mentioned should be and they were thereby appointed Commissioners
 for dividing allotting and inclosing the said Commons and Waste
 Lands and for carrying that act and the said recited act into
 execution subject to such directions and provisions as were thereafter
 contained in that behalf and also with and subject to such of the
 powers authorities directions clauses and provisions contained in
 the said Act of the 41st of His then present Majesty thereinbefore
 mentioned or referred to as were not altered varied or otherwise
 provided for in and by that Act.

Also that the said Commissioners should (after the Roads drains
 and allotments for Stone Sand & Gravel Pits and Marl Pits
 shed. have been set out in pursuance of that act and the sd.
 Act 41st of His late Majesty and after the Lands for Sale should
 have been set out as aforesaid) set out allot and award unto
 the said William Tennant as Lord of the said Manors of Shenstone
 and Little Aston aforesaid in compensation for the soil of the sd.
 Commons and Waste Lands thereby intended to be enclosed so
 much and such part or parts of the residue of the said Commons and
 Waste Lands as were therein after mentioned (that is to say) so
 Much and such part or parts of the residue of the said Commons
 or parcels of waste Land called Over Stennall Common and

Castle Bank (quantity quality and situation considered) as in the judgement of the said Commissioners should be equal in value to one fourteenth part of the residue of the said Commons and Waste Lands called Over Stennall Common and Castle Bank inclusively of such yearly rent or sum as was payable by the Company of Proprietors of the Wyrley and Essington Canal Navigation for such part of the said Commons called Over Stennall Common and Castle Bank as had been taken or used for the purposes of the said Navigations and so much or such part or parts of the residue of all other the said other commons and Waste Lands respectively thereby intended to be enclosed (quantity quality and situation considered) as in the judgement of the said Commissioners should be equal in value to one fifteenth part of the residue of all the said other Commons and Waste Lands respectively intended to be enclosed by virtue of that act over and above and exclusive of such shares and allotments of the said Commons and Waste Lands or the residue thereof as were to be allotted to him in lieu of and for his right of Common and Pasture or other rights on the said Commons and Waste Lands.

Also that after the aforesaid several allotments should have been made and set out according to the residue therein before mentioned the said Commissioners should then divide assign set out and allot all the residue and remainder of the Lands and Grounds intended by that act to be divided and allotted into and amongst the several owners of Messuages and Lands in the said several Townships Hamlets or Liberties of Over Stennall and Lynn Lower Stennall and Thornes Shenstone Wood End and Featherley Little Hayes Chesterfield and Little Aston respectively according to their several and respective rights and interests and in such shares and proportions as the sd.

Commissioners should adjudge and determine to be proportionate to the value of and a full compensation and satisfaction to him her and them respectively for his her and their respective rights and interests in to over or upon the said Common and Waste Lands respectively by that act directed or intended to be divided and allotted.

Also that it should and might be lawful for the said Commissioners to set out allot and award any Allotment or Allotments to be made by virtue of that act or any Lands Tenements or hereditaments whatsoever within the said Parish of Shenstone in lieu of and in exchange for any other Lands Tenements or hereditaments whatsoever within the said Parish or within any adjoining Parish Hamlet or Place provided that all exchanges were ascertained specified or declared and in the award of the said Commissioners and were made with the consent of the Owner or Owners Proprietor or Proprietors of the Allotments Lands Tenements or Hereditaments which should be so exchanged whether such Owner or Owners Proprietor or Proprietors should be a Body or Bodies Politic Corporate or Collegiate or a Tenant or Tenants in fee simple for life or in fee tail General or Special or by the courtesy of England or for years determinable on any life or lives or with the consent of the Guardians Trustees Feeffees for charitable or other uses Husbands Committees or Attorneys of or acting for any such Proprietors or Owners as aforesaid who at the time of making such exchange or Exchanges should be respectively be Infants Feines Covert Lunatics or under any other legal disability or who should be beyond the Seas or other wise disabled to act for himself herself or themselves such consent to be testified in writing under the Common Seal of the Body Politic Corporate or Collegiate and under the hands of the other consenting parties respectively and all and every such exchange and Exchanges so to be made should be good valid and effectual in the law to all intents and purposes whatsoever **Provided** nevertheless that no exchange to be made of any Lands Tenements or Hereditaments held in right of any Church Chapel or other Ecclesiastical Benefice without the consent (testified as aforesaid) of the Patron thereof and of the Bishop of the Diocese in which such Lands Tenements hereditaments so to be exchanged shall lie or be situated *Also* that nothing in that act contained should extend to revoke make void impeach annul alter or prejudice

any settlement will mortgage or Deed or other instrument whatsoever or to prejudice any person or persons having any right to or claim dower jointure rent service debt charge or incumbrance whatsoever in to or out of upon or affecting any Messuage Lands Tenements or Hereditaments which should be allotted or exchange or whereof partition should be made in pursuance of that act or the said act but that the several Messuage Lands Hereditaments and other Estates so to be assigned or allotted or given in exchange or upon Partition should from and after the making of such allotments Exchanges and Partitions be remain and enure and be held and enjoyed and the several persons to whom the same should be assigned and allotted or given in exchange or upon Partition as aforesaid should from henceforth stand and be seized and possessed thereof respectively to such and the same uses and for such and the same estates and with such and the same powers and authorities for making Leases or otherwise and subject to the same wills Limitations Conditions settlements uses trusts powers provisions rents debts charges and incumbrances as the several Messages Lands tenements or other hereditaments in respect or in lieu whereof such allotments or Exchanges or Partitions should be respectively made were and stood severally limited or subject and liable unto at the time of making such allotments or exchange or Partitions respectively.

17 Sept. 1818 *By an Award* in writing of this date under the hands and seals of the said Robert Harvey Wyatt and John Eagle then late for the City of Coventry but then of Allesley otherwise Ansley aforesaid Gentleman the Commissioners nominated and appointed as therein set forth for dividing allotting and enclosing the Commons and Waste Lands in the Townships or Hamlets of Over Stennall and Lynn Lower Stennall and Thornes Shenstone Wood End and Featherley Little Hay Chesterfield and Little Aston in the Manors of Shenstone and Little Aston in the Parish of Shenstone under or by virtue of the powers and authorities contained in

the before abstracted act of Parliament the sd. commissioners did thereby award set out allot and appoint.

In Lower Stennall and Thornes

Unto and for William Tennant Esqre. as Lord of the Manor of Shenstone aforesaid One Plot or Parcel of Land on Druid Heath No. 18 containing 5a. 2r. 20p bounded by the old Chester Turnpike Road by allotment No. 16 to the said William Tennant by ancient enclosures belonging to the said William Tennant and by the Parish of Aldridge. To fence next the sd. Turnpike Road and next the said Parish of Aldridge east described allotment contg. 5a. 2r. 20p was together with the allotments of cottages and Encroachments thereinap. mentd. in the judgemt. of them the sd. Comm^{rs} a full equivalent compensation & satisfactn. to the sd. Willm. Tennant as Lord of the sd. Manor of Shenstone for the soil of the Commons and Waste Lands in the sd. Townships of Lower Stennall and Thornes by the sd. first recited Act directed to be divide and inclosed.

To the sd. William Tennant One Plot or parcel of Land on Druid Heath No. 21 containing 26a. 3r. 8p bounded by the Old Chester Turnpike Road by the Aldridge and Lower Stennall Road by the Parish of Aldridge and by the Township of Over Stennall and Lynn. To fence next the sd. Turnpike Road and next the sd. Aldridgenand Lower Stennall Road.

Exchanges

That the sd. Comm^{rs} in further execution and exercise of the Powers and authorities by the sd. Act vested in them did hereby set out allot and award the sevl. & respective Exchanges of the Messe^s Lands Tenements & heredit. mentd. and set forth in the 4th. Schedule thereunder written and particularly described or delineated in the map or Plan thereunto annexed with the consent Clay Pit Croft of the respective Owners or Proprietors of the same Messe^s Lands Tenements and Heredit. which had been so exchanged as aforesaid testified to the sd. Comm^{rs} by writing under the hands of such Owners

and Proprietors And they did order and direct that all cost charges and expenses attending the making of such Exchanges as aforesaid shod. be borne and paid by the sevl. persons who had made such Exchanges as aforesaid.

The 4th Schedule referred to in the above Abstract Award

<u>Exchanges</u>									
No. on Map	Names and premises	Quantities			No. on Map	Names and premises	Quantities		
		A	R	P			A	R	P
	From Jos. Eld to the sd. <u>William Tennant</u> In Over Stennall and <u>Lynn</u>					From the said <u>William Tennant</u> to Jos. Eld In Over Stennall and <u>Lynn</u>			
16	Clay Pit Croft	2	1	23	100	Slang	3	3	13
23	Walball Wood Piece	4	0	12	pt. 109	Part of upper Flat	5	1	30
113	Hill Field	3	3	30	pt. 110	Part Birds Flat	6	1	25
115	Little Hill Field	2	3	30	122	Wyatts Piece	2	1	24
119	Rachells Piece	9	2	29		The Fence dividing upper Flat and Birds Flat to be made by sd. <u>William Tennant</u>			
2	Allotment on } Over Stennall } Common }	1	1	2					
		<u>24</u>					<u>21</u>		
			1	6				0	12

51st Geo. 3rd } By an Act of Parliament entitled "An Act for
Royal Assent } inclosing the commons and Waste Lands in the Townships
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reign of His then present Majesty entitled "An Act for consolidating
in one act certain provisions usually inserted in Acts of Inclosure
etc. for facilitating the mode of proving the several facts usually
required on the passing of such acts.

It was amongst other things **Enacted** that Robert Harvey Wyatt of
Barton under Needwood in the County of Stafford Gentleman and
Thomas Eagle of Allesley otherwise Ansley in the County of Warwick
Gentleman and their Successors to be appointed in manner therein
mentioned should be and they were thereby appointed Commissioners
for dividing allotting and inclosing the said Commons and Waste
Lands and for carrying that act and the said recited act into
execution subject to such directions and provisions as were thereafter
contained in that behalf and also with and subject to such of the
powers authorities directions clauses and provisions contained in
the said Act of the 41st of His then present Majesty thereinbefore
mentioned or referred to as were not altered varied or otherwise
provided for in and by that Act.

Also that the said Commisioners should (after the Roads drains
and allotments for Stone Sand & Gravel Pits and Marl Pits
shod. have been set out in pursuance of that act and the sd.
Act 41st of His late Majesty and after the Lands for Sale should
have been set out as aforesaid) set out allot and award unto
the said William Tennant as Lord of the said Manors of Shenstone
and Little Aston aforesaid in compensation for the soil of the sd.
Commons and Waste Lands thereby intended to be enclosed so
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Waste Lands as were therein after mentioned (that is to say) so
Much and such part or parts of the residue of the said Commons
or parcels of waste Land called Over Stonnall Common and

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Castle Bank (quantity quality and situation considered) as in the
judgement of the said Commisioners should be equal in value to one fourteenth
part of the residue of the said Commons and Waste Lands called
Over Stonnall Common and Castle Bank inclusively of such yearly
rent or sum as was payable by the Company of Proprietors of the
Wyrley and Essington Canal Navigation for such part of the said
Commons called Over Stonnall Common and Castle Bank as had
been taken or used for the purposes of the said Navigations and so
much or such part or parts of the residue of all other the said other
commons and Waste Lands respectively thereby intended to be
enclosed (quantity quality and situation considered) as in the
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to revoke make void impeach annul alter or prejudice

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any settlement will mortgage or Deed or other instrument whatsoever or to prejudice any person or persons having any right to or claim dower jointure rent service debt charge or incumbrance whatsoever in to or out of upon or affecting any Messuage Lands Tenements or Hereditaments which should be allotted or exchange or whereof partition should be made in pursuance of that act or the said act but that the several Messuage Lands Hereditaments and other Estates so to be assigned or allotted or given in exchange or upon Partition should from and after the making of such allotments Exchanges and Partitions be remain and enure and be held and enjoyed and the several persons to whom the same should be assigned and allotted or given in exchange or upon Partition as aforesaid should from henceforth stand and be seized and possessed thereof respectively to such and the same uses and for such and the same estates and with such and the same powers and authorities for making Leases on otherwise and subject to the same wills Limitations Conditions settlements uses trusts powers provisoes rents debts charges and incumbrances as the several Messuages Lands tenements or other hereditaments in respect or in lieu whereof such allotments or Exchanges or Partitions should be respectively made were and stood severally limited or subject and liable unto at the time of making such allotments or exchange or Partitions respectively.

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the before abstracted act of Parliament the sd. commissioners did thereby award set out allot and appoint.

In Lower Stonnall and Thornes

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for the soil of the Commons and Waste Lands in the sd. Townships of Lower Stonnall and Thornes by the sd. first recited Act directed to be divide and inclosed.

To the sd. William Tennant One Plot or parcel of Land on Druid Heath No 21 containing 26a. 3r. 8p bounded by the Old Chester Turnpike Road by the Alderidge and Lower Stonnall Road by the Parish of Aldridge and by the Township of Over Stonnall and Lynn. To fence next the sd. Turnpike Road and next the sd. Aldridgenand Lower Stonnall Road.

Exchanges

That the sd. Comm^{rs} in further execution and exercise of the Powers and authorities by the sd. Act vested in them did hereby set out allot and award the sevl. & respective Exchanges of the Messe^s Lands Tenements & heredit. mentd. and set forth in the 4th. Schedule thereunder written and particularly discribed or delineated in the map or Plan thereunto annexed with the consent Clay Pit Croft of the respective Owners or Proprietors of the same Messe^s Lands Tenements and Heredit. which had been so exchanged as aforesaid testified to the sd. Comm^{rs} by writing under the hands of such Owners

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and Proprietors And they did order and direct that all cost charges and expenses attending the making of such Exchanges as aforesaid shod. be borne and paid by the sevl. persons who had made such Exchanges as afsd.

The 4th Schedule referred to in the above Abstract Award

Exchanges

No on Quantities Map	Names and premises	Quantities A R P	Map	No on Names and premises
	From Jos: Eld to the			From the said William
	sd. <u>William Tennant</u> In Over Stonnall and <u>Lynn</u>			Tennant to Jos: Eld In Over Stonnall and <u>Lynn</u>
3 3	16 Clay Pit Croft	2 1	23	100 Slang
8 1	23 Walsall Wood Piece	4 0	12	pt.109 Part of upper Flat
25	113 Hill Field	3 3	30	pt. 110 Part Birds Flat 6 1
24	115 Little Hill Field	2 3	30	133 Wyatts Piece 2 1
upper	119 Rachells Piece	9 2	29	The Fence dividing
2	Allotment on }			Flat and Birds Flat to be

Dated 9th October - 1817

The Executors and Representatives
of the late Mr John Moore
deceased.....
~~~~~ to ~~~~~  
William Tennant Esq-r

Conveyance in  
free of Lands and Heredits  
on Over Stonnall in the Parish  
of Shenstone in the County  
of Stafford . & .

*Signed* sealed and delivered by the within named

*Elizabeth Spencer in the presence of* him

*Ino. Heeley Atty Walsall*

*Edw~d Boyer Hathern Leicestershire*

*Signed Sealed and Delivered by the within named* \_\_\_\_\_ }

*Richard Spencer William Enser William Dickinson Thomas Robinson* }

*William Dawkins Thomas Fester John Stanton and William Haines* }

*in the presence of* \_\_\_\_\_

*Ino. Heeley Atty Walsall*

*Ino. Warren Paget*

*Signed sealed and delivered by the within* }

*named Frances Spencer in the presence of* }

*Rob~t.....*

*Clk to* Melprs *Paget & Smith*

*Signed sealed and delivered the* }  
*within named Cliff. Ashmore George* }  
*Austin Christopher Scott and* }  
*Jane Austin in the presence of* }

*Robert Lanning Clerk to*  
*Mr Ashmore*  
*George Scott No 8 Brownlow*  
*Street Holborn*

*Signed sealed and delivered by the within* }  
*named Mary Spencer in the presence of* }  
*Ino. Warren Paget*

# Received

on the day of the date of the within written

Indenture of and from the within named William Tennant the Sum

of Nine Hundred and fifteen pounds and ten shillings being the full

consideration Money within expressed to be by him paid to us

respectively in the proportions and in manner as within

particularly mentioned and expressed witness our Hands.

£ 915. 10. 0

Witness to the signing hereof by the said

William Haines Richard Spencer

William Ensor William Dickenson Thomas

Robinson and John Stanton.

Ino. Keeley

Ino. Warren Paget

Witness to the signing by the

Said Cliff Ashmore

Robert Lanning

George Scott

William Haines

Richard Spencer

William Ensor

Wm Dickenson

Tho Robinson

Ino Stanton

Cliff Ashmore

[stamp of *GR* monogram and GR

and numbered 52 and 81]

**This Indenture** of Eleven Parts made the ninth x x x day of October x in the fifty seventh  
Year of the Reign of our Sovereign Lord George the Third by the Grace of God of the United Kingdom  
of Great Britain and Ireland King defender of the Faith And in the Year of our Lord One thousand  
eight hundred and seventeen **Between** *Richard Spencer* of Sharestone in the County  
of Leicester Gentleman *William Enser* of Boccheston in the same County farmer *William  
Dickinson* of Emycross in the same County Gentleman and *Thomas Robinson* of Welbourne in the same County farmer (trustees for Sale under the Indentures of Lease  
and Release of the ffourteenth and ffifteenth days of March One thousand eight hundred and sixteen hereinafter recited for undivided Seventh parts of and in the lands and  
Hereditaments hereinafter mentioned and intended to be hereby released ) of the first part, the said *Richard Spencer* who at the date of the said Indentures of Lease and Release  
of the ffourteenth ffifteenth days of March one thousand eight hundred and sixteen and seized to him and his Heirs fee of two of the said four undivided seventh Parts to wit. as Eldest Son and  
Heir at Law of his ffather *Richard Spencer* late of Shareston aforesaid Grazier deceased xx who was one of the original Devisers in remainder thereof under the Will of *John Moore*  
hereafter recited and was also oldest Brother and the heir at Law of *William Spencer* one other such Devisors, and *Frances* his wife of the second part *Mary Spencer*  
of Boccheston aforesaid Widow (a deviser for Life of one other of the said ffour undivided Seventh parts under the hereinafter recited Will of *Frances Spencer* deceased) of the  
third part The said *William Enser*, *William Dawkins* of Sibson in the County of Leicester farmer and *Thomas Forster* of Appleby in the County  
of Leicester farmer (Devisers in remainder expectant upon the decease of the said *Mary Spencer* as Tenants in Common in fee of the last mentioned seventh parts under  
the hereinafter recited Will and Codical of the said *Francis Spencer* in the proportions following that is to say the said *William Enser* being recited to two Shares and the said *William  
Dawkins* and *Thomas Forster* to one share each of the same seventh part) of the fourth part *Elizabeth Spencer* of Hathern in the said County of Leicester Widow and  
Deviser in fee named in the last Will and Testament of *John Spencer* of Hathern aforesaid Yeoman who was a Deviser in fee under the said Will of the said *John Moore* of the  
other or remaining our undivided seventh part of the four hereinafter mentioned seventh parts) of the fifth part *John Stanton* of Appleby aforesaid farmer and the  
said *William Dickinson* (Trustees for Sale under the Will of *Sarah Moore* deceased hereinafter recited of one other undivided seventh part of and in the Lands  
and Hereditaments hereinafter mentioned and intended to be hereby released) of the sixth part. The said *Thomas Robinson* and *William Haines* of  
Welbourne aforesaid Hosier (Trustees for Sale under the hereinafter recited Will of *Samuel Robinson* deceased of one other undivided seventh part of and in the

Lands and Hereditaments hereinafter mentioned and intended to be hereby released) of the seventh part *Cliff Ashmore* of Henrietta Street Covent Garden in the County of Middlesex Gentleman ( a Trustee for Sale under the hereinafter recited Will of Abraham Austin deceased of the remaining one undivided seventh part of and in the Lands and Hereditaments hereinafter mentioned and intended to be hereby released) of the eighth part *George Austin* of Gutter Lane in the City of London Haberdasher and *Christopher Scott* of Brownlow Street Holborn in the County of Middlesex Sailor (Executors named in and appointed by the said Will of the said Abraham Austin ) of the ninth part *Jane Austin* of Clarkenwell Green in the said County of Middlesex (Widow and Relict of the said Abraham Austin and beneficially entitled under his Will to all Estate in the said last mentioned undivided seventh part for her Life if she should so long continue a Widow or otherwise intituled to live Power thereout of the tenth part and *William Tennant* now or late of Little Aston Hall in the Parish of Shenstone in the County of Stafford Esquire of the eleventh part **Whereas** John Moore late of Austry in the County of Warwick Gentleman deceased being seized of or well intituled to the inheritance in fee simple in possession of and in the lands and hereditaments hereinafter mentioned and intended to be hereby released with the appurtenances together with other Hereditaments in and by his last Will and Testament reciting dated the ninth day of December which was in the year of our Lord One thousand seven hundred and eighty eight and executed and attested in such manner as is by law required for rendering valid devises of freehold Estates gave and devised to Henry Ward of Castle Bromwich in the County of Warwick Gentleman and Hugh Stanton of Austry aforesaid Yeoman and their Heirs All his Estate at Saint Margaret's in the Borough of Leicester and at Shenstone and Aldridge or elsewhere in the County of Stafford with their appurtenances To Hold the same to the said Henry Ward and Hugh Stanton their Heirs and Assigns To the use of the said Testator's Wife Sarah Moore and her assigns during her natural Life with remainder to To the use of his said Trustees and their heirs during the Life of his said Wife In Trust to preserve the reciting out remainders hereinafter limited with remainder to all and every the Child and Children whomsoever Sons and Daughters whom he should have by his said Wife Sarah Moore equally as Tenants in Common in tail with cross remainders between them in tail but which limitation did not take effect by reason of the Death of the said Testator without having any Issue with Remainder To the use of Richard Spencer father of the said Richard Spencer partly hereto and since deceased therein described as of Shenstone aforesaid Grazier William Spencer Francis Spencer and John Spencer ( Brothers of the said Richard Spencer deceased ) Samuel Smith of Hathern in the said County of Leicester farmer who married Alice Spencer the then deceased Sister of the said Richard Spencer Samuel Robinson of Welbourne in the County of Leicester farmer who married Mary Spencer deceased another Sister of the said Richard Spencer and Abraham Austin of the City of London Dissenting Minister who married Jane Spencer also Sister of the said Richard Spencer and to their Heirs and Assigns for ever as Tenants in Common

As by the said Will proved in the Prerogative Court of Canterbury some time in the Month of June One thousand seven hundred and ninety will appear. **And**

**whereas** the Testator left the said Sarah Moore his Widow and John Moore of Deptford in the County of Kent Turner his Nephew and Heir at Law

**Him** surviving **And whereas** the said Samuel Smith departed this life in the life time of the said Testator whereby one undivided seventh part or share of and in the said hereditaments and premises devised by the said recited Will descended upon the said John

Moore the Nephew as his Heir at Law (Subject to the life Estate of the said Sarah Moore therein) **And whereas** by Indentures of Lease and Release bearing date respectively the Twenty seventh and Twenty eighth days of February One thousand seven hundred and ninety two and respectively made or expressed to be made between the said John Moore the Nephew of the one part and the said Sarah Moore of the other part for the considerations therein mentioned the said John Moore the Nephew granted and released unto the said Sarah Moore and to her Heirs and Assigns All that one undivided seventh part of him the said John Moore the Nephew of and in (among other hereditaments) The Lands and Hereditaments hereinafter mentioned and intended to be hereby released with the Appurtenances To hold the same unto and to the use of the said Sarah Moore her Heirs and Assigns for ever **And whereas** the said Samuel Robinson by his last Will and

Testament in Writing bearing date the Twenty eighth day of May One thousand seven hundred and ninety six and executed and attested so as to pass freehold Estates gave and devised (among other Hereditaments) All his share or part right title and interest of and in All those Messuages Lands Tenements Hereditaments and Premises situate and being in the Parish of Shenstone and Aldridge or one or both of them or elsewhere in the County of Stafford all which part or share of the said premises were given and devised to him and his Heirs for ever in and by the said Will of the said John Moore deceased with their Appurtenances

unto and *To the use* of his Son the said Thomas Robinson and the said William Haines and their Heirs and Assigns for ever *Upon Trust* that they the said Thomas Robinson and William Haines or the Survivor of them or the Heirs of such Survivor should as soon after his decease as conveniently might be sell and dispose of his said part or share right Estate and Interest of the said hereditaments and premises in Shenstone and Aldridge aforesaid

either together or in Parcels to the best Purchaser or Purchasers and for the best piece or pieces which they could reasonably get for the same *And* the said Testator thereby declared that the receipt and receipts of the said Thomas Robinson and William Haines or the Survivor of them or the Heirs of such Survivor should be a sufficient release and discharge to such purchaser or purchasers for his her or their purchase Monies or for so much thereof for which such receipt or receipts should be given without such purchaser or purchasers being obliged to see to the application of or being answerable for the nonapplication or misapplication

of the said purchase Money or any part thereof **And whereas** the said Testator afterwards departed this life without revoking or altering his said Will. As

by the same Will proved in the Consistory Court of the Bishop of Lichfield and Coventry will appear **And whereas** the said Francis Spencer in and by his last

Will and Testament in Writing bearing date the sixth date of August One thousand eight hundred and six and executed and attested as is by law required for rendering valid devises of freehold Estates gave and devised (among other hereditaments) his reversion expectant on the decease of the said Sarah Moore of and in one undivided seventh part of all that Messuage or Tenement Barns Stables Gardens ffold yard and other Outbuildings several Closes Pieces or Parcels of Land and Premises with the hereditaments and appurtenances thereto belonging or enjoyed therewith or accepted reputed deemed taken or known as part or parcel thereof situate standing lying and being at Stone Hall in the County of Stafford then or then late in the occupation of Fletcher unto the said Testators Wife the said Mary Spencer for and during the Term of her natural Life and from and after her decease the said Testator gave and devised all that his said Reversion expectant on the decease of the said Sarah Moore of and in his said undivided seventh part of all and singular the aforesaid Hereditaments and Premises at Stone Hall aforesaid unto his Nephews the said William Ensor and William Dawkins his Niece Mary Ensor and his Nephew the said Thomas Forster their Heirs and Assigns

for ever as tenants in common and not as joint Tenants **And whereas** the said Francis Spencer duly made and executed a certain Codicil to his said Will bearing date on or about the fourth day of May One thousand eight hundred and seven but which did not affect the said devise to the said devise to the said William Ensor William

Dawkins Mary Ensor and Thomas Forster **And whereas** the said Francis Spencer only made and executed a certain other Codicil to his said will bearing date on or about the ninth day of December One thousand eight hundred and seven and executed and attested in such manner as is by law required for rendering valid devises of freehold Estates whereby after reciting the death of the said Mary Ensor he gave and devised the part or share of his real Estate which by his Will

he had given and devised to his said Niece unto his Wife's Nephew the said William Ensor his Heirs and Assigns for ever **And whereas** the said Francis Spencer departed this Life without revoking or altering his said Will except so far as the same is revoked or altered by his said Codicils and without revoking or altering his said Codicils As by the same Will and Codicils respectively proved in the Peculiar and exempt Jurisdiction of Crooby in the County of Leicester will appear

**And whereas** the Premises hereinbefore particularly mentioned by the description contained in the said recited Will of the said Francis Spencer comprised the

Closes Pieces or Parcels of land and hereditaments hereinafter mentioned and intended to be hereby released with the Appurtenances **And whereas** the said Sarah Moore by the last Will and Testament in writing dated the Seventh day of June One thousand eight hundred and fourteen and executed and attested so as to pass freehold Estates gave and devised All her Shares and Parts of and in all and singular the Messuages Lands and Hereditaments and real Estate situate in the Counties of Leicester and Stafford which were theretofore the Estates of her late Husband John Moore deceased and devised to him by his late Aunt

Wife deceased together with other Hereditaments unto her Brother the said John Stanton and her friend the said William Dickinson their Heirs Executors

Administrators Assigns *Upon Trust* that the said John Stanton and William Dickenson or the Survivor of them or the Heirs Executors or Administrators of such Survivor should as soon as conveniently might be after her decease absolutely sell and dispose of all and singular the said real Estates and parts and

**Shares** of real Estates by private Contract or by public Auction for the best Piece or Pieces that could be had or gotten for the same

*And* the said Testatrix thereby released that the receipt or receipts of the said John Stanton and William Dickinson or the Survivor of them or the Heirs Executors or Administrators of such Survivor should be a good and sufficient release and discharge and good and sufficient release and discharges to any Purchaser or Purchasers for his her or their Purchase Money or for so much thereof for which such receipt or receipts should be given without such Purchaser or Purchasers being obliged to see to the application or being answerable for the misapplication or nonapplication of the said

Purchase Money or any part thereof **And whereas** the said Sarah Moore the Testatrix departed this Life in the Month of April One thousand eight hundred and fifteen without revoking or altering her said Will except by adding a certain Codicil thereto bearing date on or about the Twenty fourth day of November which was in the Year of our Lord One thousand eight hundred and fourteen but which did not affect the said devise to the said John Stanton and William Dickinson As by the same Will and Codicil proved in the Prerogative Court of Canterbury sometime in the Year One thousand eight hundred and

fifteen will appear **And whereas** the Premises hereinbefore particularly described and mentioned to have been devised by the said recited Will of the said Sarah Moore comprised the closes Pieces or Parcels of Land and Hereditaments hereinafter mentioned and intended to be hereby released with the appurtenances

**And whereas** the said Abraham Austin by his last Will and Testament in writing dated the ninth day of November One thousand eight hundred and fourteen and executed and attested so as to pass freehold Estates After Reciting that under the said recited Will of the said John Moore decease he the said Testator Abraham Austin was entitled to the Reversion in fee simple expectant on the determination of the Estate for Life of the said Sarah Moore of and in one undivided seventh part of the said Premises comprised in and devised by the said recited Will of the said John Moore to the said Henry Ward and Hugh Stanton as aforesaid gave and devised all his said reversionary right and Interest after the determination of the said precedent Estate of and in the said Premises and all other his Real Estates whatsoever unto and to the use of his friend the said Cliff Ashmore his Heirs and Assigns

*Upon Trust* to pay to or permit and suffer his the said Testators Wife Jane Austin and her assigns to receive the rents thereof during the Life if she should so long continue his Widow and unmarried And after the decease or Marriage of his said wife which should first happen (Subject nevertheless to the Provisoes hereinafter contained) Upon certain trusts therein mentioned And the said Testator declared that it should be lawful for the said Cliff Ashmore his Heirs or Assigns at any time after his said reversionary Interest should have come into possession with the consent of his said Wife and of his

Executors thereinafter named during the Life or Widowhood of his said Wife and after her decease or second Marriage with the consent of his said Executors or of the Survivor of them and after the decease of such Survivor at his own discretion to sell and dispose of his said Reversionary Estate and Interest and all other his real Estate whatsoever to any person or persons whomsoever for the best piece or pieces that could be reasonably obtained for the same *And* for facilitating such Sale the said Testator directed that the receipt or receipts of his said Trustee or his Heirs for the Purchase Monies thereof or of any part thereof should be a sufficient discharge or sufficient discharges for the same and that the purchaser or purchasers thereof should not afterwards be liable to see to the application of the purchase Money nor be accountable for the loss misapplication or nonapplication thereof

*And* the said Testator appointed his Son the said George Austin and his Son in Law the said Christopher Scott Executors of his said Will **And whereas** the said Abraham Austin the Testator departed this Life without revoking or altering his said Will except by adding a certain Codicil thereto bearing date on or about the Twenty third day of June which was in the year of our Lord One thousand eight hundred and sixteen but which did not affect the said devise to the said Cliff Ashmore or the said Trust for the said Jane Austin or the said Power of Sale or the Appointment of Executors

the said last recited Will contained **And whereas** the said George Austin and Christopher Scott have accepted the said Executorship and only proved the said Will with the said Codicil in the Prerogative Court of Canterbury **And whereas** under or by virtue of certain Indentures of Lease and Release dated respectively the ffourteenth and ffiftenth days of March One thousand eight hundred and sixteen The Indenture of Release being made or expressed to be made between the said Richard Spencer and Frances his Wife of the first part the said Mary Spencer Widow William Censor William Dawkins and Thomas fforster of the second part the said John Spencer since deceased and the said Elizabeth his Wife of the third part John Warren Baget of Wetherstone in the County of Warwick Gentleman of the ffourth part and the said Richard Spencer and William Censor William Dickinson and Thomas Robinson of the ffifth part and of a fine sur **comzance** de droit come ceo etc. in the same Indenture of Release covenanted and agreed to be levied by the said Richard Spencer and Frances his Wife John Spencer and Elizabeth his Wife and which has since been only levied accordingly The four undivided seventh parts or shares the whole into seven equal parts or shares to be divided of them the said Richard Spencer Mary Spencer William Censor William Dawkins Thomas fforster and John Spencer of and in the Closes Pieces or Parcels of Land and Hereditaments with the Appurtenances hereinafter mentioned and intended to be hereby released were for the Considerations in the said Indentures of Lease and Release now in recital mentioned limited and assured *To the use* of the said Richard Spencer William Censor William Dickinson and Thomas

Robinson their Heirs and Assigns for ever Nevertheless *Upon Trust* that they the said Richard Spencer William Gisor William Dickinson

# And

Thomas Robinson or the Survivors or Survivor of them or their heirs of such Survivor should as soon as conveniently might be after

the execution of the now reciting Indenture make sale and dispose of the parts or shares thereby released or otherwise assured or

intended so to be in all or any of the Hereditaments thereinbefore described by public Auction or Private Contract and in such Lot or Lots and at one time or

several times as the Trustees or Trustee for the time being of the Indenture of release now in recital should think fit and so that the said parts or shares

thereby released or otherwise assured of and in all or any of the hereditaments thereinbefore described might be sold either with or without both or either of the other

three undivided seventh parts of the said Hereditaments and so that the Trustees or Trustee for the time being of the same Indenture might have Power to

buy in at any Auction or to rescind or vary the terms of any Agreement for the sale by Auction or private Contract and afterwards to sell by public Auction or

private Contract without being answerable for any loss upon or by means of the resale and to make all such arrangements and stipulations relating to the said

Sales or Sales and the assurance or assurances to the Purchaser or Purchasers as the said Trustee or Trustees for the time being should think fit and should

convey and assure the Premises when sold as the Purchaser or Purchasers should direct and it is by the Indenture now recital Declared that all Acts Deeds

Contracts Conveyances and Assurances which should be made entered into done and executed by the Trustees or Trustee for the time being for effecting any such

Sale or Sales aforesaid should whether the said Richard Spencer Mary Spencer William Ensor William Dawkins Thomas Forster and John Spencer or any of

them their or any of their Heirs Executors or Administrators should or would not according to their respective beneficial shares Estates or Interests joint therein or

assent thereto thento be equally valid and effectual and bind the said Richard Spencer Mary Spencer William Ensor William Dawkins Thomas Forster and John

Spencer respectively and their respective Heirs Executors and Administrators. *And* that the Person or Persons who should pay any Purchase Money for the

parts or Shares thereby released or otherwise assured or intended so to be to the Trustees or Trustee for the time being should not be required to see to the application

of what should be so paid and that the receipt of the of the Trustees or Trustee for the time being should be effectual discharges for what should be therein acknowledged

to have been received **And whereas** the said John Spencer by his last Will and Testament in Writing bearing date the Twenty first day of May One

thousand eight hundred and sixteen and duly executed and attested for the Devise of Real Estates gave devised and bequeathed unto his Wife Elizabeth

Spencer All his Messuages Cottages Closes Lands Tenements Hereditaments and Real Estates and all his Personal Estate whatsoever To hold the same

unto and to the Use of his said Wife Elizabeth Spencer her Heirs Executors Administrators and Assigns for ever and appointed the said Elizabeth Spencer sole

Executrix of his said Will **And whereas** the said John Spencer hath since departed this life without altering or revoking his said Will and the same hath since been proved by the said Elizabeth Spencer in the Archdeacony Court of Leicester **And whereas** the said several and respective Trustees parties hereto of the first sixth seventh and eighth parts respectively as having among themselves in their several shares aforesaid the full Sale and disposition of the entirety of the said Closes Pieces Parcels of Land and Rights of Common Allotments and Hereditaments hereinafter particularly described and also released or intended so to be have contracted and agreed with the said William Tennant for the Sale to him of the absolute fee simple and inheritance of the said Closes Pieces Parcels of Land and Rights of Common Allotments and Hereditaments respectively free from all incumbrances whatsoever Except as hereinafter mentioned at or for the Price or Sum of Nine hundred and fifteen Pounds ten shillings of lawful Money current in Great Britain to be paid to the in portions and manner hereinafter expressed And also in as much as the said Richard Spencer Mary Spencer William Sorsor William Hawkins Thomas Forster and Elizabeth Spencer are entitled to the said Lands and Hereditaments subject to the said Indenture of the fifteenth day of March One thousand eight hundred and sixteen so voluntarily made by them in trust for Sale as aforesaid therefore they have agreed to concur herein and convey and confirm the said Lands and Hereditaments in the manner hereinafter expressed and likewise by reason the said Jane Austin is entitled to

Power out of the said Lands and Hereditaments she hath also agreed concur in order to release the same Title to Power **Now this**

**Indenture Witnesseth** that in pursuance and performance of the said recited agreement for the Sale and purchase aforesaid and for and in consideration of the said Sum of Nine hundred and fifteen pounds ten shillings of lawful Money current in Great Britain by the said William Tennant immediately before the Executors of these present well and truly paid in the proportions and manner hereinafter expressed (that is to say) as to the Sum of ffive hundred and twenty three pounds two shillings and eight pence being for four seventh parts thereof unto the said Richard Spencer William Sorsor William Dickinson and Thomas Robinson as such Trustees under the said recited Indenture of the fifteenth day of March One thousand eight hundred and sixteen as aforesaid and with the consent and approbation of the said parties hereto of the second third fourth and fifth parts respectively so far as they are respectively interested therein testified by their respective Executions hereof and being in full for the absolute purchase of four undivided seventh parts of and in the said Lands and Hereditaments so agreed to be purchased as aforesaid And as to the Sum of One hundred and thirty Pounds fifteen shillings and nine pence being one other Seventh part of the said Sum of Nine hundred and fifteen Pounds and ten shillings to the said John Stanton and William Dickinsaon as Trustees under the said recited Will of the said Sarah Moore deceased as aforesaid and being in full for the purchase of one other seventh part of and in the said Lands and Hereditaments

# Respectively

and as to the like Summe of One hundred and thirty Pounds fifteen [shillings] and nine pence being one other seventh part of the said Sum of Nine hundred and fifteen Pounds and ten shillings to the said Thomas Robinson and William Haines as Trustees under the said recited Will of the said Samuel Robinson deceased and being in full for the purchase of one other seventh part of and in the said Lands and Hereditaments and as to the remaining Sum of One hundred and thirty Pounds fifteen shillings and nine pence being the other seventh part and ultimate residue of the said Sum of Nine hundred and fifteen Pounds and ten shillings the Purchase Money aforesaid to the said Cliff Ashmore as Sole Trustee under the said recited Will of the said Abraham Austin deceased and being in full for the Purchase of the remaining undivided seventh part of and in the said Lands and Hereditaments respectively the receipt of which said several hereinbefore mentioned proportions of the said Sum of Nine hundred and fifteen Pounds and ten shillings as and being the whole aggregate purchase Money of and for the said Lands and Hereditaments hereinbefore mentioned and hereinafter described and also released or intended so to be they the said several Trustees aforesaid Parties hereto of the first sixth seventh and eighth parts respectively so hereby according to their said proportions so paid to them respectively as aforesaid acknowledged and admit and likewise as to the payment of the Sum of five hundred and twenty three pounds two shilling and nine pence being four seventh parts of the said purchase Money to the said Trustees of the first part they the said parties hereto of the second third fourth and fifth parts respectively according to their respective Interests therein do hereby likewise admit And likewise as to the payment of the said Sum of One hundred thirty Pounds fifteen shillings and nine pence being one seventh part of the said purchase Money as aforesaid to the said Cliff Ashmore as aforesaid she the said Jane Austin both hereby likewise admit And further of and from the said aggregate Purchase Money of Nine hundred and fifteen Pounds and ten shillings and every part thereof they the said parties hereto of the first, second, third, fourth, fifth, sixth, seventh, and eighth parts respectively according to their respective shares and proportions aforesaid and as to such of the same parties as are Trustees so far as they are respectively authorized by any power or powers enabling them in that behalf do hereby for ever release and discharge the said William Tennant his Heirs Executors Administrators and Assigns and every of them And further in consideration of the Sum of ten shillings of lawful Money aforesaid to the said Richard Spencer Mary Spencer William Dawkins Thomas Forster Elizabeth Spencer and Jane Austin respectively at the time aforesaid paid by the said William Tennant the several receipts whereof are hereby acknowledged **They** the said Richard Spencer William Ensor William Dickinson and Thomas Robinson as Trustees under the said recited Indenture of the fifteenth day of March One thousand eight hundred and sixteen and as to and

concerning only the four undivided seventh parts comprised therein and conveyed thereby of and in the said Lands and Hereditaments hereinafter particularly described and also released and intended so to be and by and with the consent and approbation of the said parties hereto of the second, third, fourth and fifth parts respectively as and being the **Trustique** trusts or parties beneficially interested under the said Indenture **Have** and each and every of them **Hath** bargained sold and released and by these **Do** and each and every of them **Doth** Bargain Sell and Release. *And* the said Richard Spencer Mary Spensor William Ensor William Dawkins Thomas Forster and Elizabeth Spensor as such **Trustique** trusts as last mentioned and also as being together but in several shares and Interests as between themselves intitled to three of the said last mentioned four undivided seventh parts subject to the said Indenture **Have** and each and every of them **Hath** Granted Bargained Sold aliened released ratified and confirmed and by these Presents **Do** and each and every of them **Doth** grant bargain sell alien release ratify and confirm. *And* the said John Stanton and William Dickinson as Trustees under the said recited Will of the said Sarah Moore deceased and as to and concurring the said undivided seventh part devised to them by the same Will **Have** and each of them **Hath** bargained sold and released and by these Presents **Do** and each of them **Doth** bargain sell and release. *And* the said Thomas Robinson and William Haines as Trustees under the said recited Will of the said Samuel Robinson deceased as aforesaid also as to and concerning the said undivided seventh part devised to them by the same Will **Have** and each of them **Hath** bargained sold and released and by these Persons **Do** and each of them **Doth** bargain sell and release. *And* the said Cliff Ashmore as Sole Trustee under the said recited Will of the said Abraham Austin as aforesaid and as to the remaining seventh part devised to him by the same Will and with the consent and approbation of the said George Austin and Christopher Scott as Executors under the same Will and also with the priority and approbation of the said Jane Austin both as **Trustique** trust for Life under the same Will and likewise as having a Title to Power in the same seventh part (testified as to each of the several parties aforesaid by their respective executions thereof) **Hath** bargained sold and released and by these Presents **Doth** bargain sell and release. *And* the said Jane Austin for and in respect of the said last mentioned seventh part and expressly to the intent to extinguish any title to Power which she might have therein and also as concerning any other Estate and Interest therein under the Will of the said deceased Husband **Hath** remise released and for ever quit claimed and by these Presents **Doth** remise release and for ever quit claim unto the said William Tennant (in his actual possession now being

**B**y virtue of a Bargain and Sale to him thereof made by the said Richard Spencer, William Insor William Dickinson, Thomas Robinson, John Stanton, William Staines Cliff Ashmore, Mary Spencer William Dawkins Thomas Foster Elizabeth Spencer and Jane Austin for five shillings consideration by Indenture bearing date the day next before the day of the date of these Presents for the Term of one year to be computed from the day next before the day of the date of the same Indenture of Bargain and Sale and by force of the Statute made for transferring Uses into Possession and to his Heirs and Assigns **All** those several Closes Pieces or Parcels of Land or Ground with the Appurtenances situate lying and being in the Township of Over Stonnall in the Parish of Shenstone in the County of Stafford aforesaid commonly called or known by **Names** of Stonnall Piece with the Cottage and Garden standing and being thereon containing by Admeasurement Eight Acres two roods two perches (by the same more or less) The Wood Piece or the ffox Cover containing by Admeasurement Three Acres three roods and twenty three Perches (by the same more or less) and Stony Hill containing by Admeasurement Three Acres two roods and twenty eight perches (by the same more or less) late in the occupation of **ffletcher** and now of late of William Stanton *And also* all and singular the rights of Common whatsoever either of Pasture **Turbary** or otherwise appendant appurtenant or belonging to the said Closes Pieces or Parcels of Land hereinbefore described of in or over any Common or Waste Lands whatsoever situate and being within the said Parish of Shenstone and which said Commons and Waste Lands have been allotted and inclosed or are authorised and intended to be allotted and inclosed by and under a certain Act of Parliament made and passed in the ffifty first Year of the present Reign intituled "An Act for inclosing the Commons and Waste Lands in the Townships or Hamlets of Over Stonnall and Lynu Lower Stonnall and Chornes, Shenstone, Woodend and ffootherly, Little Hay Chesterfield and Little Aston in the Manors of Shenstone and Little Aston, in the Parish of Shenstone in County of Stafford" *And all* and every allotment and allotments set out and made or intended to be set out made and awarded for and in respect of the said rights of Common under and by virtue of the said Act *And further* all and singular other right or rights of Common whatsoever either of Pasture **Turbary** or otherwise howsoever which were appendant or appurtenant or belonging or attached to any other Messuages Tenements or Lands whatsoever situate lying or being in the Parish of Shenstone aforesaid in the said County of Stafford which were late the Estate of the said John Moore deceased and were devised by his said Will and have since come to and accrued to the said Parties hereto of the first, second, third, fourth, fifth, sixth, seventh

and eighth parts respectively and every or any of them *And also all* and every allotment and allotments whatsoever set out and made or intended to be set out and made and also awarded for or in respect of the said last mentioned rights of Common respectively under and by virtue of the said hereinbefore mentioned act of parliament and every of them and every part and parcel of the same with their respective Appurtenances

And all and singular Outhouses Buildings Yards Orchards Gardens Ways Watercourses Sewers Ditches Drains Lands Meadows Pastures Feedings  
whatssoever to the said Lands and Hereditaments

Woods Underwood Hedges Fences Lights Liberties Easements Profits Privileges Commodities Advantages Emoluments Hereditaments and Appurtenances<sup>^</sup> and Premises hereinbefore mentioned and intended to be hereby released or any part or parcel thereof belonging or in any wise appertaining or to or with the same or any part thereof now or at any time heretofore usually had hold used occupied possessed or enjoyed or accepted reputed deemed taken or known to be as part parcel or member thereof or of any part thereof And the Reversion and Reversions Remainder and Remainders Yearly and other Rents Issues and Profits thereof And all the Estate Right Title Interest Use Trust Property Possession Possibility Claim and Demand whatsoever both at Law and in Equity or otherwise howsoever of them the said Richard Spencer William Gisor William Dickinson Thomas Robinson John Stanton William Haines Cliff Ashmore Mary Spencer William Dawkins Thomas Forster and Jane Austin respectively in their several and respective rights and capacities aforesaid of in to or out of the same Hereditaments and Premises every or any Part or Parcel thereof And all Deeds Evidences and Writings touching or in any wise concerning the same Premises or any Part or Parts thereof alone or jointly with other other Hereditaments of less value which they the said Richard Spencer William Gisor William Dickinson Thomas Robinson John Stanton William Haines Cliff Ashmore Mary Spencer William Dawkins Thomas Forster and Jane Austin any or either of them now have or hath in their any or either of their custody or Power or can come at without Suit at Law or in Equity together with true and attested Copies upon proper Stamps of all such other Deeds Evidences and Writings now in their any or either of their custody power or procurement as concern or relate to the same Premises or any part or parts thereof jointly or together with any other Lands or Tenements of greater value such copies to be made and taken at the Costs and Charges of the said William Tennant his Heirs or Assigns **To have and to hold** the said Closes Pieces or Parcels of Land Rights of Common allotments Hereditaments and all and singular other the Premises hereinbefore mentioned and Intended to be hereby released with their and every of their Appurtenances unto the said William Tennant his Heirs and Assigns for over *To the Use and behoof* of the said William Tennant his and Assigns for ever (Subject only to the Land Tax charged thereon and to the Chief Rent or

**Annual** payment of nine shillings and six pence henceforth to be issuing and payable out of the said hereditaments

hereinbefore mentioned and intended to be hereby released with the Appurtenances And to for or upon no other

use trust intent or purpose whatsoever **And** the said Richard Spencer William Ensor William Dickinson Thomas Robinson John Stanton William Haines and Cliff Ashmore in the Character of Trustees respectively as aforesaid seperately and apart each for himself his respective Heirs Executors and Administrators and not jointly or the one for the others or other of them or for the Heirs Executors Or Administrators or acts of the others or other of them but each of them for his own Acts only do Covenant and declare to and with the said William Tennant his Heirs and Assigns by these Presents that they the said Richard Spencer William Ensor William Dickinson Thomas Robinson John Stanton William Haines and Cliff Ashmore have not nor have nor hath any or either of them at any time or times heretofore made done or committed or wittingly or willingly permitted or suffered to be done or been party or privy to the doing of any act deed matter or thing whatsoever whereby wherewith or by reason or means whereof the said Lands Hereditaments and Premises hereinbefore mentioned and intended to be hereby released or any of them or any part or parts thereof are is can

shall or may be charged impeached incumbered or in any wise affected **And** the said Richard Spencer Party hereto for himself his Heirs Executors and Administrators and for the Estate Title Possession quiet enjoyment freedom from incumbrances and further assurance of Two undivided seventh parts of and in the Premises hereinbefore mentioned and intended to be hereby released with the Appurtenances being in respect of the said

Richard Spencer of Sharesstone aforesaid the father of the said Richard Spencer party hereto

the said Richard Spencer deceased

seventh part originally devised to ^ by the said Will of the said John Moore deceased and also of the seventh part which descended to ^

on the Death intestate of his Brother the said William Spencer *And* the said Mary Spencer for herself her Heirs Executors Administrators and for the Estate Title Possession freedom from incumbrances and further assurance of one other undivided seventh part of and in the same Premises during her natural Life being in respect of the said seventh Part that was devised to her for her Life with remainders over by the Will of her late

Husband the aforesaid Francis Spencer deceased *And* the said William Ensor for himself his Heirs Executors and Administrators and for the Estate Title possession freedom from incumbrances and further assurance of the inheritance in fee simple of and in two undivided fourth parts of and in the said last mentioned undivided seventh part in reversion or remainder immediately expectant upon or after the decease of the said Mary Spencer

And the said William Dawkins for himself his Heirs Executors Administrators and for the Estate title possessions quiet enjoyment freedom from incumbrances and further assurance of the inheritance in fee simple of and in one other undivided fourth part of and in the said last mentioned undivided seventh part in reversion or remainder immediately expectant upon or after the decease of the said Mary Spencer . And the said Thomas Forster for himself his Heirs Executors and Administrators and for the Estate title possession quiet enjoyment freedom from incumbrances and further assurance of and in the remaining undivided fourth part of and in the said last mentioned undivided seventh part in reversion or remainder immediately expectant upon or after the decease of the said Mary Spencer . And the said Elizabeth Spencer for herself her Heirs Executors and Administrators and for the Estate title possession quiet enjoyment freedom from incumbrances and further assurance of and in One other undivided seventh part of and in the Premises hereinbefore mentioned and intended to be hereby released with the Appurtenances being in respect of the said seventh part originally devised to the said John Spencer deceased by the Will of the said John Moore deceased . And the said Jane Austin for herself her Heirs Executors and Administrators and for the Estate title possession freedom from incumbrances and further assurances of and in one other undivided seventh part of and in the same Premises during her natural life being in respect of the seventh part of which the said Abraham Austin her late deceased husband died seised and also devised by his Will do and each and every of them doth covenant promise and Agree to and with the said William Tennant his Heirs and Assigns by these Presents in manner following (that is to say) that for and notwithstanding any Act Deed Matter or Thing whatsoever by the said Richard Spencer Party hereto Mary Spencer William Inzor William Dawkins Thomas Forster Elizabeth Spencer Cliff Ashmore and Jane Austin or any or either of them or by the said Richard Spencer deceased William Spencer John Spencer Abraham Austin and John Moore deceased or any or either of them or by any person or persons lawfully claiming or to claim by from or under or In Trust for them or any of them at any time heretofore made done or committed or willingly or unwillingly suffered to the contrary they the said Richard Spencer Party hereto Mary Spencer William Inzor William Dawkins Thomas Forster Elizabeth Spencer Jane Austin William Dickinson Thomas Robinson John Stanton William Haines and Cliff Ashmore at the time of the sealing and delivery of these presents are or some or one of them are or is lawfully rightfully and absolutely seized of and in the said Lands Hereditaments and Premises hereinbefore mentioned and intended to be hereby released with their and every of their Appurtenances of and for a good sure perfect absolute and indefeasible Estate of Inheritance in fee simple in possession without any Condition Use Trust Power of Revocation Limitation of Uses or Uses or other matter restraint cause or thing whatsoever which can or may alter change charge revoke make void or incumber the same or any part or parts thereof ( Except the Land Tax charged on the said Premises and the said Chief Rent or annual payment of nine

# Shillings

and six pence henceforth to be issuing and payable as aforesaid) *And* that for and notwithstanding any such

Act Deed Matter or Thing as aforesaid they the said Richard Spencer Party hereto Mary Spencer William Ensor William Dawkins Thomas Forster Elizabeth Spencer Jane Austin William Dickinson Thomas Robinson John Stanton William Haines and Cliff Ushmore now have in themselves or some or one of them now have or hath in themselves himself or herself good right full power and lawful and absolute Authority by these presents to convey and assure the said Lands Hereditaments and Premises hereinbefore mentioned and intended to be hereby released with their and every of their Appurtenances into and To the use of the said William Tennant his Heirs and Assigns for ever in manner and form aforesaid according to the true intent and meaning of these Presents. *And further* that he the said William Tennant his Heirs and Assigns shall and lawfully may from time to time and at all times hereafter peaceably and quietly into have hold use occupy possess and enjoy the said Lands Hereditaments and Premises hereinbefore mentioned and intended to be hereby released with their and every of their Appurtenances and to receive and take the Rents Issues and Profits thereof and of every part and parcel thereof to and for his and their own respective use and benefit without the lawful let suit hindrance interruption or denial of the said Richard Spencer Party hereto Mary Spencer William Ensor William Dawkins Thomas Forster Elizabeth Spencer and Jane Austin or any or either of them their any or either of their Heirs or Assigns or any of them or any person or persons lawfully claiming or to claim any Estate Rights Title Trust or Interest in to or out of the same Premises or any part or parcel thereof by from or under or In Trust for him her them or any of them or by from or under or in trust for the said Richard Spencer deceased William Spencer John Spencer Abraham Austin and John Moore respectively deceased or any of them or by from or under any of their right Title Estate or interest (Save and except the person or persons claiming or to claim in respect of the Land Tax and Chief Rent or annual payment hereinbefore excepted and in respect thereof only) *And* that free and clear or freely and clearly acquitted exonerated and discharged or otherwise by the said Richard Spencer Party hereto Mary Spencer William Ensor William Dawkins Thomas Forster Elizabeth Spencer and Jane Austin their Heirs Executors or Administrators some or one of them well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of former and other Gifts Grants Bargains Sales Leases Mortgages Estates Jointures Powers Titles of Power Uses Trusts Wills Tailors Rents and arrears of Rent Statutes Recognizances **Judgments** Extents Executions Titles Charges and Incumbrances whatsoever had made done committed or occasioned or willingly or willingly suffered by the said Richard Spencer Party hereto Mary Spencer William Ensor William Dawkins Thomas Forster Elizabeth Spencer and Jane Austin or any or either of them or any person or persons lawfully claiming or to claim by from or under or In Trust for him her them or any of them or by from under or In

trust for the said Richard Spencer William Spencer John Spencer Abraham Austin and John Moore respectively deceased or any of them or by through or with his her  
 their or any of their acts means default priority or procurement (Except the Land Tax charged on the said Premises and such Chief Rent or annual payment of  
 Nine shillings and sixpence henceforth to be issuing and payable as aforesaid). *And moreover* that they the said Richard Spencer Mary Spencer  
 William Ensor William Dawkins Thomas Foster Elizabeth Spencer and Jane Austin and their Heirs and all and every person and persons who-soever having or  
 lawfully or Equitably claiming or who shall or may hereafter have or lawfully or Equitably claim any Estate Right Title or Interest in to or out of the Said Lands  
 Hereditaments and Premises hereinbefore mentioned and intended to be hereby released with the Appurtenances or any part thereof by from or under or In Trust for him her  
 them or any of them or by from or under or in trust for the said Richard Spencer William Spencer John Spencer Abraham Austin and John Moore respectively deceased or any of  
 them Have and except the person or persons claiming or to claim in respect of the charges rights and interests hereinbefore excepted and in respect thereof only) shall and will  
 from time to time and at all times hereinafter upon every reasonable request and at the proper Costs and Charges in the Law of the said William Tennant his Heirs or Assigns make  
 Needs Conveyances and Assurances the Law whatsoever for the further and better more perfect and absolute Granting conveying Assuring and Confirming of the same Lands  
 Hereditaments and Premises with their and every of their Appurtenances unto and to the use of the said William Tennant his Heirs and Assigns for ever be the same by  
 fine or fines Common Recovery or Common Recoveries or any other matter of record or otherwise howsoever As by the said William Tennant his Heirs and Assigns  
 or his or their Council learned in the Law shall be reasonably devised or advised and required. *And lastly* it is hereby agreed and declared by and  
 between All the said parties to these Presents that all Terms for years (if any such there be) comprising the said Lands Hereditaments and Premises hereinbefore  
 mentioned and intended to be hereby released either alone or together with any other Lands or Hereditaments shall henceforth with respect to the said Premises  
 hereby or intended to be hereby released be. *In Trust* for the said William Tennant his Heirs and Assigns to be disposed of as he or they shall  
 direct or appoint and in the mean time to attend the Reversion freehold and Inheritance of the same Premises in order to protect the same from all

mesne Charges and Incumbrances ) if any such there be **In Witness** whereof the said Parties to these Presents have hereunto set their Hands and  
 Seals the day and Year first before written.

(signatures)

|                        |                        |                          |                       |                      |
|------------------------|------------------------|--------------------------|-----------------------|----------------------|
| Richard (seal) Spencer | Tho (seal) Robinson    | William (seal) Dawkins   | Jno (seal) Stanton    | George (seal) Austin |
| William (seal) Ensor   | Frances (seal) Spencer | Thomas (seal) Foster     | William (seal) Haines | C. (seal) Scott      |
| Wm (seal) Dickinson    | Mary (seal) Spencer    | The Mark (seal) and Seal | Cliff (seal) Ashmore  | Jane (seal) Austin   |

*of Elizabeth + Spencer*

Dated 9<sup>th</sup> October - 1817

The Devisors and Repres~ves  
of the late Mr John Moore  
deceased.....  
~~~~~ to ~~~~~  
William Tennant Esq~r

Conveyance in
ffee of Lands and Heredi~ts
on Over Stonnall in the Parish
of Shenstone in the County
of Stafford . & .

Signed sealed and delivered by the within named
Elizabeth Spencer in the presence of **him**

Ino. Heeley Ato~y Walsall

Edw~d Boyer Hathern Leicestershire

Signed Sealed and Delivered by the within named _____ }

Richard Spencer William Ensor Wiliam Dickinson Thomas Robinson }

William Dawkins Thomas Foster John Stanton and William Haimes }

in the presence of _____

Ino. Heeley Ato~y Walsall

Ino. Warren Paget

Signed sealed and delivered by the within }

named Frances Spencer in the presence of }

Rob~t

Clk to **Molprs** Paget & Smith

Signed sealed and delivered the }
within named Cliff Ashmore George }
Austin Christopher Scott and }
Jane Austin in the presence of }

Robert Lanning Clk to

Mr Ashmore

George Scott No 8 Brownlow
Street Holborn

Signed sealed and delivered by the within }
named Mary Spencer in the presence of }

Jno. Warren Paget

Received on the day of the date of the within written }
Indenture of and from the within named William Tennant the Sum }
of Nine Hundred and fifteen pounds and ten shillings being the full }
consideration Money within expressed to be by him paid to us }
respectively in the proportions and in manner as within }
particularly mentioned and expressed witness our Hands. }

s d
£915.10.0

Witness to the signing hereof by the said }
William Haimes Richard Spencer }
William Ensor William Dickinson Thomas }
Robinson and John Stanton. }

Ino. Heeley
Ino. Warren Paget

Witness to the signing by the }
Said Cliff Ashmore__ }

Robert Lanning

George Scott

William Haimes
Richard Spencer
William Ensor
Wm Dickinson
Tho Robinson
Jno Stanton
Cliff Ashmore

[stamp of **GR** monogram and GR
and numbered **52** and **81**]

This Indenture

of Eleven Parts made the ninth x x x x day of October x in the fifty seventh Year of the Reign of our Sovereign Lord George the Third by the Grace of God of the United Kingdom of Great Britain and Ireland King defender of the faith And in the Year of our Lord One thousand eight hundred and seventeen Between Richard Spencer of Sharestone in the County of Leicester Gentleman William Ensor of Boccheston in the same County ffarmer William Dickinson of Twycross in the same County Gentleman and Thomas Robinson of Melbourne in the same County ffarmer (trustees for Sale under the Indentures of Lease and Release of the ffourteenth and ffifteenth days of March One thousand eight hundred and sixteen hereinafter recited for undivided Seventh parts of and in the lands and Hereditaments hereinafter mentioned and intended to be hereby released) of the first part, the said Richard Spencer who at the date of the said Indentures of Lease and Release of the ffourteenth ffifteenth days of March one thousand eight hundred and sixteen and seized to him and his Heirs fee of two of the said four undivided seventh Parts to wit. as Eldest Son and Heir at Law of his ffather Richard Spencer late of Sharestone aforesaid Grazier deceased xx who was one of the original Devisers in remainder thereof under the Will of John Moore hereafter recited and was also oldest Brother and the heir at Law of William Spencer one other such Devisors, and Frances his wife of the second part Mary Spencer of Boccheston aforesaid Widow (a deviser for Life of one other of the said ffour undivided Seventh parts under the hereinafter recited Will of ffrances Spencer deceased) of the third part The said William Ensor William Dawkins of Sibson in the County of Leicester ffarmer and Thomas Forster of Appleby in the County of Leicester ffarmer (Devisers in remainder expectant upon the decease of the said Mary Spencer as Tenants in Common in fee of the last mentioned seventh parts under the hereinafter recited Will and Codicil of the said ffrancis Spencer in the proportions following that is to say the said William Ensor being recited to two Shares and the said William Dawkins and Thomas fforster to one share each of the same seventh part) of the ffourth part Elizabeth Spencer of Hathern in the said County of Leicester Widow and Deviser in ffee named in the last Will and Testament of John Spencer of Hathern aforesaid Yeoman who was a Deviser in ffee under the said Will of the said John Moore of the other or remaining our undivided seventh part of the four hereinafter mentioned seventh parts) of the fifth part John Stanton of Appleby aforesaid ffarmer and the said William Dickinson (Trustees for Sale under the Will of Sarah Moore deceased hereinafter recited of one other undivided seventh part of and in the Lands and Hereditaments hereinafter mentioned and intended to be hereby released) of the sixth part. The said Thomas Robinson and William Haimes of Melbourne aforesaid Hosier (Trustees for Sale under the hereinafter recited Will of Samuel Robinson deceased of one other undivided seventh part of and in the Lands and Hereditaments hereinafter mentioned and intended to be hereby released) of the seventh part Cliff Ashmore of Henrietta Street Covent Garden in the County of Middlesex Gentleman (a Trustee for Sale under the hereinafter recited Will of Abraham Austin deceased of the remaining one undivided seventh part of and in the Lands and Hereditaments hereinafter mentioned and intended to be hereby released) of the eighth part George Austin of Gutter Lane in the City of London Habberdasher and Christopher Scott of Brownlow Street Holborn in the County of Middlesex Tailor (Executors named in and appointed by the said Will of the said Abraham Austin) of the ninth part Jane Austin of Clarkenwell Green in the said County of Middlesex (Widow and Relict of the said Abraham Austin and beneficially entitled under his Will to all Estate in the said last mentioned undivided seventh part for her Life if she should so long continue a Widow or otherwise intitled to live Dower thereout of the tenth part and William Tennant now or late of Little Aston Hall in the Parish of Shenstone in the County of Stafford Esquire of the eleventh part Whereas John Moore late of Austrey in the County of Warwick Gentleman deceased being seised of or well intitled to the inheritance in fee simple in possession of and in the lands and hereditaments hereinafter mentioned and intended to be hereby released with the appurtenances together with other Hereditaments in and by his last Will and Testament reciting dated the ninth day of December which was in the year of our Lord One thousand seven hundred and eighty eight and executed and attested in such manner as is by law required for rendering valid devises of ffreehold Estates gave and devised to Henry Ward of Castle Bromwich in the County of Warwick Gentleman and Hugh Stanton of Austrey aforesaid Yeoman and their Heirs All his Estate at Saint Margaret's in the Borough of Leicester and at Shenstone and Aldridge or elsewhere in the County of Stafford with their appurtenances To Hold the same to the said Henry Ward and Hugh Stanton their Heirs and

Assigns To the use of the said Testator's Wife Sarah Moore and her assigns during her natural Life with remainder to To the use of his said Trustees and their heirs during the Life of his said Wife In Trust to preserve the reciting out remainders thereafter limited with remainder to all and every the Child and Children whomsoever Sons and Daughters whom he should have by his said Wife Sarah Moore equally as Tenants in Common in tail with cross remainders between them in tail but which limitation did not take effect by reason of the Death of the said Testator without having any Issue with Remainder To the use of Richard Spencer father of the said Richard Spencer partly hereto and since deceased therein described as of Shenstone aforesaid Grazier William Spencer Francis Spencer and John Spencer (Brothers of the said Richard Spencer deceased) Samuel Smith of Hathern in the said County of Leicester farmer who married Alice Spencer the then deceased Sister of the said Richard Spencer Samuel Robinson of Melbourne in the County of Leicester farmer who married Mary Spencer deceased another Sister of the said Richard Spencer and Abraham Austin of the City of London Dissenting Minister who married Jane Spencer also Sister of the said Richard Spencer and to their Heirs and Assigns for ever as Tenants in Common As by the said Will proved in the Prerogative Court of Canterbury some time in the Month of June One thousand seven hundred and ninety will appear. And whereas the Testator left the said Sarah Moore his Widow and John Moore of Deptford in the County of Kent Turner his Nephew and Heir at Law

Him surviving And whereas the said Samuel Smith departed this Life in the Life time of the said Testator whereby one undivided seventh part or share of and in the said hereditaments and premises devised by the said recited Will descended upon the said John Moore the Nephew as his Heir at Law (Subject to the Life Estate of the said Sarah Moore therein) And whereas by Indentures of Lease and Release bearing date respectively the Twenty seventh and Twenty eighth days of February One thousand seven hundred and ninety two and respectively made or expressed to be made between the said John Moore the Nephew of the one part and the said Sarah Moore of the other part for the considerations therein mentioned the said John Moore the Nephew granted and released unto the said Sarah Moore and to her Heirs and Assigns All that one undivided seventh part of him the said John Moore the Nephew of and in (among other hereditaments) The Lands and Hereditaments hereinafter mentioned and intended to be hereby released with the Appurtenances To hold the same unto and to the use of the said Sarah Moore her Heirs and Assigns for ever And whereas the said Samuel Robinson by his last Will and Testament in Writing bearing date the Twenty eighth day of May One thousand seven hundred and ninety six and executed and attested so as to pass freehold Estates gave and devised (among other Hereditaments) All his share or part right title and interest of and in All those Messuages Lands Tenements Hereditaments and Premises situate and being in the Parish of Shenstone and Aldridge or one or both of them or elsewhere in the County of Stafford all which part or share of the said premises were given and devised to him and his Heirs for ever in and by the said Will of the said John Moore deceased with their Appurtenances unto and To the use of his Son the said Thomas Robinson and the said William Haimes and their Heirs and Assigns for ever Upon Trust that they the said Thomas Robinson and William Haimes or the Survivor of them or the Heirs of such Survivor should as soon after his decease as conveniently might be sell and dispose of his said part or share right Estate and Interest of the said hereditaments and premises in Shenstone and Aldridge aforesaid either together or in Parcels to the best Purchaser or Purchasers and for the best piece or pieces which they could reasonably get for the same And the said Testator thereby declared that the receipt and receipts of the said Thomas Robinson and William Haimes or the Survivor of them or the Heirs of such Survivor should be a sufficient release and discharge to such purchaser or purchasers for his her or their purchase Monies or for so much thereof for which such receipt or receipts should be given without such purchaser or purchasers being obliged to see to the application of or being answerable for the nonapplication or misapplication of the said purchase Money or any part thereof And whereas the said Testator afterwards departed this Life without revoking or altering his said Will. As by the same Will proved in the Consistory Court of the Bishop of Lichfield and Coventry will appear And whereas the said Francis Spencer in and by his last Will and Testament in Writing bearing date the sixth date of August One thousand eight hundred and six and executed and attested as is

by law required for rendering valid devises of freehold Estates gave and devised (among other hereditaments) his reversion expectant on the decease of the said Sarah Moore of and in one undivided seventh part of all that Messuage or Tenement Barns Stables Gardens fold yard and other Outbuildings several Closes Pieces or Parcels of Land farm and Premises with the hereditaments and appurtenances thereto belonging or enjoyed therewith or accepted reputed deemed taken or known as part or parcel thereof situate standing lying and being at Stone Hall in the County of Stafford then or then late in the occupation of Fletcher unto the said Testators Wife the said Mary Spencer for and during the Term of her natural Life and from and after her decease the said Testator gave and devised all that his said Reversion expectant on the decease of the said Sarah Moore of and in his said undivided seventh part of all and singular the aforesaid Hereditaments and Premises at Stone Hall aforesaid unto his Nephews the said William Ensor and William Dawkins his Niece Mary Ensor and his Nephew the said Thomas Forster their Heirs and Assigns for ever as tenants in common and not as joint Tenants And whereas the said Francis Spencer duly made and executed a certain Codicil to his said Will bearing date on or about the fourth day of May One thousand eight hundred and seven but which did not affect the said devise to the said devise to the said William Ensor William Dawkins Mary Ensor and Thomas Forster And whereas the said Francis Spencer only made and executed a certain other Codicil to his said will bearing date on or about the ninth day of December One thousand eight hundred and seven and executed and attested in such manner as is by law required for rendering valid devises of freehold Estates whereby after reciting the death of the said Mary Ensor he gave and devised the part or share of his real Estate which by his Will he had given and devised to his said Niece unto his Wife's Nephew the said William Ensor his Heirs and Assigns for ever And whereas the said Francis Spencer departed this Life without revoking or altering his said Will except so far as the same is revoked or altered by his said Codicils and without revoking or altering his said Codicils As by the same Will and Codicils respectively proved in the Peculiar and exempt Jurisdiction of Grooby in the County of Leicester will appear And whereas the Premises hereinbefore particularly mentioned by the description contained in the said recited Will of the said Francis Spencer comprised the Closes Pieces or Parcels of land and hereditaments hereinafter mentioned and intended to be hereby released with the Appurtenances And whereas the said Sarah Moore by the last Will and Testament in writing dated the Eleventh day of June One thousand eight hundred and fourteen and executed and attested so as to pass freehold Estates gave and devised All her Shares and Parts of and in all and singular the Messuages Lands and Hereditaments and real Estate situate in the Counties of Leicester and Stafford which were theretofore the Estates of her late Husband John Moore deceased and devised to him by his late Aunt Ales Lee deceased together with other Hereditaments unto her Brother the said John Stanton and her friend the said William Dickinson their Heirs Executors Administrators Assigns Upon Trust that the said John Stanton and William Dickinson or the Survivor of them or the Heirs Executors or Administrators of such Survivor should as soon as conveniently might be after her decease absolutely sell and dispose of all and singular the said real Estates and parts and

Shares of real Estates by private Contract or by public Auction for the best Piece or Pieces that could be had or gotten for the same And the said Testatrix thereby released that the receipt or receipts of the said John Stanton and William Dickinson or the Survivor of them or the Heirs Executors or Administrators of such Survivor should be a good and sufficient release and discharge and good and sufficient release and discharges to any Purchaser or Purchasers for his her or their Purchase Money or for so much thereof for which such receipt or receipts should be given without such Purchaser or Purchasers being obliged to see to the application or being answerable for the misapplication or nonapplication of the said Purchase Money or any part thereof And whereas the said Sarah Moore the Testatrix departed this Life in the Month of April One thousand eight hundred and fifteen without revoking or altering her said Will except by adding a certain Codicil thereto bearing date on or about the Twenty fourth day of November which was in the Year of our Lord One thousand eight hundred and fourteen but which did not affect the said devise to the said John Stanton and William Dickinson As by the same Will and Codicil proved in the Prerogative Court of Canterbury sometime in the Year One

thousand eight hundred and fifteen will appear And whereas the Premises hereinbefore particularly described and mentioned to have been devised by the said recited Will of the said Sarah Moore comprised the closes Pieces or Parcels of Land and Hereditaments hereinafter mentioned and intended to be hereby released with the appurtenances And whereas the said Abraham Austin by his last Will and Testament in writing dated the ninth day of November One thousand eight hundred and fourteen and executed and attested so as to pass freehold Estates After Reciting that under the said recited Will of the said John Moore deceased he the said Testator Abraham Austin was entitled to the Reversion in fee simple expectant on the determination of the Estate for Life of the said Sarah Moore of and in one undivided seventh part of the said Premises comprised in and devised by the said recited Will of the said John Moore to the said Henry Ward and Hugh Stanton as aforesaid gave and devised all his said reversionary right and Interest after the determination of the said precedent Estate of and in the said Premises and all other his Real Estates whatsoever unto and to the use of his friend the said Cliff Ashmore his Heirs and Assigns Upon Trust to pay to or permit and suffer his the said Testator's Wife Jane Austin and her assigns to receive the rents thereof during the Life if she should so long continue his Widow and unmarried And after the decease or Marriage of his said wife which should first happen (Subject nevertheless to the Provisions hereinafter contained) Upon certain trusts therein mentioned And the said Testator declared that it should be lawful for the said Cliff Ashmore his Heirs or Assigns at any time after his said reversionary Interest should have come into possession with the consent of his said Wife and of his Executors hereinafter named during the Life or Widowhood of his said Wife and after her decease or second Marriage with the consent of his said Executors or of the Survivor of them and after the decease of such Survivor at his own discretion to sell and dispose of his said Reversionary Estate and Interest and all other his real Estate whatsoever to any person or persons whomsoever for the best piece or pieces that could be reasonably obtained for the same And for facilitating such Sale the said Testator directed that the receipt or receipts of his said Trustee or his Heirs for the Purchase Monies thereof or of any part thereof should be a sufficient discharge or sufficient discharges for the same and that the purchaser or purchasers thereof should not afterwards be liable to see to the application of the purchase Money nor be accountable for the loss misapplication or nonapplication thereof And the said Testator appointed his Son the said George Austin and his Son in Law the said Christopher Scott Executors of his said Will And whereas the said Abraham Austin the Testator departed this Life without revoking or altering his said Will except by adding a certain Codicil thereto bearing date on or about the Twenty third day of June which was in the year of our Lord One thousand eight hundred and sixteen but which did not affect the said devise to the said Cliff Ashmore or the said Trust for the said Jane Austin or the said Power of Sale or the Appointment of Executors the said last recited Will contained And whereas the said George Austin and Christopher Scott have accepted the said Executorship and only proved the said Will with the said Codicil in the Prerogative Court of Canterbury And whereas under or by virtue of certain Indentures of Lease and Release dated respectively the fourteenth and fifteenth days of March One thousand eight hundred and sixteen The Indenture of Release being made or expressed to be made between the said Richard Spencer and Frances his Wife of the first part the said Mary Spencer Widow William Ensor William Dawkins and Thomas Forster of the second part the said John Spencer since deceased and the said Elizabeth his Wife of the third part John Warren Paget of Atherstone in the County of Warwick Gentleman of the fourth part and the said Richard Spencer and William Ensor William Dickinson and Thomas Robinson of the fifth part and of a fine sur **comzance** de droit come ceo &c. in the same Indenture of Release covenanted and agreed to be levied by the said Richard Spencer and Frances his Wife John Spencer and Elizabeth his Wife and which has since been only levied accordingly The four undivided seventh parts or shares the whole into seven equal parts or shares to be divided of them the said Richard Spencer Mary Spencer William Ensor William Dawkins Thomas Forster and John Spencer of and in the Closes Pieces or Parcels of Land and Hereditaments with the Appurtenances hereinafter mentioned and intended to be hereby released were for the Considerations in the said Indentures of Lease and Release now in recital mentioned limited and assured To the use of the said Richard Spencer William Ensor William Dickinson and Thomas Robinson their Heirs and Assigns for ever Nevertheless Upon Trust that they the said Richard Spencer William Ensor William Dickinson

And Thomas Robinson or the Survivors or Survivor of them or their heirs of such Survivor should as soon as conveniently might be after the execution of the now reciting Indenture make sale and dispose of the parts or shares thereby released or otherwise assured or intended so to be in all or any of the Hereditaments thereinbefore described by public Auction or Private Contract and in such Lot or Lots and at one time or several times as the Trustees or Trustee for the time being of the Indenture of release now in recital should think fit and so that the said parts or shares thereby released or otherwise assured of and in all or any of the hereditaments thereinbefore described might be sold either with or without both or either of the other three undivided seventh parts of the said Hereditaments and so that the Trustees or Trustee for the time being of the same Indenture might have Power to buy in at any Auction or to rescind or vary the terms of any Agreement for the sale by Auction or private Contract and afterwards to sell by public Auction or private Contract without being answerable for any loss upon or by means of the resale and to make all such arrangements and stipulations relating to the said Sales or Sales and the assurance or assurances to the Purchaser or Purchasers as the said Trustee or Trustees for the time being should think fit and should convey and assure the Premises when sold as the Purchaser or Purchasers should direct and it is by the Indenture now recital Declared that all Acts Deeds Contracts Conveyances and Assurances which should be made entered into done and executed by the Trustees or Trustee for the time being for effecting any such Sale or Sales aforesaid should whether the said Richard Spencer Mary Spencer William Ensor William Dawkins Thomas fforster and John Spencer or any of Them their or any of their Heirs Executors or Administrators should or would not according to their respective beneficial shares Estates or Interests joint therein or assent thereto thento be equally valid and effectual and bind the said Richard Spencer Mary Spencer William Ensor William Dawkins Thomas fforster and John Spencer respectively and their respective Heirs Executors and Administrators And that the Person or Persons who should pay any Purchase Money for the parts or Shares thereby released or otherwise assured or intended so to be to the Trustees or Trustee for the time being should not be required to see to the application of what should be so paid and that the receipt of the of the Trustees or Trustee for the time being should be effectual discharges for what should be therein acknowledged to have been received And whereas the said John Spencer by his last Will and Testament in Writing bearing date the Twenty first day of May One thousand eight hundred and sixteen and duly executed and attested for the Devise of Real Estates gave devised and bequeathed unto his Wife Elizabeth Spencer All his Messuages Cottages Closes Lands Tenements Hereditaments and Real Estates and all his Personal Estate whatsoever To hold the same unto and to the Use of his said Wife Elizabeth Spencer her Heirs Executors Administrators and Assigns for ever and appointed the said Elizabeth Spencer sole Executrix of his said Will And whereas the said John Spencer hath since departed this Life without altering or revoking his said Will and the same hath since been proved by the said Elizabeth Spencer in the Archdeaconry Court of Leicester And whereas the said several and respective Trustees parties hereto of the first sixth seventh and eighth parts respectively as having among themselves in their several shares aforesaid the full Sale and disposition of the entirety of the said Closes Pieces Parcels of Land Rights of Common Allotments and Hereditaments hereinafter particularly described and also released or intended so to be have contracted and agreed with the said William Tennant for the Sale to him of the absolute fee simple and inheritance of the said Closes Pieces Parcels of Land Rights of Common Allotments and Hereditaments respectively free from all incumbrances whatsoever Except as hereinafter mentioned at or for the Price or Sum of Nine hundred and fifteen Pounds ten shillings of lawful Money current in Great Britain to be paid to the in portions and manner hereinafter expressed And also in as much as the said Richard Spencer Mary Spencer William Ensor William Dawkins Thomas fforster and Elizabeth Spencer are entitled to the said Lands and Hereditaments subject to the said Indenture of the fffifteenth day of March One thousand eight hundred and sixteen so voluntarily made by them in trust for Sale as aforesaid therefore they have agreed to concur herein and convey and confirm the said Lands and Hereditaments in the manner hereinafter expressed and likewise by reason the said Jane Austin is entitled to Dower out of the said Lands and Hereditaments she hath also agreed concur in order to release the same Title to Dower Now this Indenture Witnesseth that in pursuance and performance of the said recited agreement for the Sale and purchase aforesaid and for and in consideration of the said Sum of Nine hundred and fifteen pounds ten shillings of lawful

Money current in Great Britain by the said William Tennant immediately before the Executors of these present well and truly paid in the proportions and manner hereinafter expressed (that is to say) as to the Sum of ffive hundred and twenty three pounds two shillings and eight pence being for four seventh parts thereof unto the said Richard Spencer William Ensor William Dickinson and Thomas Robinson as such Trustees under the said recited Indenture of the ffifteenth day of March One thousand eight hundred and sixteen as aforesaid and with the consent and approbation of the said parties hereto of the second third fourth and fifth parts respectively so far as they are respectively interested therein testified by their respective Executions hereof and being in full for the absolute purchase of four undivided seventh parts of and in the said Lands and Hereditaments so agreed to be purchased as aforesaid And as to the Sum of One hundred and thirty Pounds fifteen shillings and nine pence being one other Seventh part of the said Sum of Nine hundred and fifteen Pounds and ten shillings to the said John Stanton and William Dickinson as Trustees under the said recited Will of the said Sarah Moore deceased as aforesaid and being in full for the purchase of one other seventh part of and in the said Lands and Hereditaments

Respectively and as to the like Sum of One hundred and thirty Pounds fifteen Pounds [shillings] and nine pence being one other seventh part of the said Sum of Nine hundred and fifteen Pounds and ten shillings to the said Thomas Robinson and William Haimes as Trustees under the said recited Will of the said Samuel Robinson deceased and being in full for the purchase of one other seventh part of and in the said Lands and Hereditaments and as to the remaining Sum of One hundred and thirty Pounds fifteen shillings and nine pence being the other seventh part and ultimate residue of the said Sum o Nine hundred and fifteen Pounds and ten shillings the Purchase Money aforesaid to the said Cliff Ashmore as Sole Trustee under the said recited Will of the said Abraham Austin deceased and being in full for the Purchase of the remaining undivided seventh part of and in the said Lands and Hereditaments respectively the receipt of which said several hereinbefore mentioned proportions of the said Sum of Nine hundred and fifteen Pounds and ten shillings as and being the whole aggregate purchase Money of and for the said Lands and Hereditaments hereinbefore mentioned and hereinafter described and also released or intended so to be they the said several Trustees aforesaid Parties hereto of the first sixth seventh and eighth parts respectively so hereby according to their said proportions so paid to them respectively as aforesaid acknowledged and admit and likewise as to the payment of the Sum of ffive hundred and twenty three pounds two shilling and nine pence being four seventh parts of the said purchase Money to the said Trustees of the first part they the said parties hereto of he second third fourth and fifth parts respectively according to their respective Interests therein do hereby likewise admit And likewise as to the payment of the said Sum of One hundred thirty Pounds fifteen shillings and nine pence being one seventh part of the said purchase Money as aforesaid to the said Cliff Ashmore as aforesaid she the said Jane Austin both hereby likewise admit And further of and from the said aggregate Purchase Money of Nine hundred and fifteen Pounds and ten shillings and every part thereof they the said parties hereto of the first, second, third, fourth, fifth, sixth, seventh, and eighth parts respectively according to their respective shares and proportions aforesaid and as to such of the same parties as are Trustees so far as they are respectively authorized by any power or powers enabling them in that behalf do hereby for ever release and discharge the said William Tennant his Heirs Executors Administrators and Assigns and every of them And further in consideration of the Sum of ten shillings of lawful Money aforesaid to the said Richard Spencer Mary Spencer William Dawkins Thomas fforster Elizabeth Spencer and Jane Austin respectively at the time aforesaid paid by the said William Tennant the several receipts whereof are hereby acknowledged They the said Richard Spencer William Ensor William Dickinson and Thomas Robinson as Trustees under the said recited Indenture of the ffifteenth day of March One thousand eight hundred and sixteen and as to and concerning only the four undivided seventh parts comprised therein and conveyed thereby of and in the said Lands and Hereditaments hereinafter particularly described and also released and intended so to be and by and with the consent and approbation of the said parties hereto of the second, third, fourth and fifth parts respectively as and being the **Cestnique** trusts or parties beneficially interested under the said Indenture Have

and each and every of them Hath bargained sold and released and by these Do and each and every of them Doth Bargain Sell and Release And the said Richard Spencer Mary Spencer William Ensor William Dawkins Thomas fforster and Elizabeth Spencer as such **Cestnique** trusts as last mentioned and also as being together but in several shares and Interests as between themselves intituled to three of the said last mentioned four undivided seventh parts subject to the said Indenture Have and each and every of them Hath Granted Bargained Sold aliened released ratified and confirmed and by these Presents Do and each and every of them Doth grant bargain sell alien release ratify and confirm And the said John Stanton and William Dickinson as Trustees under the said recited Will of the said Sarah Moore deceased and as to and concurring the said undivided seventh part devised to them by the same Will Have and each of them Hath bargained sold and released and by these Presents Do and each of them Doth bargain sell and release And the said Thomas Robinson and William Haimes as Trustees under the said recited Will of the said Samuel Robinson deceased as aforesaid also as to and concerning the said undivided seventh part devised to them by the same Will Have and each of them Hath bargained sold and released and by these Persons Do and each of them Doth bargain sell and release And the said Cliff Ashmore as Sole Trustee under the said recited Will of the said Abraham Austin as aforesaid and as to the remaining seventh part devised to him by the same Will and with the consent and approbation of the said George Austin and Christopher Scott as Executors under the same Will and also with the priority and approbation of the said Jane Austin both as **cestnique** trust for Life under the same Will and likewise as having a Title to Dower in the same seventh part (testified as to each of the several parties aforesaid by their respective executions thereof) Hath bargained sold and released and by these Presents Doth bargain sell and release And the said Jane Austin for and in respect of the said last mentioned seventh part and expressly to the intent to extinguish any title to Dower which she might have therein and also as concerning any other Estate and Interest therein under the Will of the said deceased Husband Hath remised released and for ever quit claimed and by these Presents Doth remise release and for ever quit claim unto the said William Tennant (in his actual possession now being

By virtue of a Bargain and Sale to him thereof made by the said Richard Spencer, William Ensor William Dickinson, Thomas Robinson, John Stanton, William Haimes Cliff Ashmore, Mary Spencer William Dawkins Thomas ffoster Elizabeth Spencer and Jane Austin for five shillings consideration by Indenture bearing date the day next before the day of the date of these Presents for the Term of one year to be computed from the day next before the day of the date of the same Indenture of Bargain and Sale and by force of the Statute made for transferring Uses into Possession and to his Heirs and Assigns All those several Closes Pieces or Parcels of Land or Ground with the Appurtenances situate lying and being in the Township of Over Stonnall in the Parish of Shenstone in the County of Stafford aforesaid commonly called or known by **Hames** of Stonnall Piece with the Cottage and Garden standing and being thereon containing by Admeasurement Eight Acres two roods two perches (by the same more or less) The Wood Piece or the ffox Cover containing by Admeasurement Three Acres three roods and twenty three Perches (by the same more or less) and Stony Hill containing by Admeasurement Three Acres two roods and twenty eight perches (by the same more or less) late in the occupation of ffletcher and now of late of William Stanton And also all and singular the rights of Common whatsoever either of Pasture **Turbary** or otherwise appendant appurtenant or belonging to the said Closes Pieces or Parcels of Land hereinbefore described of in or over any Common or Waste Lands whatsoever Situate and being within the said Parish of Shenstone and which said Commons and Waste Lands have been allotted and inclosed or are authorised and intended to be allotted and inclosed by and under a certain Act of Parliament made and passed in the ffifty first Year of the present Reign intituled "An Act for inclosing the Commons "and Waste Lands in the Townships or Hamlets of Over Stonnall and Lynn Lower Stonnall and Thornes, Shenstone, Woodend and ffootherly, Little "Hay Chesterfield and Little Aston in the Manors of Shenstone and Little Aston, in the Parish of Shenstone in County of Stafford" And all and every allotment and allotments set out and made or intended to be set out made and awarded for and in respect of the said rights of Common under and by virtue of the said Act And further all and singular other right or rights of Common whatsoever

either of Pasture **Turbary** or otherwise howsoever which were appendant or appurtenant or belonging or attached to any other Messuages Tenements or Lands whatsoever situate lying or being in the Parish of Shenstone aforesaid in the said County of Stafford which were late the Estate of the said John Moore deceased and were devised by his said Will and have since come to and accrued to the said Parties hereto of the first, second, third, fourth, fifth, sixth, seventh and eighth parts respectively and every or any of them And also all and every allotment and allotments whatsoever set out and made or intended to be set out and made and also awarded for or in respect of the said last mentioned rights of Common respectively under and by virtue of the said hereinbefore mentioned act of parliament and every of them and every part and parcel of the same with their respective Appurtenances And all and singular Outhouses Buildings Yards Orchards Gardens Ways Watercourses Sewers Ditches Drains Lands Meadows Pastures ffeedings Woods Underwood Hedges ffences Lights Liberties Easements Profits Privileges Commodities Advantages Emoluments Hereditaments and Appurtenances whatsoever to the said Lands and Hereditaments and Premises hereinbefore mentioned and intended to be hereby released or any part or parcel thereof belonging or in any wise appertaining or to or with the same or any part thereof now or at any time heretofore usually had hold used occupied possessed or enjoyed or accepted reputed deemed taken or known to be as part parcel or member thereof or of any part thereof And the Reversion and Reversions Remainder and Remainders Yearly and other Rents Issues and Profits thereof And all the Estate Right Title Interest Use Trust Property Possession Possibility Claim and Demand whatsoever both at Law and in Equity or otherwise howsoever of them the said Richard Spencer William Ensor William Dickinson Thomas Robinson John Stanton William Haimes Cliff Ashmore Mary Spencer William Dawkins Thomas fforster and Jane Austin respectively in their several and respective rights and capacities aforesaid of in to or out of the same Hereditaments and Premises every or any Part or Parcel thereof And all Deeds Evidences and Writings touching or in any wise concerning the same Premises or any Part or Parts thereof alone or jointly with other Hereditaments of less value which they the said Richard Spencer William Ensor William Dickinson Thomas Robinson John Stanton William Haimes Cliff Ashmore Mary Spencer William Dawkins Thomas fforster and Jane Austin any or either of them now have or hath in their any or either of their custody or Power or can come at without Suit at Law or in Equity together with true and attested Copies upon proper Stamps of all such other Deeds Evidences and Writings now in their any or either of their custody power or procurement as concern or relate to the same Premises or any part or parts thereof jointly or together with any other Laws or Tenements of greater value such copies to be made and taken at the Costs and Charges of the said William Tennant his Heirs or Assigns To have and to hold the said Closes Pieces or Parcels of Land Rights of Common allotments Hereditaments and all and singular other the Premises hereinbefore mentioned and Intended to be hereby released with their and every of their Appurtenances unto the said William Tennant his Heirs and Assigns for over To the Use and behoof of the said William Tennant his and Assigns for ever (Subject only to the Land Tax charged thereon and to the Chief Rent or

Annual payment of nine shillings and six pence henceforth to be issuing and payable out of the said hereditaments hereinbefore mentioned and intended to be hereby released with the Appurtenances And to for or upon no other use trust intent or purpose whatsoever And the said Richard Spencer William Ensor William Dickinson Thomas Robinson John Stanton William Haimes and Cliff Ashmore in the Character of Trustees respectively as aforesaid separately and apart each for himself his respective Heirs Executors and Administrators and not jointly or the one for the others or other of them or for the Heirs Executors Or Administrators or acts of the others or other of them but each of them for his own Acts only do Covenant and declare to and with the said William Tennant his Heirs and Assigns by these Presents that they the said Richard Spencer William Ensor William Dickinson Thomas Robinson John Stanton William Haimes and Cliff Ashmore have not nor have nor hath any or either of them at any time or times heretofore made done or committed or wittingly or willingly permitted or suffered to be done or been party or privy to the doing of any act deed matter or thing whatsoever whereby wherewith or by reason or means whereof the said Lands Hereditaments and Premises hereinbefore

mentioned and intended to be hereby released or any of them or any part or parts thereof are is can shall or may be charged impeached incumbered or in any wise affected And the said Richard Spencer Party hereto for himself his Heirs Executors and Administrators and for the Estate Title Possession quiet enjoyment freedom from incumbrances and further assurance of Two undivided seventh parts of and in the Premises hereinbefore mentioned and intended to be hereby released with the Appurtenances being in respect of the said seventh part originally devised to Richard Spencer of Sharesstone aforesaid the father of the said Richard Spencer party hereto by the said Will of the said John Moore deceased and also of the seventh part which descended to the said Richard Spencer deceased on the Death intestate of his Brother the said William Spencer And the said Mary Spencer for herself her Heirs Executors Administrators and for the Estate Title Possession freedom from incumbrances and further assurance of one other undivided seventh part of and in the same Premises during her natural Life being in respect of the said seventh Part that was devised to her for her Life with remainders over by the Will of her late Husband the aforesaid ffrancis Spencer deceased And the said William Ensor for himself his Heirs Executors and Administrators and for the Estate Title possession freedom from incumbrances and further assurance of the inheritance in fee simple of and in two undivided fourth parts of and in the said last mentioned undivided seventh part in reversion or remainder immediately expectant upon or after the decease of the said Mary Spencer And the said William Dawkins for himself his Heirs Executors Administrators and for the Estate title possessions quiet enjoyment freedom from incumbrances and further assurance of the inheritance in fee simple of and in one other undivided fourth part of and in the said last mentioned undivided seventh part in reversion or remainder immediately expectant upon or after the decease of the said Mary Spencer And the said Thomas fforster for himself his Heirs Executors and Administrators and for the Estate title possession quiet enjoyment freedom from incumbrances and further assurance of and in the remaining undivided fourth part of and in the said last mentioned undivided seventh part in reversion or remainder immediately expectant upon or after the decease of the said May Spencer And the said Elizabeth Spencer for herself her Heirs Executors and Administrators and for the Estate title possession quiet enjoyment freedom from incumbrances and further assurance of and in One other undivided seventh part of and in the Premises hereinbefore mentioned and intended to be hereby released with the Appurtenances being in respect of the said seventh part originally devised to the said John Spencer deceased by the Will of the said John Moore deceased And the said Jane Austin for herself her Heirs Executors and Administrators and for the Estate Title possession freedom from incumbrances and further assurances of and in one other undivided seventh part of and in the same Premises during her natural Life being in respect of the seventh part of which the said Abraham Austin her late deceased husband died seised and also devised by his Will do and each and every of them doth covenant promise and Agree to and with the said William Tennant his Heirs and Assigns by these Presents in manner following (that is to say) that for and notwithstanding any Act Deed Matter or Thing whatsoever by the said Richard Spencer Party hereto Mary Spencer William Ensor William Dawkins Thomas fforster Elizabeth Spencer Cliff Ashmore and Jane Austin or any or either of them or by the said Richard Spencer deceased William Spencer John Spencer Abraham Austin and John Moore deceased or any or either of them or by any person or persons lawfully claiming or to claim by from or under or In Trust for them or any of them at any time heretofore made done or committed or wittingly or willingly suffered to the contrary they the said Richard Spencer Party hereto Mary Spencer William Ensor William Dawkins Thomas fforster Elizabeth Spenser Jane Austin William Dickinson Thomas Robinson John Stanton William Haimes and Cliff Ashmore at the time of the sealing and delivery of these presents are or some or one of them are or is lawfully rightfully and absolutely seized of and in the said Lands Hereditaments and Premises hereinbefore mentioned and intended to be hereby released with their and every of their Appurtenances of and for a good sure perfect absolute and indefeasible Estate of Inheritance in fee simple in possession without any Condition Use Trust Power of Revocation Limitation of Uses or Uses or other matter restraint cause or thing whatsoever which can or may alter change charge revoke make void or incumber the same or any part or parts thereof (Except the Land Tax charged on the said Premises and the said Chief Rent or annual payment of nine

Shillings and six pence henceforth to be issuing and payable as aforesaid) And that for and notwithstanding any such Act Deed Matter or Thing as aforesaid they the said Richard Spencer Party hereto Mary Spencer William Ensor William Dawkins Thomas fforster Elizabeth Spencer Jane Austin William Dickinson Thomas Robinson John Stanton William Haimes and Cliff Ashmore now have in themselves or some or one of them now have or hath in themselves himself or herself good right full power and lawful and absolute Authority by these presents to convey and assure the said Lands Hereditaments and Premises hereinbefore mentioned and intended to be hereby released with their and every of their Appurtenances into and To the use of the said William Tennant his Heirs and Assigns for ever in manner and form aforesaid according to the true intent and meaning of these Presents And further that he the said William Tennant his Heirs and Assigns shall and lawfully may from time to time and at all times hereafter peaceably and quietly into have hold use occupy possess and enjoy the said Lands Hereditaments and Premises hereinbefore mentioned and intended to be hereby released with their and every of their Appurtenances and to receive and take the Rents Issues and Profits thereof and of every part and parcel thereof to and for his and their own respective use and benefit without the lawful let suit hindrance interruption or denial of the said Richard Spencer Party hereto Mary Spencer William Ensor William Dawkins Thomas fforster Elizabeth Spencer and Jane Austin or any or either of them their any or either of their Heirs or Assigns or any of them or any person or persons lawfully claiming or to claim any Estate Rights Title Trust or Interest in to or out of the same Premises or any part or parcel thereof by from or under or In Trust for him her them or any of them or by from or under or in trust for the said Richard Spencer deceased William Spencer John Spencer Abraham Austin and John Moore respectively deceased or any of them or by from or under any of their right Title Estate or interest (Save and except the person or persons claiming or to claim in respect of the Land Tax and Chief Rent or annual payment hereinbefore excepted and in respect thereof only) And that free and clear or freely and clearly acquitted exonerated and discharged or otherwise by the said Richard Spencer Party hereto Mary Spencer William Ensor William Dawkins Thomas fforster Elizabeth Spencer and Jane Austin their Heirs Executors or Administrators some or one of them well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of former and other Gifts Grants Bargains Sales Leases Mortgages Estates Jointures Dowers Titles of Dower Uses Trusts Wills Intails Rents and arrears of Rent Statutes Recognizances **Indgments** Extents Executions Titles Charges and Incumbrances whatsoever had made done committed or occasioned or wittingly or willingly suffered by the said Richard Spencer Party hereto Mary Spencer William Ensor William Dawkins Thomas fforster Elizabeth Spencer and Jane Austin or any or either of them or any person or persons lawfully claiming or to claim by from or under or In Trust for him her them or any of them or by from under or In trust for the said Richard Spencer William Spencer John Spencer Abraham Austin and John Moore respectively deceased or any of them or by through or with his her their or any of their acts means default priority or procurement (Except the Land Tax charged on the said Premises and such Chief Rent or annual payment of Nine shillings and sixpence henceforth to be issuing and payable as aforesaid) And moreover that they the said Richard Spencer Mary Spencer William Ensor William Dawkins Thomas fforster Elizabeth Spencer and Jane Austin and their Heirs and all and every person and persons who-soever having or lawfully or Equitably claiming or who shall or may hereafter have or lawfully or Equitably claim any Estate Right Title or Interest in to or out of the Said Lands Hereditaments and Premises hereinbefore mentioned and intended to be hereby released with the Appurtenances or any part thereof by from or under or In Trust for him her them or any of them or by from or under or in trust for the said Richard Spencer William Spencer John Spencer Abraham Austin and John Moore respectively deceased or any of them Save and except the person or persons claiming or to claim in respect of the charges rights and interests hereinbefore excepted and in respect thereof only) shall and will from time to time and at all times hereinafter upon every reasonable request and at the proper Costs and Charges in the Law of the said William Tennant his Heirs or Assigns make Deeds Conveyances and Assurances the Law whatsoever for the further and better more perfect and absolute Granting conveying Assuring and Confirming of the same Lands Hereditaments and Premises with their and every of their Appurtenances unto and to the use of the said William Tennant his Heirs and Assigns for ever be the same by ffine or ffines Common Recovery or Common Recoveries or any other matter of record or otherwise howsoever As by the said

William Tennant his Heirs and Assigns or his or their Council learned in the Law shall be reasonably devised or advised and required And lastly it is hereby agreed and declared by and between All the said parties to these Presents that all Terms for years (if any such there be) comprising the said Lands Hereditaments and Premises hereinbefore mentioned and intended to be hereby released either alone or together with any other Lands or Hereditaments shall henceforth with respect to the said Premises hereby or intended to be hereby released be In Trust for the said William Tennant his Heirs and Assigns to be disposed of as he or they shall direct or appoint and in the mean time to attend the Reversion freehold and Inheritance of the same Premises in order to protect the same from all mesue Charges and Incumbrances) if any such there be In Witness whereof the said Parties to these Presents have hereunto set their Hands and Seals the day and Year first before written.

(signatures)

Richard (seal) Spencer Alc (seal) Robinson William (seal) Dawkins Inc (seal) Stanton George (seal) Austin
William (seal) Enser Frances (seal) Spencer Thomas (seal) Foster William (seal) Haines C. (seal) Scott
Wm (seal) Dickinson Mary (seal) Spencer The Mark (seal) and Seal Cliff (seal) Ashmore Jane (seal) Austin
of Elizabeth + Spencer

Dated 9th October - 1817

The Devisors and Repres~ves
of the late Mr John Moore
deceased.....
~~~~~ to ~~~~~  
William Tennant Esq~r

**Conveyance** in  
ffee of Lands and Heredi~ts  
on Over Stonnall in the Parish  
of Shenstone in the County  
of Stafford . & .

**Signed** sealed and delivered by the within named  
Elizabeth Spencer in the presence of **him**

**Ino. Heeley Ato~y Walsall**

**Edw~d Boyer Hathern Leicestershire**

Signed Sealed and Delivered by the within named \_\_\_\_\_ }

Richard Spencer William Ensor Wiliam Dickinson Thomas Robinson }

William Dawkins Thomas Foster John Stanton and William Haimes }

in the presence of \_\_\_\_\_

**Ino. Heeley Ato~y Walsall**

**Ino. Warren Paget**

*Signed sealed and delivered by the within* }

named Frances Spencer in the presence of }

**Rob~t .....**

Clk to **Molprs** Paget & Smith

Signed sealed and delivered the }  
within named Cliff Ashmore George }  
Austin Christopher Scott and }  
Jane Austin in the presence of }

**Robert Lanning** Clk to

Mr Ashmore

**George Scott** No 8 Brownlow  
Street Holborn

Signed sealed and delivered by the within }  
named Mary Spencer in the presence of }

**Jno. Warren Paget**

**Received** on the day of the date of the within written }  
Indenture of and from the within named William Tennant the Sum }  
of Nine Hundred and fifteen pounds and ten shillings being the full }  
consideration Money within expressed to be by him paid to us }  
respectively in the proportions and in manner as within }  
particularly mentioned and expressed witness our Hands. }

s      d  
**£915.10.0**

Witness to the signing hereof by the said }  
William Haimes Richard Spencer }  
William Ensor William Dickinson Thomas }  
Robinson and John Stanton. }

**Ino. Heeley**  
**Ino. Warren Paget**

Witness to the signing by the }  
Said Cliff Ashmore\_\_ }

**Robert Lanning**

**George Scott**

**William Haimes**  
**Richard Spencer**  
**William Ensor**  
**Wm Dickinson**  
**Tho Robinson**  
**Jno Stanton**  
**Cliff Ashmore**

[stamp of **GR** monogram and GR  
and numbered **52** and **81** ]

# This Indenture

of Eleven Parts made the ninth x x x x day of October x in the fifty seventh Year of the Reign of our Sovereign Lord George the Third by the Grace of God of the United Kingdom of Great Britain and Ireland King defender of the faith And in the Year of our Lord One thousand eight hundred and seventeen Between Richard Spencer of Sharestone in the County of Leicester Gentleman William Ensor of Boccheston in the same County ffarmer William Dickinson of Twycross in the same County Gentleman and Thomas Robinson of Melbourne in the same County ffarmer (trustees for Sale under the Indentures of Lease and Release of the ffourteenth and ffifteenth days of March One thousand eight hundred and sixteen hereinafter recited for undivided Seventh parts of and in the lands and Hereditaments hereinafter mentioned and intended to be hereby released ) of the first part, the said Richard Spencer who at the date of the said Indentures of Lease and Release of the ffourteenth ffifteenth days of March one thousand eight hundred and sixteen and seized to him and his Heirs fee of two of the said four undivided seventh Parts to wit. as Eldest Son and Heir at Law of his ffather Richard Spencer late of Sharestone aforesaid Grazier deceased xx who was one of the original Devisers in remainder thereof under the Will of John Moore hereafter recited and was also oldest Brother and the heir at Law of William Spencer one other such Devisors, and Frances his wife of the second part Mary Spencer of Boccheston aforesaid Widow (a deviser for Life of one other of the said ffour undivided Seventh parts under the hereinafter recited Will of ffrances Spencer deceased) of the third part The said William Ensor William Dawkins of Sibson in the County of Leicester ffarmer and Thomas Forster of Appleby in the County of Leicester ffarmer (Devisers in remainder expectant upon the decease of the said Mary Spencer as Tenants in Common in fee of the last mentioned seventh parts under the hereinafter recited Will and Codicil of the said ffrancis Spencer in the proportions following that is to say the said William Ensor being recited to two Shares and the said William Dawkins and Thomas fforster to one share each of the same seventh part) of the fforth part Elizabeth Spencer of Hathern in the said County of Leicester Widow and Deviser in ffee named in the last Will and Testament of John Spencer of Hathern aforesaid Yeoman who was a Deviser in ffee under the said Will of the said John Moore of the other or remaining our undivided seventh part of the four hereinafter mentioned seventh parts) of the fifth part John Stanton of Appleby aforesaid ffarmer and the said William Dickinson (Trustees for Sale under the Will of Sarah Moore deceased hereinafter recited of one other undivided seventh part of and in the Lands and Hereditaments hereinafter mentioned and intended to be hereby released) of the sixth part. The said Thomas Robinson and William Haimes of Melbourne aforesaid Hosier (Trustees for Sale under the hereinafter recited Will of Samuel Robinson deceased of one other undivided seventh part of and in the Lands and Hereditaments hereinafter mentioned and intended to be hereby released) of the seventh part Cliff Ashmore of Henrietta Street Covent Garden in the County of Middlesex Gentleman (a Trustee for Sale under the hereinafter recited Will of Abraham Austin deceased of the remaining one undivided seventh part of and in the Lands and Hereditaments hereinafter mentioned and intended to be hereby released) of the eighth part George Austin of Gutter Lane in the City of London Habberdasher and Christopher Scott of Brownlow Street Holborn in the County of Middlesex Tailor (Executors named in and appointed by the said Will of the said Abraham Austin ) of the ninth part Jane Austin of Clarkenwell Green in the said County of Middlesex (Widow and Relict of the said Abraham Austin and beneficially entitled under his Will to all Estate in the said last mentioned undivided seventh part for her Life if she should so long continue a Widow or otherwise intitled to live Dower thereout of the tenth part and William Tennant now or late of Little Aston Hall in the Parish of Shenstone in the County of Stafford Esquire of the eleventh part Whereas John Moore late of Austrey in the County of Warwick Gentleman deceased being seised of or well intitled to the inheritance in fee simple in possession of and in the lands and hereditaments hereinafter mentioned and intended to be hereby released with the appurtenances together with other Hereditaments in and by his last Will and Testament reciting dated the ninth day of December which was in the year of our Lord One thousand seven hundred and eighty eight and executed and attested in such manner as is by law required for rendering valid devises of ffreehold Estates gave and devised to Henry Ward of Castle Bromwich in the County of Warwick Gentleman and Hugh Stanton of Austrey aforesaid Yeoman and their Heirs All his Estate at Saint Margaret's in the Borough of Leicester and at Shenstone and Aldridge or elsewhere in the County of Stafford with their appurtenances To Hold the same to the said Henry Ward and Hugh Stanton their Heirs and

Assigns To the use of the said Testator's Wife Sarah Moore and her assigns during her natural Life with remainder to To the use of his said Trustees and their heirs during the Life of his said Wife In Trust to preserve the reciting out remainders thereafter limited with remainder to all and every the Child and Children whomsoever Sons and Daughters whom he should have by his said Wife Sarah Moore equally as Tenants in Common in tail with cross remainders between them in tail but which limitation did not take effect by reason of the Death of the said Testator without having any Issue with Remainder To the use of Richard Spencer father of the said Richard Spencer partly hereto and since deceased therein described as of Shenstone aforesaid Grazier William Spencer Francis Spencer and John Spencer ( Brothers of the said Richard Spencer deceased) Samuel Smith of Hathern in the said County of Leicester farmer who married Alice Spencer the then deceased Sister of the said Richard Spencer Samuel Robinson of Melbourne in the County of Leicester farmer who married Mary Spencer deceased another Sister of the said Richard Spencer and Abraham Austin of the City of London Dissenting Minister who married Jane Spencer also Sister of the said Richard Spencer and to their Heirs and Assigns for ever as Tenants in Common As by the said Will proved in the Prerogative Court of Canterbury some time in the Month of June One thousand seven hundred and ninety will appear. And whereas the Testator left the said Sarah Moore his Widow and John Moore of Deptford in the County of Kent Turner his Nephew and Heir at Law

**Him** surviving And whereas the said Samuel Smith departed this Life in the Life time of the said Testator whereby one undivided seventh part or share of and in the said hereditaments and premises devised by the said recited Will descended upon the said John Moore the Nephew as his Heir at Law (Subject to the Life Estate of the said Sarah Moore therein) And whereas by Indentures of Lease and Release bearing date respectively the Twenty seventh and Twenty eighth days of February One thousand seven hundred and ninety two and respectively made or expressed to be made between the said John Moore the Nephew of the one part and the said Sarah Moore of the other part for the considerations therein mentioned the said John Moore the Nephew granted and released unto the said Sarah Moore and to her Heirs and Assigns All that one undivided seventh part of him the said John Moore the Nephew of and in (among other hereditaments) The Lands and Hereditaments hereinafter mentioned and intended to be hereby released with the Appurtenances To hold the same unto and to the use of the said Sarah Moore her Heirs and Assigns for ever And whereas the said Samuel Robinson by his last Will and Testament in Writing bearing date the Twenty eighth day of May One thousand seven hundred and ninety six and executed and attested so as to pass freehold Estates gave and devised (among other Hereditaments) All his share or part right title and interest of and in All those Messuages Lands Tenements Hereditaments and Premises situate and being in the Parish of Shenstone and Aldridge or one or both of them or elsewhere in the County of Stafford all which part or share of the said premises were given and devised to him and his Heirs for ever in and by the said Will of the said John Moore deceased with their Appurtenances unto and To the use of his Son the said Thomas Robinson and the said William Haimes and their Heirs and Assigns for ever Upon Trust that they the said Thomas Robinson and William Haimes or the Survivor of them or the Heirs of such Survivor should as soon after his decease as conveniently might be sell and dispose of his said part or share right Estate and Interest of the said hereditaments and premises in Shenstone and Aldridge aforesaid either together or in Parcels to the best Purchaser or Purchasers and for the best piece or pieces which they could reasonably get for the same And the said Testator thereby declared that the receipt and receipts of the said Thomas Robinson and William Haimes or the Survivor of them or the Heirs of such Survivor should be a sufficient release and discharge to such purchaser or purchasers for his her or their purchase Monies or for so much thereof for which such receipt or receipts should be given without such purchaser or purchasers being obliged to see to the application of or being answerable for the nonapplication or misapplication of the said purchase Money or any part thereof And whereas the said Testator afterwards departed this Life without revoking or altering his said Will. As by the same Will proved in the Consistory Court of the Bishop of Lichfield and Coventry will appear And whereas the said Francis Spencer in and by his last Will and Testament in Writing bearing date the sixth date of August One thousand eight hundred and six and executed and attested as is

by law required for rendering valid devises of freehold Estates gave and devised (among other hereditaments) his reversion expectant on the decease of the said Sarah Moore of and in one undivided seventh part of all that Messuage or Tenement Barns Stables Gardens fold yard and other Outbuildings several Closes Pieces or Parcels of Land farm and Premises with the hereditaments and appurtenances thereto belonging or enjoyed therewith or accepted reputed deemed taken or known as part or parcel thereof situate standing lying and being at Stone Hall in the County of Stafford then or then late in the occupation of Fletcher unto the said Testators Wife the said Mary Spencer for and during the Term of her natural Life and from and after her decease the said Testator gave and devised all that his said Reversion expectant on the decease of the said Sarah Moore of and in his said undivided seventh part of all and singular the aforesaid Hereditaments and Premises at Stone Hall aforesaid unto his Nephews the said William Ensor and William Dawkins his Niece Mary Ensor and his Nephew the said Thomas Forster their Heirs and Assigns for ever as tenants in common and not as joint Tenants And whereas the said Francis Spencer duly made and executed a certain Codicil to his said Will bearing date on or about the fourth day of May One thousand eight hundred and seven but which did not affect the said devise to the said devise to the said William Ensor William Dawkins Mary Ensor and Thomas Forster And whereas the said Francis Spencer only made and executed a certain other Codicil to his said will bearing date on or about the ninth day of December One thousand eight hundred and seven and executed and attested in such manner as is by law required for rendering valid devises of freehold Estates whereby after reciting the death of the said Mary Ensor he gave and devised the part or share of his real Estate which by his Will he had given and devised to his said Niece unto his Wife's Nephew the said William Ensor his Heirs and Assigns for ever And whereas the said Francis Spencer departed this Life without revoking or altering his said Will except so far as the same is revoked or altered by his said Codicils and without revoking or altering his said Codicils As by the same Will and Codicils respectively proved in the Peculiar and exempt Jurisdiction of Grooby in the County of Leicester will appear And whereas the Premises hereinbefore particularly mentioned by the description contained in the said recited Will of the said Francis Spencer comprised the Closes Pieces or Parcels of land and hereditaments hereinafter mentioned and intended to be hereby released with the Appurtenances And whereas the said Sarah Moore by the last Will and Testament in writing dated the Eleventh day of June One thousand eight hundred and fourteen and executed and attested so as to pass freehold Estates gave and devised All her Shares and Parts of and in all and singular the Messuages Lands and Hereditaments and real Estate situate in the Counties of Leicester and Stafford which were theretofore the Estates of her late Husband John Moore deceased and devised to him by his late Aunt Ales Lee deceased together with other Hereditaments unto her Brother the said John Stanton and her friend the said William Dickinson their Heirs Executors Administrators Assigns Upon Trust that the said John Stanton and William Dickinson or the Survivor of them or the Heirs Executors or Administrators of such Survivor should as soon as conveniently might be after her decease absolutely sell and dispose of all and singular the said real Estates and parts and

**Shares** of real Estates by private Contract or by public Auction for the best Piece or Pieces that could be had or gotten for the same And the said Testatrix thereby released that the receipt or receipts of the said John Stanton and William Dickinson or the Survivor of them or the Heirs Executors or Administrators of such Survivor should be a good and sufficient release and discharge and good and sufficient release and discharges to any Purchaser or Purchasers for his her or their Purchase Money or for so much thereof for which such receipt or receipts should be given without such Purchaser or Purchasers being obliged to see to the application or being answerable for the misapplication or nonapplication of the said Purchase Money or any part thereof And whereas the said Sarah Moore the Testatrix departed this Life in the Month of April One thousand eight hundred and fifteen without revoking or altering her said Will except by adding a certain Codicil thereto bearing date on or about the Twenty fourth day of November which was in the Year of our Lord One thousand eight hundred and fourteen but which did not affect the said devise to the said John Stanton and William Dickinson As by the same Will and Codicil proved in the Prerogative Court of Canterbury sometime in the Year One

thousand eight hundred and fifteen will appear And whereas the Premises hereinbefore particularly described and mentioned to have been devised by the said recited Will of the said Sarah Moore comprised the closes Pieces or Parcels of Land and Hereditaments hereinafter mentioned and intended to be hereby released with the appurtenances And whereas the said Abraham Austin by his last Will and Testament in writing dated the ninth day of November One thousand eight hundred and fourteen and executed and attested so as to pass freehold Estates After Reciting that under the said recited Will of the said John Moore deceased he the said Testator Abraham Austin was entitled to the Reversion in fee simple expectant on the determination of the Estate for Life of the said Sarah Moore of and in one undivided seventh part of the said Premises comprised in and devised by the said recited Will of the said John Moore to the said Henry Ward and Hugh Stanton as aforesaid gave and devised all his said reversionary right and Interest after the determination of the said precedent Estate of and in the said Premises and all other his Real Estates whatsoever unto and to the use of his friend the said Cliff Ashmore his Heirs and Assigns Upon Trust to pay to or permit and suffer his the said Testator's Wife Jane Austin and her assigns to receive the rents thereof during the Life if she should so long continue his Widow and unmarried And after the decease or Marriage of his said wife which should first happen (Subject nevertheless to the Provisions hereinafter contained) Upon certain trusts therein mentioned And the said Testator declared that it should be lawful for the said Cliff Ashmore his Heirs or Assigns at any time after his said reversionary Interest should have come into possession with the consent of his said Wife and of his Executors hereinafter named during the Life or Widowhood of his said Wife and after her decease or second Marriage with the consent of his said Executors or of the Survivor of them and after the decease of such Survivor at his own discretion to sell and dispose of his said Reversionary Estate and Interest and all other his real Estate whatsoever to any person or persons whomsoever for the best piece or pieces that could be reasonably obtained for the same And for facilitating such Sale the said Testator directed that the receipt or receipts of his said Trustee or his Heirs for the Purchase Monies thereof or of any part thereof should be a sufficient discharge or sufficient discharges for the same and that the purchaser or purchasers thereof should not afterwards be liable to see to the application of the purchase Money nor be accountable for the loss misapplication or nonapplication thereof And the said Testator appointed his Son the said George Austin and his Son in Law the said Christopher Scott Executors of his said Will And whereas the said Abraham Austin the Testator departed this Life without revoking or altering his said Will except by adding a certain Codicil thereto bearing date on or about the Twenty third day of June which was in the year of our Lord One thousand eight hundred and sixteen but which did not affect the said devise to the said Cliff Ashmore or the said Trust for the said Jane Austin or the said Power of Sale or the Appointment of Executors the said last recited Will contained And whereas the said George Austin and Christopher Scott have accepted the said Executorship and only proved the said Will with the said Codicil in the Prerogative Court of Canterbury And whereas under or by virtue of certain Indentures of Lease and Release dated respectively the fourteenth and fifteenth days of March One thousand eight hundred and sixteen The Indenture of Release being made or expressed to be made between the said Richard Spencer and Frances his Wife of the first part the said Mary Spencer Widow William Ensor William Dawkins and Thomas Forster of the second part the said John Spencer since deceased and the said Elizabeth his Wife of the third part John Warren Paget of Atherstone in the County of Warwick Gentleman of the fourth part and the said Richard Spencer and William Ensor William Dickinson and Thomas Robinson of the fifth part and of a fine sur **comzance** de droit come ceo &c. in the same Indenture of Release covenanted and agreed to be levied by the said Richard Spencer and Frances his Wife John Spencer and Elizabeth his Wife and which has since been only levied accordingly The four undivided seventh parts or shares the whole into seven equal parts or shares to be divided of them the said Richard Spencer Mary Spencer William Ensor William Dawkins Thomas Forster and John Spencer of and in the Closes Pieces or Parcels of Land and Hereditaments with the Appurtenances hereinafter mentioned and intended to be hereby released were for the Considerations in the said Indentures of Lease and Release now in recital mentioned limited and assured To the use of the said Richard Spencer William Ensor William Dickinson and Thomas Robinson their Heirs and Assigns for ever Nevertheless Upon Trust that they the said Richard Spencer William Ensor William Dickinson

**And** Thomas Robinson or the Survivors or Survivor of them or their heirs of such Survivor should as soon as conveniently might be after the execution of the now reciting Indenture make sale and dispose of the parts or shares thereby released or otherwise assured or intended so to be in all or any of the Hereditaments thereinbefore described by public Auction or Private Contract and in such Lot or Lots and at one time or several times as the Trustees or Trustee for the time being of the Indenture of release now in recital should think fit and so that the said parts or shares thereby released or otherwise assured of and in all or any of the hereditaments thereinbefore described might be sold either with or without both or either of the other three undivided seventh parts of the said Hereditaments and so that the Trustees or Trustee for the time being of the same Indenture might have Power to buy in at any Auction or to rescind or vary the terms of any Agreement for the sale by Auction or private Contract and afterwards to sell by public Auction or private Contract without being answerable for any loss upon or by means of the resale and to make all such arrangements and stipulations relating to the said Sales or Sales and the assurance or assurances to the Purchaser or Purchasers as the said Trustee or Trustees for the time being should think fit and should convey and assure the Premises when sold as the Purchaser or Purchasers should direct and it is by the Indenture now recital Declared that all Acts Deeds Contracts Conveyances and Assurances which should be made entered into done and executed by the Trustees or Trustee for the time being for effecting any such Sale or Sales aforesaid should whether the said Richard Spencer Mary Spencer William Ensor William Dawkins Thomas fforster and John Spencer or any of Them their or any of their Heirs Executors or Administrators should or would not according to their respective beneficial shares Estates or Interests joint therein or assent thereto thento be equally valid and effectual and bind the said Richard Spencer Mary Spencer William Ensor William Dawkins Thomas fforster and John Spencer respectively and their respective Heirs Executors and Administrators And that the Person or Persons who should pay any Purchase Money for the parts or Shares thereby released or otherwise assured or intended so to be to the Trustees or Trustee for the time being should not be required to see to the application of what should be so paid and that the receipt of the of the Trustees or Trustee for the time being should be effectual discharges for what should be therein acknowledged to have been received And whereas the said John Spencer by his last Will and Testament in Writing bearing date the Twenty first day of May One thousand eight hundred and sixteen and duly executed and attested for the Devise of Real Estates gave devised and bequeathed unto his Wife Elizabeth Spencer All his Messuages Cottages Closes Lands Tenements Hereditaments and Real Estates and all his Personal Estate whatsoever To hold the same unto and to the Use of his said Wife Elizabeth Spencer her Heirs Executors Administrators and Assigns for ever and appointed the said Elizabeth Spencer sole Executrix of his said Will And whereas the said John Spencer hath since departed this Life without altering or revoking his said Will and the same hath since been proved by the said Elizabeth Spencer in the Archdeaconry Court of Leicester And whereas the said several and respective Trustees parties hereto of the first sixth seventh and eighth parts respectively as having among themselves in their several shares aforesaid the full Sale and disposition of the entirety of the said Closes Pieces Parcels of Land Rights of Common Allotments and Hereditaments hereinafter particularly described and also released or intended so to be have contracted and agreed with the said William Tennant for the Sale to him of the absolute fee simple and inheritance of the said Closes Pieces Parcels of Land Rights of Common Allotments and Hereditaments respectively free from all incumbrances whatsoever Except as hereinafter mentioned at or for the Price or Sum of Nine hundred and fifteen Pounds ten shillings of lawful Money current in Great Britain to be paid to the in portions and manner hereinafter expressed And also in as much as the said Richard Spencer Mary Spencer William Ensor William Dawkins Thomas fforster and Elizabeth Spencer are entitled to the said Lands and Hereditaments subject to the said Indenture of the fffifteenth day of March One thousand eight hundred and sixteen so voluntarily made by them in trust for Sale as aforesaid therefore they have agreed to concur herein and convey and confirm the said Lands and Hereditaments in the manner hereinafter expressed and likewise by reason the said Jane Austin is entitled to Dower out of the said Lands and Hereditaments she hath also agreed concur in order to release the same Title to Dower Now this Indenture Witnesseth that in pursuance and performance of the said recited agreement for the Sale and purchase aforesaid and for and in consideration of the said Sum of Nine hundred and fifteen pounds ten shillings of lawful

Money current in Great Britain by the said William Tennant immediately before the Executors of these present well and truly paid in the proportions and manner hereinafter expressed (that is to say) as to the Sum of ffive hundred and twenty three pounds two shillings and eight pence being for four seventh parts thereof unto the said Richard Spencer William Ensor William Dickinson and Thomas Robinson as such Trustees under the said recited Indenture of the ffifteenth day of March One thousand eight hundred and sixteen as aforesaid and with the consent and approbation of the said parties hereto of the second third fourth and fifth parts respectively so far as they are respectively interested therein testified by their respective Executions hereof and being in full for the absolute purchase of four undivided seventh parts of and in the said Lands and Hereditaments so agreed to be purchased as aforesaid And as to the Sum of One hundred and thirty Pounds fifteen shillings and nine pence being one other Seventh part of the said Sum of Nine hundred and fifteen Pounds and ten shillings to the said John Stanton and William Dickinson as Trustees under the said recited Will of the said Sarah Moore deceased as aforesaid and being in full for the purchase of one other seventh part of and in the said Lands and Hereditaments

**Respectively** and as to the like Sum of One hundred and thirty Pounds fifteen Pounds [shillings] and nine pence being one other seventh part of the said Sum of Nine hundred and fifteen Pounds and ten shillings to the said Thomas Robinson and William Haines as Trustees under the said recited Will of the said Samuel Robinson deceased and being in full for the purchase of one other seventh part of and in the said Lands and Hereditaments and as to the remaining Sum of One hundred and thirty Pounds fifteen shillings and nine pence being the other seventh part and ultimate residue of the said Sum o Nine hundred and fifteen Pounds and ten shillings the Purchase Money aforesaid to the said Cliff Ashmore as Sole Trustee under the said recited Will of the said Abraham Austin deceased and being in full for the Purchase of the remaining undivided seventh part of and in the said Lands and Hereditaments respectively the receipt of which said several hereinbefore mentioned proportions of the said Sum of Nine hundred and fifteen Pounds and ten shillings as and being the whole aggregate purchase Money of and for the said Lands and Hereditaments hereinbefore mentioned and hereinafter described and also released or intended so to be they the said several Trustees aforesaid Parties hereto of the first sixth seventh and eighth parts respectively so hereby according to their said proportions so paid to them respectively as aforesaid acknowledged and admit and likewise as to the payment of the Sum of ffive hundred and twenty three pounds two shilling and nine pence being four seventh parts of the said purchase Money to the said Trustees of the first part they the said parties hereto of he second third fourth and fifth parts respectively according to their respective Interests therein do hereby likewise admit And likewise as to the payment of the said Sum of One hundred thirty Pounds fifteen shillings and nine pence being one seventh part of the said purchase Money as aforesaid to the said Cliff Ashmore as aforesaid she the said Jane Austin both hereby likewise admit And further of and from the said aggregate Purchase Money of Nine hundred and fifteen Pounds and ten shillings and every part thereof they the said parties hereto of the first, second, third, fourth, fifth, sixth, seventh, and eighth parts respectively according to their respective shares and proportions aforesaid and as to such of the same parties as are Trustees so far as they are respectively authorized by any power or powers enabling them in that behalf do hereby for ever release and discharge the said William Tennant his Heirs Executors Administrators and Assigns and every of them And further in consideration of the Sum of ten shillings of lawful Money aforesaid to the said Richard Spencer Mary Spencer William Dawkins Thomas fforster Elizabeth Spencer and Jane Austin respectively at the time aforesaid paid by the said William Tennant the several receipts whereof are hereby acknowledged They the said Richard Spencer William Ensor William Dickinson and Thomas Robinson as Trustees under the said recited Indenture of the ffifteenth day of March One thousand eight hundred and sixteen and as to and concerning only the four undivided seventh parts comprised therein and conveyed thereby of and in the said Lands and Hereditaments hereinafter particularly described and also released and intended so to be and by and with the consent and approbation of the said parties hereto of the second, third, fourth and fifth parts respectively as and being the **Cestnique** trusts or parties beneficially interested under the said Indenture Have

and each and every of them Hath bargained sold and released and by these Do and each and every of them Doth Bargain Sell and Release And the said Richard Spencer Mary Spencer William Ensor William Dawkins Thomas fforster and Elizabeth Spencer as such **Cestnique** trusts as last mentioned and also as being together but in several shares and Interests as between themselves intituled to three of the said last mentioned four undivided seventh parts subject to the said Indenture Have and each and every of them Hath Granted Bargained Sold aliened released ratified and confirmed and by these Presents Do and each and every of them Doth grant bargain sell alien release ratify and confirm And the said John Stanton and William Dickinson as Trustees under the said recited Will of the said Sarah Moore deceased and as to and concurring the said undivided seventh part devised to them by the same Will Have and each of them Hath bargained sold and released and by these Presents Do and each of them Doth bargain sell and release And the said Thomas Robinson and William Haines as Trustees under the said recited Will of the said Samuel Robinson deceased as aforesaid also as to and concerning the said undivided seventh part devised to them by the same Will Have and each of them Hath bargained sold and released and by these Persons Do and each of them Doth bargain sell and release And the said Cliff Ashmore as Sole Trustee under the said recited Will of the said Abraham Austin as aforesaid and as to the remaining seventh part devised to him by the same Will and with the consent and approbation of the said George Austin and Christopher Scott as Executors under the same Will and also with the priority and approbation of the said Jane Austin both as **cestnique** trust for Life under the same Will and likewise as having a Title to Dower in the same seventh part (testified as to each of the several parties aforesaid by their respective executions thereof) Hath bargained sold and released and by these Presents Doth bargain sell and release And the said Jane Austin for and in respect of the said last mentioned seventh part and expressly to the intent to extinguish any title to Dower which she might have therein and also as concerning any other Estate and Interest therein under the Will of the said deceased Husband Hath remised released and for ever quit claimed and by these Presents Doth remise release and for ever quit claim unto the said William Tennant (in his actual possession now being

**By** virtue of a Bargain and Sale to him thereof made by the said Richard Spencer, William Ensor William Dickinson, Thomas Robinson, John Stanton, William Haines Cliff Ashmore, Mary Spencer William Dawkins Thomas ffoster Elizabeth Spencer and Jane Austin for five shillings consideration by Indenture bearing date the day next before the day of the date of these Presents for the Term of one year to be computed from the day next before the day of the date of the same Indenture of Bargain and Sale and by force of the Statute made for transferring Uses into Possession and to his Heirs and Assigns All those several Closes Pieces or Parcels of Land or Ground with the Appurtenances situate lying and being in the Township of Over Stonnall in the Parish of Shenstone in the County of Stafford aforesaid commonly called or known by **Hames** of Stonnall Piece with the Cottage and Garden standing and being thereon containing by Admeasurement Eight Acres two roods two perches (by the same more or less) The Wood Piece or the ffox Cover containing by Admeasurement Three Acres three roods and twenty three Perches (by the same more or less) and Stony Hill containing by Admeasurement Three Acres two roods and twenty eight perches (by the same more or less) late in the occupation of ffletcher and now of late of William Stanton And also all and singular the rights of Common whatsoever either of Pasture **Turbary** or otherwise appendant appurtenant or belonging to the said Closes Pieces or Parcels of Land hereinbefore described of in or over any Common or Waste Lands whatsoever Situate and being within the said Parish of Shenstone and which said Commons and Waste Lands have been allotted and inclosed or are authorised and intended to be allotted and inclosed by and under a certain Act of Parliament made and passed in the ffifty first Year of the present Reign intituled "An Act for inclosing the Commons "and Waste Lands in the Townships or Hamlets of Over Stonnall and Lynn Lower Stonnall and Thornes, Shenstone, Woodend and ffootherly, Little "Hay Chesterfield and Little Aston in the Manors of Shenstone and Little Aston, in the Parish of Shenstone in County of Stafford" And all and every allotment and allotments set out and made or intended to be set out made and awarded for and in respect of the said rights of Common under and by virtue of the said Act And further all and singular other right or rights of Common whatsoever

either of Pasture **Turbary** or otherwise howsoever which were appendant or appurtenant or belonging or attached to any other Messuages Tenements or Lands whatsoever situate lying or being in the Parish of Shenstone aforesaid in the said County of Stafford which were late the Estate of the said John Moore deceased and were devised by his said Will and have since come to and accrued to the said Parties hereto of the first, second, third, fourth, fifth, sixth, seventh and eighth parts respectively and every or any of them And also all and every allotment and allotments whatsoever set out and made or intended to be set out and made and also awarded for or in respect of the said last mentioned rights of Common respectively under and by virtue of the said hereinbefore mentioned act of parliament and every of them and every part and parcel of the same with their respective Appurtenances And all and singular Outhouses Buildings Yards Orchards Gardens Ways Watercourses Sewers Ditches Drains Lands Meadows Pastures ffeedings Woods Underwood Hedges ffences Lights Liberties Easements Profits Privileges Commodities Advantages Emoluments Hereditaments and Appurtenances whatsoever to the said Lands and Hereditaments and Premises hereinbefore mentioned and intended to be hereby released or any part or parcel thereof belonging or in any wise appertaining or to or with the same or any part thereof now or at any time heretofore usually had hold used occupied possessed or enjoyed or accepted reputed deemed taken or known to be as part parcel or member thereof or of any part thereof And the Reversion and Reversions Remainder and Remainders Yearly and other Rents Issues and Profits thereof And all the Estate Right Title Interest Use Trust Property Possession Possibility Claim and Demand whatsoever both at Law and in Equity or otherwise howsoever of them the said Richard Spencer William Ensor William Dickinson Thomas Robinson John Stanton William Haimes Cliff Ashmore Mary Spencer William Dawkins Thomas fforster and Jane Austin respectively in their several and respective rights and capacities aforesaid of in to or out of the same Hereditaments and Premises every or any Part or Parcel thereof And all Deeds Evidences and Writings touching or in any wise concerning the same Premises or any Part or Parts thereof alone or jointly with other Hereditaments of less value which they the said Richard Spencer William Ensor William Dickinson Thomas Robinson John Stanton William Haimes Cliff Ashmore Mary Spencer William Dawkins Thomas fforster and Jane Austin any or either of them now have or hath in their any or either of their custody or Power or can come at without Suit at Law or in Equity together with true and attested Copies upon proper Stamps of all such other Deeds Evidences and Writings now in their any or either of their custody power or procurement as concern or relate to the same Premises or any part or parts thereof jointly or together with any other Laws or Tenements of greater value such copies to be made and taken at the Costs and Charges of the said William Tennant his Heirs or Assigns To have and to hold the said Closes Pieces or Parcels of Land Rights of Common allotments Hereditaments and all and singular other the Premises hereinbefore mentioned and Intended to be hereby released with their and every of their Appurtenances unto the said William Tennant his Heirs and Assigns for over To the Use and behoof of the said William Tennant his and Assigns for ever (Subject only to the Land Tax charged thereon and to the Chief Rent or

**Annual** payment of nine shillings and six pence henceforth to be issuing and payable out of the said hereditaments hereinbefore mentioned and intended to be hereby released with the Appurtenances And to for or upon no other use trust intent or purpose whatsoever And the said Richard Spencer William Ensor William Dickinson Thomas Robinson John Stanton William Haimes and Cliff Ashmore in the Character of Trustees respectively as aforesaid separately and apart each for himself his respective Heirs Executors and Administrators and not jointly or the one for the others or other of them or for the Heirs Executors Or Administrators or acts of the others or other of them but each of them for his own Acts only do Covenant and declare to and with the said William Tennant his Heirs and Assigns by these Presents that they the said Richard Spencer William Ensor William Dickinson Thomas Robinson John Stanton William Haimes and Cliff Ashmore have not nor have nor hath any or either of them at any time or times heretofore made done or committed or wittingly or willingly permitted or suffered to be done or been party or privy to the doing of any act deed matter or thing whatsoever whereby wherewith or by reason or means whereof the said Lands Hereditaments and Premises hereinbefore

mentioned and intended to be hereby released or any of them or any part or parts thereof are is can shall or may be charged impeached incumbered or in any wise affected And the said Richard Spencer Party hereto for himself his Heirs Executors and Administrators and for the Estate Title Possession quiet enjoyment freedom from incumbrances and further assurance of Two undivided seventh parts of and in the Premises hereinbefore mentioned and intended to be hereby released with the Appurtenances being in respect of the said seventh part originally devised to Richard Spencer of Sharesstone aforesaid the father of the said Richard Spencer party hereto by the said Will of the said John Moore deceased and also of the seventh part which descended to the said Richard Spencer deceased on the Death intestate of his Brother the said William Spencer And the said Mary Spencer for herself her Heirs Executors Administrators and for the Estate Title Possession freedom from incumbrances and further assurance of one other undivided seventh part of and in the same Premises during her natural Life being in respect of the said seventh Part that was devised to her for her Life with remainders over by the Will of her late Husband the aforesaid ffrancis Spencer deceased And the said William Ensor for himself his Heirs Executors and Administrators and for the Estate Title possession freedom from incumbrances and further assurance of the inheritance in fee simple of and in two undivided fourth parts of and in the said last mentioned undivided seventh part in reversion or remainder immediately expectant upon or after the decease of the said Mary Spencer And the said William Dawkins for himself his Heirs Executors Administrators and for the Estate title possessions quiet enjoyment freedom from incumbrances and further assurance of the inheritance in fee simple of and in one other undivided fourth part of and in the said last mentioned undivided seventh part in reversion or remainder immediately expectant upon or after the decease of the said Mary Spencer And the said Thomas fforster for himself his Heirs Executors and Administrators and for the Estate title possession quiet enjoyment freedom from incumbrances and further assurance of and in the remaining undivided fourth part of and in the said last mentioned undivided seventh part in reversion or remainder immediately expectant upon or after the decease of the said May Spencer And the said Elizabeth Spencer for herself her Heirs Executors and Administrators and for the Estate title possession quiet enjoyment freedom from incumbrances and further assurance of and in One other undivided seventh part of and in the Premises hereinbefore mentioned and intended to be hereby released with the Appurtenances being in respect of the said seventh part originally devised to the said John Spencer deceased by the Will of the said John Moore deceased And the said Jane Austin for herself her Heirs Executors and Administrators and for the Estate Title possession freedom from incumbrances and further assurances of and in one other undivided seventh part of and in the same Premises during her natural Life being in respect of the seventh part of which the said Abraham Austin her late deceased husband died seised and also devised by his Will do and each and every of them doth covenant promise and Agree to and with the said William Tennant his Heirs and Assigns by these Presents in manner following (that is to say) that for and notwithstanding any Act Deed Matter or Thing whatsoever by the said Richard Spencer Party hereto Mary Spencer William Ensor William Dawkins Thomas fforster Elizabeth Spencer Cliff Ashmore and Jane Austin or any or either of them or by the said Richard Spencer deceased William Spencer John Spencer Abraham Austin and John Moore deceased or any or either of them or by any person or persons lawfully claiming or to claim by from or under or In Trust for them or any of them at any time heretofore made done or committed or wittingly or willingly suffered to the contrary they the said Richard Spencer Party hereto Mary Spencer William Ensor William Dawkins Thomas fforster Elizabeth Spenser Jane Austin William Dickinson Thomas Robinson John Stanton William Haimes and Cliff Ashmore at the time of the sealing and delivery of these presents are or some or one of them are or is lawfully rightfully and absolutely seized of and in the said Lands Hereditaments and Premises hereinbefore mentioned and intended to be hereby released with their and every of their Appurtenances of and for a good sure perfect absolute and indefeasible Estate of Inheritance in fee simple in possession without any Condition Use Trust Power of Revocation Limitation of Uses or Uses or other matter restraint cause or thing whatsoever which can or may alter change charge revoke make void or incumber the same or any part or parts thereof (Except the Land Tax charged on the said Premises and the said Chief Rent or annual payment of nine

**Shillings** and six pence henceforth to be issuing and payable as aforesaid) And that for and notwithstanding any such Act Deed Matter or Thing as aforesaid they the said Richard Spencer Party hereto Mary Spencer William Ensor William Dawkins Thomas fforster Elizabeth Spencer Jane Austin William Dickinson Thomas Robinson John Stanton William Haimes and Cliff Ashmore now have in themselves or some or one of them now have or hath in themselves himself or herself good right full power and lawful and absolute Authority by these presents to convey and assure the said Lands Hereditaments and Premises hereinbefore mentioned and intended to be hereby released with their and every of their Appurtenances into and To the use of the said William Tennant his Heirs and Assigns for ever in manner and form aforesaid according to the true intent and meaning of these Presents And further that he the said William Tennant his Heirs and Assigns shall and lawfully may from time to time and at all times hereafter peaceably and quietly into have hold use occupy possess and enjoy the said Lands Hereditaments and Premises hereinbefore mentioned and intended to be hereby released with their and every of their Appurtenances and to receive and take the Rents Issues and Profits thereof and of every part and parcel thereof to and for his and their own respective use and benefit without the lawful let suit hindrance interruption or denial of the said Richard Spencer Party hereto Mary Spencer William Ensor William Dawkins Thomas fforster Elizabeth Spencer and Jane Austin or any or either of them their any or either of their Heirs or Assigns or any of them or any person or persons lawfully claiming or to claim any Estate Rights Title Trust or Interest in to or out of the same Premises or any part or parcel thereof by from or under or In Trust for him her them or any of them or by from or under or in trust for the said Richard Spencer deceased William Spencer John Spencer Abraham Austin and John Moore respectively deceased or any of them or by from or under any of their right Title Estate or interest (Save and except the person or persons claiming or to claim in respect of the Land Tax and Chief Rent or annual payment hereinbefore excepted and in respect thereof only) And that free and clear or freely and clearly acquitted exonerated and discharged or otherwise by the said Richard Spencer Party hereto Mary Spencer William Ensor William Dawkins Thomas fforster Elizabeth Spencer and Jane Austin their Heirs Executors or Administrators some or one of them well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of former and other Gifts Grants Bargains Sales Leases Mortgages Estates Jointures Dowers Titles of Dower Uses Trusts Wills Intails Rents and arrears of Rent Statutes Recognizances **Indgments** Extents Executions Titles Charges and Incumbrances whatsoever had made done committed or occasioned or wittingly or willingly suffered by the said Richard Spencer Party hereto Mary Spencer William Ensor William Dawkins Thomas fforster Elizabeth Spencer and Jane Austin or any or either of them or any person or persons lawfully claiming or to claim by from or under or In Trust for him her them or any of them or by from under or In trust for the said Richard Spencer William Spencer John Spencer Abraham Austin and John Moore respectively deceased or any of them or by through or with his her their or any of their acts means default priority or procurement (Except the Land Tax charged on the said Premises and such Chief Rent or annual payment of Nine shillings and sixpence henceforth to be issuing and payable as aforesaid) And moreover that they the said Richard Spencer Mary Spencer William Ensor William Dawkins Thomas fforster Elizabeth Spencer and Jane Austin and their Heirs and all and every person and persons who-soever having or lawfully or Equitably claiming or who shall or may hereafter have or lawfully or Equitably claim any Estate Right Title or Interest in to or out of the Said Lands Hereditaments and Premises hereinbefore mentioned and intended to be hereby released with the Appurtenances or any part thereof by from or under or In Trust for him her them or any of them or by from or under or in trust for the said Richard Spencer William Spencer John Spencer Abraham Austin and John Moore respectively deceased or any of them Save and except the person or persons claiming or to claim in respect of the charges rights and interests hereinbefore excepted and in respect thereof only) shall and will from time to time and at all times hereinafter upon every reasonable request and at the proper Costs and Charges in the Law of the said William Tennant his Heirs or Assigns make Deeds Conveyances and Assurances the Law whatsoever for the further and better more perfect and absolute Granting conveying Assuring and Confirming of the same Lands Hereditaments and Premises with their and every of their Appurtenances unto and to the use of the said William Tennant his Heirs and Assigns for ever be the same by ffine or ffines Common Recovery or Common Recoveries or any other matter of record or otherwise howsoever As by the said

William Tennant his Heirs and Assigns or his or their Council learned in the Law shall be reasonably devised or advised and required And lastly it is hereby agreed and declared by and between All the said parties to these Presents that all Terms for years (if any such there be) comprising the said Lands Hereditaments and Premises hereinbefore mentioned and intended to be hereby released either alone or together with any other Lands or Hereditaments shall henceforth with respect to the said Premises hereby or intended to be hereby released be In Trust for the said William Tennant his Heirs and Assigns to be disposed of as he or they shall direct or appoint and in the mean time to attend the Reversion freehold and Inheritance of the same Premises in order to protect the same from all mesue Charges and Incumbrances ) if any such there be In Witness whereof the said Parties to these Presents have hereunto set their Hands and Seals the day and Year first before written.

(signatures)

*Richard* (seal) *Spencer*      *Alc* (seal) *Robinson*      *William* (seal) *Dawkins*      *Jno* (seal) *Stanton*      *George* (seal) *Austin*  
*William* (seal) *Enser*      *Frances* (seal) *Spencer*      *Thomas* (seal) *Foster*      *William* (seal) *Haines*      *E.* (seal) *Scott*  
*Wm* (seal) *Dickinson*      *Mary* (seal) *Spencer*      *The Mark* (seal) *and Seal*      *Cliff* (seal) *Ashmore*      *Jane* (seal) *Austin*  
*of Elizabeth + Spencer*

# Abstract of the Title

\_\_\_\_\_ of \_\_\_\_\_  
*William Leigh Esquire to a message  
Lands and Hereditaments situate in the  
Townships of Over Stonnall and Lynn and  
Lower Stonnall and Thornes in the Parish  
Of Shenstone in the County of Stafford -  
contracted to be sold to Mr Joseph Cooper.*

## \_\_\_\_\_ As part of the Property \_\_\_\_\_

*28 & 29<sup>th</sup> May Indres of Lease and Release the Release betw. Willm. Tennant of Sydney Lodge  
1804 in the Co~y of Northampton Esqre. of the 1<sup>st</sup> part The Right Hen~ ble Charles  
Lord Yarborough & the Hen~ ble Maria Charlotte Anderson Pelham Spinster  
one of the Dau~ rs of the said Lord Yarborough of the 2<sup>nd</sup> part The Hen~ ble Charles  
Anderson Pelham Eldest Son and Heir apparent of the sd. Lord  
Yarborough and Thos. Hinkley of the City of Lichfield Esqre. Of the 3<sup>rd</sup> part  
The Right Honorable William Beauclere commonly called Lord Wm. Beauclere &  
Charles Adams of St James's Street in the Co~y of Middlesex Esqre. of the 4<sup>th</sup>  
part and Sir Henry Nethorpe Bart. of Scawby in the Co~y of Lincoln and the  
Revd. Peter Robt. Venables Hinde Clerk Fellow of Kings College in the Universty  
Of Cambridge of the fifth part*

*Reciting among other things that the sd. William Tennant was  
seised of or entitled to the Manors and other Hereditaments first  
thereinafter mentioned and granted and released of an estate of  
inheritance in fee simple in possession free from encumbrances  
except chief or quit rents.*

*Also reciting that a marriage was intended to be shortly had  
and solemnized between the sd. William Tennant partly thereto &  
Maria Charlotte Anderson Pelham.*

*Also stating among other things that upon the treaty for the said  
intended marriage it was agreed that the sd. Willm. Tennant party  
thereto should convey the Freehold Manors and other hereditaments*

of which he was se. seized as aforesaid and assign the leasehold  
Heredit<sup>s</sup> of which he was se. possessed to the uses upon the trusts  
in manner thereafter expressed.

*It is Witnessed* by the new abstracting Indenture of settlement that for  
carrying the sd. agreement into execution se. far as the same related to the  
sd. Manors and other hereditaments of or to which the sd. William Tennant  
party thereto was seized in fee simple and in consideration of the  
sd. Intended Marriage and of the sum of £5000 by the sd. Charles  
Lord Yarborough to the said William Tennant party thereto paid or  
secured to be paid the receipt whereof is thereby acknowledged and in  
Consideration of £5000 by the sd. Charles Lord Yarborough secured and  
of the sum of £5000 or upwards by the sd. M. C. Anderson Pelham  
covenanted to be assigned as therein before mentioned. And in cons<sup>n</sup> of  
10% by the said Charles A. Pelham and J. Hinkley to the said William  
Tennant party thereto paid at or before the execution thereof the receipt  
whereof is thereby acknowledged He the sd. William Tennant party thereto  
Did grant bargain sell alien release and confirm unto the sd. C. A. Pelham  
and J. Hinkley (in their actual possession etc.,) and to their heirs  
(inter alia)

*All* that the manor or Lordship of Shenstone in  
the County of Stafford aforesaid with all courts Fishings  
Waifs Estrays Decadants Rents Cottages Rights Royalties  
privileges and appurtenances whatsoever to the same  
belonging or in anywise appertaining *Also* all these  
several pieces or parcels of Land or ground then  
converted into Plantations and Coppices lying and  
being in Upper Stennall in the Parish of Shenstone  
aforesaid containing in the whole by estimation  
18.0.8 whether by more or less and then in the  
possession of the said William Tennant party thereto  
*Also* all the several pieces or parcels of Wood  
Land lying and being in Nether Stennall in the  
Parish of Shenstone aforesaid commonly called  
Biddlesfield Wood and Coppice containing in the  
whole by estimation 29.1. 3P. 16P. (whether more or  
less) and then in the possession of the sd. William

*Tenant party thereto Also all those several  
 Pieces or parcels of Land or Ground then converted  
 into and used as Plantations theretofore inclosed from  
 Little Aston Common within the Manor and Parish  
 of Shenstone aforsaid containing by estimation  
 12. 3. 36. whether more or less and then in the  
 possession of the said William Tennant party thereto  
 Also all that messuage Dwellinghouse or Tenement  
 and Farm with the Outbuildings Lordships Heredit<sup>s</sup>  
 appurtenances thereunto belonging commonly  
 called Greensborough Hill Farm situate lying and  
 being in Nether Stennall in the Parish of Shenstone  
 aforsaid in the Parish of Aldridge in the County  
 of Stafford or one of them containing in the whole  
 by estimation 213. 1. 8. whether more or less and  
 then in the occupation of Joseph Swift Also all  
 that other messuage Dwellinghouse or Tenement  
 and Farm with the Outbuildings Lands Hereditaments  
 and appurtenances thereunto belonging commonly  
 called the Besses Farm situate lying and being in Nether  
 Stennall aforsaid containing in the whole by estimation  
 205. 1. 2. 12. whether more or less and then in the  
 occupation of Robert Ingram Also all that other  
 messuage Dwellinghouse or Tenement and Farm with  
 the Outbuildings Hereditaments and appurtenances  
 situate lying and being in Upper Stennall & Nether Stennall  
 in the Parish of Shenstone aforsaid containing in the  
 whole by estimation 95. 1. 3. 24. whether more or less  
 and then in the occupation of Mr Joseph Maddams  
 Also all that other messuage Dwellinghouse or  
 Tenement and Farm with the Outbuildings Lands  
 Hereditaments and appurtenances thereunto belonging  
 commonly called Hiltin Farm situate lying & being  
 in Upper Stennall aforsaid containing in the  
 whole by estimation £46. 2. 25 whether more or  
 less and then in the occupation of John Berry.*

*Also all that other messuage Dwellinghouse or Tenement and Farm with the Outbuildings Lands Hereditaments & appurtenances thereunto belonging situate lying and being in Nether Stennall aforesaid containing in the whole by estimation 120*s*. 2*d*. 0*d* whether more or less & then in the occupation of Matthew Smith **Also all** those two other messuages Dwellinghouses or Tenements & Farms with the Outbuildings Lands Hereditaments and appurtenances thereunto belonging situate lying & being in Upper Stennall & Nether Stennall aforesaid. Containing in the whole by estimation 155*s*. 2*d*. 33*d*. whether more or less & then in the occupation of Joseph Smith his assigns or undertenants.*

*Also all those three other messuages & Dwellinghouses or Tenements and Farms with the Malthouse Outbuildings Lands Hereditaments & appurtenances thereunto respectively belonging situate lying and being in Upper Stennall aforesaid containing in the whole by estimation 312*s*. 1*d*. 35*d*. whether more or less and then in the occupation of Joseph Parker Eld his assigns or undertenants **Also all** that other messuage Dwellinghouse or Tenement with the Outbuildings Lands Hereditaments and appurtenances thereunto belonging situate lying and being in Upper Stennall aforesaid contg. in the whole by estimation 2*s*. 0*d*. 10*d*. whether more or less and then in the occupation of Edward Henney **Also all** that other messuage Dwellinghouse or Tenement with the Outbuildings Garden & appurtenances thereunto belonging situate standing & being in Upper Stennall aforesaid containing by estimation 0. 1*d*. 8*d* whether more or less & then in the occupation of John Falton **Also all** that other messuage Dwellinghouse or Tenement with the Outbuildings Lands & appurtenances*

thereunto belonging situate standg & being in  
Upper Stennall & then in the occupation of  
Ann Tenks Widow **Also all** that way and  
water belonging to the sd. William Tennant  
situate and being in Nether Stennall apsd. & then  
in the occupation of Mr. Charles Kimley.

**And also all** & all manner of Tithes. &  
Tenth whatsoever of which the sd. William  
Tennant party thereto was seized and entitled in  
fee simple yearly arising coming growing  
happening or renewing or thereafter to arise come  
grow happen or renew from and out of any of  
the Lands & premises aforesaid **And also all**  
& every other messuages Farms Lands Tenements  
Tithes & hereditis whatsoever of him the sd. Willm.  
Tennant party thereto and of which he or any  
other person or persons In trust for him was or  
were seized in fee simple situate standing lying &  
being within the several Parishes of Shenstone  
& Aldridge in the sd. Co<sup>y</sup> of Stafford & Sutton  
Coldfield in the county of Warwick apsd. or  
any of them or by whatsoever other names quantities  
qualities certainties or other descriptions the said  
Lands and premises or any of them were or was  
better called known or distinguished.

**Together with** all houses etc.

**And** the reversion etc.      Remainder etc.

**And** all the Estate etc.

**To hold** etc unto the sd. C. A. Pelham & Thomas  
Hinkley and their heirs

**To the uses** upon the trusts & for the ends and intents & purpose  
under and subject to the powers provisos declarations & agreements  
thereinafter expressed & contained of & concerning the same viz:

From and after the solemnization of the said Marriage

**To the use** of the sd. William Beauclere & Charles Adams  
their executors advisers & assigns for the term of 99 years to

commence and to be computed from the day on which the said Marriage should be solemnised without impeachment of waste

*Upon the trusts* and for the intents and purposes and subject to the proviso therein contained concerning the same *And* from & after the expiration or sooner determination of the said term and in the mean time Subject thereto and to the trusts thereof.

*To the use* of the said William Tennant party thereto and his assigns for the term of his natural life without impeachment of waste any manner of waste . . . . . Remr/

*To the use* of sd. C. A. Pelham & T. Hinkley their heirs and assigns during the life of the sd. William Tennant

*In Trust* to preserve the contingent uses and estates thereinafter limited . . . . . Remr/

*To the use intent & purpose* that the sd. M. C. A. Pelham in case she survived the sd. William Tennant and her assigns should and might after his decease receive and take during her natural life for her jointure and in heir bar and satisfaction all dower etc.. One annual sum or yearly rent of £1500 of full money of Great Britain to be charged upon and yearly issuing and payable out of all and singular the sd. Manors & other hereditaments thereby granted and released and to be paid to the said M. C. A. Pelham or her assigns by four quarterly payments and subject and chargeable as thereinbefore mentioned.

*To the use* of the said Lord William Beauclere and Charles Adams their executors administrators and assigns for the term of 100 years to be computed from the day of the decease of the said William Tennant thenceforth next ensuing without impeachment of waste *Upon the trusts* and for the intents and purposes and subject to the provisos thereinafter expressed concerning the the said term of 100 years

*To the use* of the said Sir Henry Nelthorpe and P. R. V. Hinde their executors administrators and assigns for the term of Five Hundred years to commence from the day next before the day of the decease of the

said William Tennant and thenceforth next ensuing without impeachment of waste

*Upon the several trusts and for the several intents and purposes and subject to the provisos thereafter expressed and contained concerning the same And from & after the expiration or sooner determination of the said term of Five hundred years and in the mean time subject thereto and to the trusts thereof*

*To the use of the first son of sd. William Tennant party thereto by the sd. M. C. A. Pelham and the heirs male of the body of such first son issuing with divers remrs. over with the ultimate remainder*

*To the use of the heirs & assigns of the said William Tennant party thereto for ever*

*And it thereby declared that the said manors and other hereditaments were thereby limited to the sd. Lord Wm. Beauclere and Charles Adams for the said term of 99 years Upon trust that they the said Lord William Beauclere and Charles Adams and the survivor of them and the exors admors and assigns of such survivor did and should yearly during the joint lives of the sd. William Tennant and M. C. A. Pelham by and out of the Rents issues and profits of the Manors and other hereditaments comprised in the same term or by Mortgage Sale or demise of the same or any part thereof for all or any part of the same term levy and raise the annual sum of £250 clear of all deductions and pay the same as therein mentioned for her sole and separate use and benefit by way of pin money exclusively of the said William Tennant And Upon trust that the said Lord William Beauclere and Charles Adams and the survivor of them his exors etc. shd. permit and suffer the pson & psons who for the time being shd. be next next entitled to the reversion or remr. of the premises expectant on the determination of sd. term from time to time to receive & take the residue and overplus of the Rents issues and profits comprised in same term for his & their own use and benefit.*

*Proviso for lesser of the sd. term of 99 years when the trusts thinbefore decld. concerng. the same shd. be performed or satisfied or become unnecessary or incapable of taking effect.*

*And it hereby declared that the sd. Manors & other heredit<sup>s</sup> were thereby united to the use of the sd. Lord William Beauclere and Charles Adams their exec<sup>s</sup> etc. for the term of 100 years upon the trust for the better raising the sd. yearly rent charge of £1500 to the sd.*

*M. C. A. Pelham or her assigns for her life in manner therein mentd.*

*And is hereby declared that the sd. Manors & other heredit<sup>s</sup> thereby limited in use by the sd. Sir H. Nelthorpe & P. R. V. Hinde their exec<sup>s</sup> etc. for the sd. term of 500 years Upon trust that if there sh<sup>d</sup>. be any child of the sd. William Tennant party thereto by the sd. M. C. A. Pelham (other than or besides an Eldest or only Son who by virtue of or under the limitations thereinbefore contd. for the time being entitled to the sd. Manors or other heredit<sup>s</sup> in remainder expectant on the sd. term) then & in such case the sd. Sir H. Nelthorpe & P. R. V. Hinde and the Survivor of them & the exec<sup>s</sup> adm<sup>ors</sup> & assigns of such survivor did and sh<sup>d</sup>. After the decease of the sd. William Tennant or in his lifetime with his consent in writing by assigning or otherwise disposing of the sd. Manors & other heredit<sup>s</sup> or any of them for the whole or any part of the sd. term of 500 years or by with & cut of the rents issues & profits of sd. Manors and other heredit<sup>s</sup> or any of them in the mean time or by bringing actions against the tenants or occupiers of the the same hereditaments or of them for the rents then in arrear or by more than one or by all of the sd. ways and means or by any other ways or means levy and raise for the portion or portions of such Child Children (other than & besides an Eldest or only Son for the time being entitled as aforesaid) the sum of money thereafter mentd. viz: If there sh<sup>d</sup>. be one such child of the sd. William Tennant by the said M. C. A. Pelham other than and besides an Eldest or only Son so for the time being entitled as aforesaid) the sum of £2000 of full money etc. for the portion of one such child to become & be an interest vested in & to be paid to such one Child on or at such age day or time and with such maintenance in the mean time as the sd. Willm. Tennant by any Deed or Deeds Instrument or Instruments in writing with or without power of revocation and new appointment to be sealed & delivered by him in the presence of & attested by two or more credible Witnesses or by his last Will & Testament in writing to be by him signed and published in the presence of and attested by three or more credible Witnesses*

5<sup>th</sup> Geo. 3<sup>rd</sup> } *By an Act of Parliament* entitled "An Act for  
 Royal Assent } inclosing the commons and Waste Lands in the Townships  
 22 March 1811 } or Hamlets of Over Stennall and Lynn Lower Stennall  
 and Thornes Shenstone Wood End and Featherley Little  
 Hay Chesterfield and Little Aston in the Manors of Shenstone and Little  
 Aston in the Parish of Shenstone in the County of Stafford."

*Reciting* that by an Act passed in the 41<sup>st</sup> year of the  
 reign of His then present Majesty entitled "An Act for consolidating  
 in one act certain provisions usually inserted in Acts of Inclosure  
 etc. for facilitating the mode of proving the several facts usually  
 required on the passing of such acts.

*It was amongst other things Enacted* that Robert Harvey Wyatt of  
 Barton under Needwood in the County of Stafford Gentleman and  
 Thomas Eagle of Allesley otherwise Ansley in the County of Warwick  
 Gentleman and their Successors to be appointed in manner therein  
 mentioned should be and they were thereby appointed Commissioners  
 for dividing allotting and inclosing the said Commons and Waste  
 Lands and for carrying that act and the said recited act into  
 execution subject to such directions and provisions as were thereafter  
 contained in that behalf and also with and subject to such of the  
 powers authorities directions clauses and provisions contained in  
 the said Act of the 41<sup>st</sup> of His then present Majesty thereinbefore  
 mentioned or referred to as were not altered varied or otherwise  
 provided for in and by that Act.

*Also* that the said Commissioners should (after the Roads drains  
 and allotments for Stone Sand & Gravel Pits and Marl Pits  
 shed. have been set out in pursuance of that act and the sd.

Act 41<sup>st</sup> of His late Majesty and after the Lands for Sale should  
 have been set out as aforesaid) set out allot and award unto  
 the said William Tennant as Lord of the said Manors of Shenstone  
 and Little Aston aforesaid in compensation for the soil of the sd.

Commons and Waste Lands thereby intended to be enclosed &c  
 much and such part or parts of the residue of the said Commons and  
 Waste Lands as were therein after mentioned (that is to say) &c  
 Much and such part or parts of the residue of the said Commons  
 or parcels of waste Land called Over Stennall Common and

Castle Bank (quantity quality and situation considered) as in the judgement of the said Commissioners should be equal in value to one fourteenth part of the residue of the said Commons and Waste Lands called Over Stennall Common and Castle Bank inclusively of such yearly rent or sum as was payable by the Company of Proprietors of the Wyrley and Essington Canal Navigation for such part of the said Commons called Over Stennall Common and Castle Bank as had been taken or used for the purposes of the said Navigations and so much or such part or parts of the residue of all other the said other commons and Waste Lands respectively thereby intended to be enclosed (quantity quality and situation considered) as in the judgement of the said Commissioners should be equal in value to one fifteenth part of the residue of all the said other Commons and Waste Lands respectively intended to be enclosed by virtue of that act over and above and exclusive of such shares and allotments of the said Commons and Waste Lands or the residue thereof as were to be allotted to him in lieu of and for his right of Common and Pasture or other rights on the said Commons and Waste Lands.

*Also* that after the aforesaid several allotments should have been made and set out according to the residue therein before mentioned the said Commissioners should then divide assign set out and allot all the residue and remainder of the Lands and Grounds intended by that act to be divided and allotted into and amongst the several owners of Messuages and Lands in the said several Townships Hamlets or Liberties of Over Stennall and Lynn Lower Stennall and Thornes Shenstone Wood End and Featherley Little Hayes Chesterfield and Little Aston respectively according to their several and respective rights and interests and in such shares and proportions as the sd.

Commissioners should adjudge and determine to be proportionate to the value of and a full compensation and satisfaction to him her and them respectively for his her and their respective rights and interests in to over or upon the said Common and Waste Lands respectively by that act directed or intended to be divided and allotted.

*Also that it should and might be lawful for the said Commissioners to set out allot and award any Allotment or Allotments to be made by virtue of that act or any Lands Tenements or hereditaments whatsoever within the said Parish of Shenstone in lieu of and in exchange for any other Lands Tenements or hereditaments whatsoever within the said Parish or within any adjoining Parish Hamlet or Place provided that all exchanges were ascertained specified or declared and in the award of the said Commissioners and were made with the consent of the Owner or Owners Proprietor or Proprietors of the Allotments Lands Tenements or Hereditaments which should be so exchanged whether such Owner or Owners Proprietor or Proprietors should be a Body or Bodies Politic Corporate or Collegiate or a Tenant or Tenants in fee simple for life or in fee tail General or Special or by the curtesy of England or for years determinable on any life or lives or with the consent of the Guardians Trustees Feoffees for charitable or other uses Husbands Committees or Attorneys of or acting for any such Proprietors or Owners as aforesaid who at the time of making such exchange or Exchanges should be respectively be Infants Feines Covert Lunatics or under any other legal disability or who should be beyond the Seas or other wise disabled to act for himself herself or themselves such consent to be testified in writing under the Common Seal of the Body Politic Corporate or Collegiate and under the hands of the other consenting parties respectively and all and every such exchange and Exchanges so to be made should be good valid and effectual in the law to all intents and purposes whatsoever **Provided** nevertheless that no exchange to be made of any Lands Tenements or Hereditaments held in right of any Church Chapel or other Ecclesiastical Benefice without the consent (testified as aforesaid) of the Patron thereof and of the Bishop of the Diocese in which such Lands Tenements hereditaments so to be exchanged shall lie or be situated **Also** that nothing in that act contained should extend to revoke make void impeach annul alter or prejudice*

any settlement will mortgage or Deed or other instrument whatsoever or to prejudice any person or persons having any right to or claim dower jointure rent service debt charge or incumbrance whatsoever in to or out of upon or affecting any Messuage Lands Tenements or Hereditaments which should be allotted or exchange or whereof partition should be made in pursuance of that act or the said act but that the several Messuage Lands Hereditaments and other Estates so to be assigned or allotted or given in exchange or upon Partition should from and after the making of such allotments Exchanges and Partitions be remain and enure and be held and enjoyed and the several persons to whom the same should be assigned and allotted or given in exchange or upon Partition as aforesaid should from henceforth stand and be seized and possessed thereof respectively to such and the same uses and for such and the same estates and with such and the same powers and authorities for making Leases or otherwise and subject to the same wills Limitations Conditions settlements uses trusts powers provisions rents debts charges and incumbrances as the several Messuages Lands tenements or other hereditaments in respect or in lieu whereof such allotments or Exchanges or Partitions should be respectively made were and stood severally limited or subject and liable unto at the time of making such allotments or exchange or Partitions respectively.

17 Sept. 1818 *By an Award* in writing of this date under the hands and seals of the said Robert Harvey Wyatt and John Eagle then late of the City of Coventry but then of Allesley otherwise Ansley aforesaid Gentleman the Commissioners nominated and appointed as therein set forth for dividing allotting and enclosing the Commons and Waste Lands in the Townships or Hamlets of Over Stennall and Lynn Lower Stennall and Thornes Shenstone Wood End and Featherley Little Hay Chesterfield and Little Aston in the Manors of Shenstone and Little Aston in the Parish of Shenstone under or by virtue of the powers and authorities contained in

the before abstracted act of Parliament the sd. commissioners did thereby award set out allot and appoint.

In Lower Stennall and Thornes

*Unto* and for William Tennant Esqre. as Lord of the Manor of Shenstone aforesaid One Plot or Parcel of Land on Druid Heath No. 15 containing 5a. 2r. 20p bounded by the old Chester Turnpike Road by allotment No. 16 to the said William Tennant by ancient enclosures belonging to the said William Tennant and by the Parish of Aldridge. To fence next the sd. Turnpike Road and next the said Parish of Aldridge east described allotment contg. 5a. 2r. 20p was together with the allotments of cottages and Encroachments thereinaf. mentd. in the judgemt. of them the sd. Comm~rs a full equivalent compensation & satisfactn. to the sd. Willm. Tennant as Lord of the sd. Manor of Shenstone for the soil of the Commons and Waste Lands in the sd. Townships of Lower Stennall and Thornes by the sd. first recited Act directed to be divide and inclosed.

To the sd. William Tennant One Plot or parcel of Land on Druid Heath No. 21 containing 26a. 3r. 8p bounded by the Old Chester Turnpike Road by the Aldridge and Lower Stennall Road by the Parish of Aldridge and by the Township of Over Stennall and Lynn. To fence next the sd. Turnpike Road and next the sd. Aldridgenand Lower Stennall Road.

Exchanges

*That* the sd. Comm~rs in further execution and exercise of the Powers and authorities by the sd. Act vested in them did hereby set out allot and award the sevl. & respective Exchanges of the Messe~s Lands Tenements & heredit. mentd. and set forth in the 4th. Schedule thereunder written and particularly discribed or delineated in the map or Plan thereunto annexed with the consent Clay Pit Croft of the respective Owners or Proprietors of the same Messe~s Lands Tenements and Heredit. which had been so exchanged as aforesaid testified to the sd. Comm~rs by writing under the hands of such Owners

and Proprietors And they did order and direct that all cost charges and expenses attending the making of such Exchanges as aforesaid shod. be borne and paid by the sev'l. persons who had made such Exchanges as aforesaid.

The 4th Schedule referred to in the above Abstract Award

Exchanges

| <i>No. on Map</i> | <i>Names and premises</i>                              | <i>Quantities</i> | <i>No. on Map</i>    | <i>Names and premises</i>                                    | <i>Quantities</i>     |
|-------------------|--------------------------------------------------------|-------------------|----------------------|--------------------------------------------------------------|-----------------------|
|                   |                                                        |                   | <i>A R P</i>         |                                                              | <i>A R P</i>          |
|                   | <i>From Jas: Eld to the sd. William Tennant</i>        |                   |                      | <i>From the said William Tennant to Jas: Eld</i>             |                       |
|                   | <i>In Over Stennall and Lynn</i>                       |                   |                      | <i>In Over Stennall and Lynn</i>                             |                       |
| <i>16</i>         | <i>Clay Pit Craft</i>                                  | <i>2 1 23</i>     | <i>100</i>           | <i>Slang</i>                                                 | <i>3 3 13</i>         |
| <i>23</i>         | <i>Walball Wood Piece</i>                              | <i>4 0 12</i>     | <i>pt. 109</i>       | <i>Part of upper Flat</i>                                    | <i>5 1 30</i>         |
| <i>113</i>        | <i>Hill Field</i>                                      | <i>3 3 30</i>     | <i>pt. 110</i>       | <i>Part Birds Flat</i>                                       | <i>6 1 25</i>         |
| <i>115</i>        | <i>Little Hill Field</i>                               | <i>2 3 30</i>     | <i>123</i>           | <i>Wyatts Piece</i>                                          | <i>2 1 24</i>         |
| <i>119</i>        | <i>Rachells Piece</i>                                  | <i>9 2 29</i>     |                      | <i>The Fence dividing upper</i>                              |                       |
| <i>2</i>          | <i>Allotment on }<br/>Over Stennall }<br/>Common }</i> | <i>1 1 2</i>      |                      | <i>Flat and Birds Flat to be made by sd. William Tennant</i> |                       |
|                   |                                                        |                   | <u><i>24 1 6</i></u> |                                                              | <u><i>21 0 12</i></u> |

*14th & 15 Jan'y 1828* Indentures of Lease & Release the Release of four parts and made betw. the sd. William Tennant therein described as thertefore of Sydney Lodge on the Co~y of Southampton since of Little Aston Hall aforesaid. & then residing at Brighton in the

*Co~y of Sussex Esqre. & the Honble Maria Charlotte his wife  
formerly the Honorable Maria Charlotte Anderson Pelham  
spinster of the 1st part William Tennant the younger then  
residing at Brighton aforesd. Esqre. the Eldest Son of the sd.  
William Tennant the Elder by the sd. Maria Charlotte his  
Wife of the 2nd part Daniel Heming of Grays Inn Place  
in the Co~y of Middlesex Gentr. of the 3rd part and Richard  
Hinckley of the City of Lichfield Esqre. of the 4th part.*

*Reciting* among other recitals the before abstracted Ind~res  
of settlement dated 28th & 29th May 1804 made on the  
marriage of the sd. William Tennant with the Honble  
M. C. A. Pelham to the effect before abstracted.

*Also reciting* that the marriage betn. the sd. William  
Tennant the Elder & the sd. M. C. A. Pelham took effect &  
was duly solemnized shortly after the date of execution of  
the sd. recited Ind~re of Settlement and there was issue of  
such marriage the sd. William Tennant the younger and  
Eldest Son of the sd. William Tennant the Elder by the sd.  
M. C. A. Pelham who had attained the age of 21 years  
and six Daughters and younger Sons.

*Also reciting* that since the said marriage under and by  
virtue of divers (e) acts of Parliament made and passed for  
that purpose certain Commons and Waste Lands have  
been enclosed and certain other Commons and Waste  
Lands were in progress of Inclosure on which said  
Commons and Waste Lands resp~ by rights of Common  
attached to the sd. Manors Mess~s Lands Tenements  
and Heredit~s settled in and by the sd. Ind~re of  
Settlement or subsequently purchased as aforesaid  
and sundry pieces or parcels of Land had been  
allotted and would be allotted to the sd. William  
Tennant the Elder by the award or awards made  
or to be made by the resp~re commiss~rs appointed by  
the sd. several Acts of Parliament and which said  
allotments or any of them were then subject to the  
uses and trusts of the said recited Settlement or c~rwise

were then vested in the sd. William Tennant the Elder for  
life with remainder immediate or otherwise to the said  
William Tennant the younger in tail.

*It is Witnessed* that in cons<sup>en</sup> of the sum of 5/ ~ of lful  
money of Great Britain to each of them the said William Tennant  
the Elder and William Tennant the younger paid by the sd.  
Daniel Heming They the said William Tennant the Elder &  
Willm. Tennant the younger severally & respectively & according  
to their several estates and interests *Did* and each of them  
*Did* grant bargn. sell alien release & confirm into the sd. Daniel  
Heming (in his actual poss<sup>en</sup> & c. / and to his heirs and assigns  
(inter alia)

*All* and sngr. the manors Mess<sup>es</sup> Lands  
Tenements Tithes & heredit<sup>s</sup> whatsr. which were  
and are comprised in the thereinbefore recited  
Ind<sup>re</sup> of Settlement and thereby settled and  
limited To the several uses therein contained  
and thereinbefore recited concerning the same  
*And* also the Manor and also all & singular  
the several mess<sup>es</sup> Lands Tenements Tithes &  
Heredit<sup>s</sup> whatsr. which had been since  
purchased by the sd. William Tennant the  
Elder or on his behalf and had also been  
conveyed limited or assured to and for the  
uses limited by the same recited Ind<sup>rd</sup> of  
settlement *And* also all & singular the  
mess<sup>es</sup> or Tenements pieces or parcels of Land  
Allotments & heredit<sup>s</sup> which had under any  
act or Acts of Parliament for the Inclosure  
of Lands been allotted and awarded in  
respect of the said Manors Mess<sup>es</sup> Tenements  
Lands and Heredit<sup>s</sup> comprised in the said  
settlement or the subsequent purchase Deeds  
or have been marked out to be allotted or  
were otherwise in progress or intended to be  
allotted in respect thereof or otherwise the

rights of common or other rights whatsoever  
in respect of which such allotments or any  
part thereof were intended to be made

*And* generally all & singr. the Manors mess<sup>es</sup>  
Tenements Mills Forges Lands Tithes  
Allotments Rights & Heredit<sup>s</sup> whatsoever  
situate lying or being in the Counties of  
Stafford and Warwick or one of them which  
were then in any manner subject to the  
said uses of the sd. recited settlement or  
were in any manner or by any ways &  
means whatsr. vested in or belonging to the  
sd. William Tennant the Elder for his life with  
remainder to the sd. William Tennant the Yr. his  
Son in tail and every of the same Manors  
Mess<sup>es</sup> Tenements Tithes Allotments rights  
and heredit<sup>s</sup> resp<sup>ly</sup> by and every part & parcel of  
the same resp<sup>ly</sup> by with their and every of their  
rights royalties members & appu<sup>rt</sup>s

*And* the reversion and reversions remr. & remrd.  
Rents &c.

*And* all the Estate &c.

*To Hold* unto & to the use of the sd. Danl. Heming  
and his heirs & ass. for ever.

*To the intent* that the sd. Daniel Heming might  
be tenant of the Freehold of the sd. Manors Mess<sup>es</sup>  
Lands Tenements Tithes heredit<sup>s</sup> & premises thereby  
released & every part and parcel of the same with  
their and every of their rights members & appu<sup>rt</sup>s

*To the end* that two or more good and perfect  
common Recoveries with double Voucher (to wit  
one of the Heredit<sup>s</sup> in the sd. Co<sup>ty</sup> of Stafford and  
one ether of the sd. Heredit<sup>s</sup> in the said County of  
Warwick might be had and suffered in manner  
therein mentioned viz: *That* sd. Richd Kinckley  
shd. be Demandant said Daniel Heming Tenant

unto the sd. William Tennant the Elder & Maria  
Charlotte his Wife & Tennant the younger  
should be vouchers and that they shod. vouch  
over the common voucher *And* that upon all &  
every Recovery to be suffered as aforesaid execution  
might be sued and prosecuted by and seizm' had  
taken and delivered unto the said Richard Hinckley  
or other Demt. or Demts: accordingly and that  
every other act or thing needful requisite or proper  
might be done or executed for the p~pose of suffering  
and perfecting such Common Recoveries of the said  
Manors Mess~es Lands Tenements Tithes Heridits &  
premises thereby released with double voucher to dock  
the estate tail of the sd. William Tennant the Younger  
of and in the same heredi~ts and all and all reversion &  
remainders over and expectant on the same estates  
tail and also to extinguish the said annual sums  
by way of Pin money and jointures respectively secured  
and payable to the said recited Ind~re of Settlement  
and subsequent purchase Deeds of & relating to the  
said heredi~ts to be comprised in the said Recoveries  
except the said term of 500 years thereby limited  
for raising portions for the younger children of the  
said marriage.

*And it thereby directed declared and agreed by and  
between all the said parties to these presents as far as they respectively  
had any right title or interest in the premises that immediately  
upon and after judgement obtained and seizin had and taken upon  
such Recoveries as aforesaid the Recoveries so as aforesaid or in any other  
manner or at any other time or times to be suffered *And also* the  
Bargain and Sale for a year bearing date on the day next before  
the day of the date of these presents and the assurance thereby made  
and all and every other Fines Recoveries and other assurances whatsr.*

at any time or times therefore and to be had at any time and from time to time thereafter had made done levied suffered executed and pertected of or concerning all or any part of the sd. Manors Mess<sup>es</sup> Lands Tenements Heredi<sup>ts</sup> and premises thly released either by themselves solely and alone or jointly and together with any other Lands Tenements or Hereditaments whator. by or between the said parties to those presents on to which they any or either of them was were or should or might be parties or privies or party or privy shod. as to all the said parties to those presents respectively as far as they respectively could fully or rightfully direct the uses of the same fine and fines common Recovery or common Recoveries and other assurances be and enure and be adjudged and expounded deemed decreed and taken to be enure **And also** that the sd. Richd. Hinckley and his heirs or other the person or persons to whom the said fine or fines common Recovery or Recoveries and other assurances respectively had or should or might be levied suffered made and executed should stand and be seized as to for & concerning the said Manors Messuages Lands Tenements Tithes Hereditaments & premises thereby released or otherwise assured and every part & parcel of the same with their and every of their rights members & appur<sup>ts</sup>

**To the use** of the sd. Richd. Hinckley his h<sup>rs</sup> & assr. for ever. **Nevertheless** upon to and for the trusts intents & p<sup>oses</sup> therein declared expressed & contained of & concerning the same viz:

**Upon trust** that he the sd. Richard Hinckley his heirs & assigns did & shod. in his or their sole discretion and without the necessity of any further consent or concurrence by or on the part of the sd. William Tennant the Elder & Maria Charlotte his Wife & Willm. Tennant the younger any or either of them or their respective heirs ex<sup>ors</sup> adm<sup>ors</sup> or assigns make sale and absolutely dispose of all & singr. the sd. Manors Messuages L<sup>ands</sup> Tenements Tithes Heredi<sup>ts</sup> and premises thly released or intended so to be or any part or parts thereof either altogether and in one Lot or by parcels and in separate Lots and either by Public auction and partly by private Contract and generally in such manner & form