

7 January 1813

Indenture between John Thomas and Samuel Wade

This Indenture made the seventh day of January in the fifty third 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 so forth And in the Year of our Lord One Thousand Eight hundred and thirteen Between John Thomas of Wivenhoe in the County of Essex Gentleman of the One part and Samuel Wade of the same place Inn Keeper of the other part

Witnesseth that the said John Thomas for and in Consideration of the Sum of five Shillings of lawful money of Great Britain to him in hand paid by the said Samuel Wade at or before the Sealing and delivery of these Presents the Receipt whereof is hereby acknowledged

Hath bargained and sold and by these Presents Doth bargain and sell unto the said Samuel Wade his Heirs and Assigns

All that Messuage or Tenement heretofore divided into several Tenements or Rentaries parcel of a Messuage formerly called Old Hall with the Yards Gardens Outhouses Hereditaments and Appurtenances thereunto belonging situate lying and being in Wivenhoe aforesaid

[insert]

[And all that Messuage or Tenement being part of the Estate called the Undersett to the Cross Keys Tavern otherwise Rogers and Saxabies abutting East upon a Messuage heretofore of Mary Barker and West upon a Messuage heretofore of Thomas Clarke situate in Wivenhoe aforesaid]

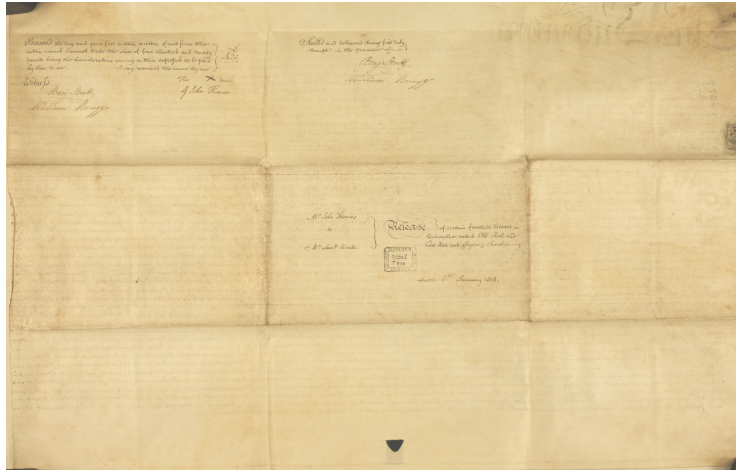
And also all that Messuage or Tenement with the Yards Gardens Hereditaments and Appurtenances thereunto belonging now or heretofore called Cold Hall also situate and being in Wivenhoe aforesaid as all the said Premises are now or late in the Tenure or Occupation of the said John Thomas his Tenants or Assigns

Together with all Ways Paths Passages Waters Watercourses Rights Privileges Advantages Emoluments and Appurtenances to the same belonging or therewith now or at any time heretofore used held occupied or enjoyed

And the Reversion and Reversions Remainder and Remainders Rents Issues and Profits of the said Messuages or Tenements Hereditaments and all and singular other the Premises herein before mentioned and hereby bargained and sold or intended so to be with their and every of their Appurtenances unto the said Samuel Wade his Executors Administrators and Assigns from the day before the day of the date of these Presents for and during and unto the full End and Term of One whole year from thence next ensuing and fully to be compleat and ended

Yielding and Paying therefore at the End of the said Term unto the said John Thomas his Heirs and Assigns the Rent of One peppercorn only (if the same shall be demanded)

To the Intent and purpose that by Virtue of these Presents and of the Statute for transferring Uses into Possession, the said Samuel Wade may in the actual Possession of all and singular the said bargained and sold Premises, with their Appurtenances and may thereby be enabled to accept and take the Grant and Release of the Reversion and Inheritance thereof to him and his Heirs



To the only Proper Use and behoof of the said Samuel Wade his Heirs and Assigns for ever and to and for no other Use Intent or purpose whatsoever

In Witness whereof the said Parties to these Presents their Hands and Seals have hereunto interchangeably set the day and Year first above written

The X Mark of John Thomas

8 January 1813

Indenture between John Thomas and Samuel Wade

Release of certain freehold Estates in Wivenhoe called Old Hall and Cold Hall and Rogers and Saxabies

This Indenture made the Eighth day of January in the fifty third 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 so forth And in the Year of our Lord One thousand Eight hundred and Thirteen

Between John Thomas of Wivenhoe in the County of Essex Gentleman of the one part and Samuel Wade of the same place Innkeeper of the other part

Witnesseth that for the and in Consideration of the Sum of four hundred and Twenty Pounds of lawful money of Great Britain to the said John Thomas in hand well and truly paid by the said Samuel Wade at or before the Sealing and delivery of these Presents the Receipt whereof he the said John Thomas doth hereby acknowledge and thereof and of and from every part and parcel thereof Doth acquit release and discharge the said Samuel Wade his Heirs and Assigns and every of them for ever by these Presents

He the said John Thomas Hath granted bargained sold aliened revised released and confirmed and by these Presents Doth grant bargain sell alien remise release and confirm unto the said Samuel Wade (in his actual Possession and Seisin now being by virtue of a Bargain and Sale to him thereof made by the said John Thomas for the Term of One whole Year in Consideration of the Sum of five shillings by Indenture bearing date the day next before the date of the Sale of the said Indenture of Bargain and Sale and by force of the Statute made for transferring Uses into Possession) and his Heirs

All that Messuage or Tenement heretofore divided into several Tenements or Rentaries parcel of a Messuage formerly called Old Hall with the Yards Gardens Outhouses Hereditaments and Appurtenances thereunto belonging situate lying and being in Wivenhoe aforesaid

[Insert] And also all that Messuage or Tenement being part of the Estate called the Undersett to the Cross Keys Tavern otherwise Rogers and Saxabies abutting East upon a Messuage heretofore of Mary Baker and West upon a Messuage heretofore of Thomas Clarke situate in Wivenhoe aforesaid

And also all that Messuage or Tenement with the Yards Gardens Hereditaments and Appurtenances thereunto belonging now or heretofore called Cold Hall also situate and being in Wivenhoe aforesaid

(which said Messuages or Tenements were heretofore holden of the Manor of Wivenhoe by Copy of Court Roll and to the first of which the said John Thomas was admitted to him and his Heirs at a Court held for the said Manor the Twenty Sixth Day of March One thousand seven hundred and Eight Eight [Insert] the second of which at a Court held for the said Manor the twenty seventh day of April One thousand Seven hundred and ninety one to hold to him and his Heirs and to the third of which at a Court held for the said Manor the Twenty Third day of April One thousand Seven hundred and Ninety four to hold to him and his Heirs

And the same with divers (sic) other Copyhold estates of the said John Thomas have since been by Indenture bearing Date the first day of May One thousand eight hundred and one Enfranchised to him and his Heirs by the Reverend Nicholas Corsellis Lord of the said Manor of Wivenhoe for the Consideration therein mentioned and expressed)

As the said Messuages or Tenements Hereditaments and Premises are now or late in the Tenure or Occupation of the said John Thomas his Tenants or Assigns Together with all Ways Paths Passages Waters Watercourses Rights Privileges Advantages Emoluments and Appurtenances to the same belonging or therewith now or at any time heretofore used held occupied or enjoyed

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 Possession Property claim and demand whatsoever both at Law and in Equity of him the said John Thomas of in

and to the said Premises and every of any part or parcel thereof with the Appurtenances

To have and to hold the said Messuages or Tenements Hereditaments and all and singular other the Premises herein before mentioned and hereby granted released and conveyed or intended so to be and every part and parcel thereof with their and every of their appurtenances unto the said Samuel Wade his Heirs and Assigns

To the only proper Use and Behoof of the said Samuel Wade his Heirs And Assigns for ever and to and for no other Use Intent or purpose whatsoever

And the said John Thomas for himself his Heirs Executors and Administrators Doth Covenant Promise Grant and agree to and with the said Samuel Wade 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 him the said John Thomas (made done committed executed or willingly or willingly suffered to the contrary)

He the said John Thomas now at the time of the Sealing and delivery of these Presents is lawfully rightfully and absolutely seized of and in or well and sufficiently intituled (sic) unto the said Messuages or Tenements hereditaments and Premises before mentioned and hereby released and conveyed or intended so to be and every part and parcel thereof with their Appurtenances, of a good sure perfect lawful Absolute and indefeasible Estate of Inheritance in fee simple without any manner of Condition Use Trust Power of Revocation Equity of Redemption Remainder or Limitation of any Use or Uses or other Restraint Cause Matter or Thing to change defeat Incumber revoke or make void the same

And that (for and notwithstanding any such Act Deed Matter or Thing as aforesaid)

He the said John Thomas now hath in himself good right full power and lawful and absolute Authority to grant release convey and assure the said Messuages or Tenements Hereditaments and Premises before mentioned and hereby according to the true Intent and meaning of these Presents

And that it shall and may be lawful to and for the said Samuel Wade his Heirs and Assigns from time to time and at all times hereafter peaceably and quietly to enter into and upon and to have hold occupy possess and enjoy the said Messuages or Tenements Hereditaments and Premises with the Appurtenances and to receive and to take the Rents Issues and Profits thereof from the day of the date hereof to and for his and their other use and benefit without the lawful Let Suit trouble Denial Eviction Exertion Interruption Claim or Demand whatsoever of or by the said John Thomas his Heirs Executors Administrators or Assigns or any of them or of or by any other Person or Persons lawfully claiming or to claim by from or under, or in Trust for him them or any of them

And that free and clear and freely clearly and absolutely acquitted exonerated and discharged or otherwise by the said John Thomas his Heirs Executors or

Administrators well and sufficiently saved defended kept harmless and indemnified of and from and against all and all manner of former and other Gifts Grants Bargains Sales Mortgages Estates Titles Troubles Charges and Incumbrances whatsoever

And further that the said John Thomas and his Heirs and all and every other Person and Persons having or lawfully claiming, or that shall or may at any time or times hereafter have or lawfully claim any Estate Right Title or Interest either at Law or in Equity of in to or out of the said Messuages or Tenements Hereditaments and Premises herein before mentioned and hereby granted released and conveyed or intended so to be, or any of them or any part thereof by from under or in Trust for him them or any of them, shall and will from time to time and at all times hereafter upon every the reasonable request and at the proper Costs and Charges in the Law of the said Samuel Wade his Heirs and Assigns make do acknowledge levy suffer and execute or cause and provide to be made done acknowledged levied suffered and executed All and every so can further any other lawful and reasonable Act and Acts Deeds Devizes Conveyances and Assurances in the Law whatsoever for the further better more perfect and absolute granting conveying and assuring the said Messuages or Tenements Hereditaments and Premises with the Appurtenances unto and to the Use of the said Samuel Wade his Heirs and Assigns as by the said Samuel Wade his Heirs or Assigns or his or their Counsel learned in the Law shall be reasonably devised or advised and required

In Witness whereof the said Parties to these Presents their Hands and Seals have hereunto interchangeably set the day and year first above written

*The Mark X of
John Thomas*

Received the day and the year first within written of and from the within named Samuel Wade the sum of Four hundred and twenty pounds being the Consideration money within expressed to be paid by him to me

I say received the same by me} £420

*The Mark X of
John Thomas*

Witness
*Benj. Strutt
William Bragge*

Sealed and delivered (being first duly stampd) in the presence of
*Benj. Strutt
William Bragge*