

RELEASE AND CONFIRMATION – 20 September 1791

Descriptions

A very complex document, written on a single large sheet of parchment, 87cm by 69cm, in a very even hand. The sheet is indented at the top edge and seals are threaded through a fold at the foot. There is some water damage to the edges and degradation of the parchment at the intersection of the folds.

reverse

Dated 20th Sept^r 1791

| | | |
|--------------------------|---|--|
| Mr Tim ^y Ball | } | Release and Confirmation (being |
| | } | a Mortgage in Fee for securing |
| to | } | £60 & Int. ^t with Decla[ratio]n |
| | } | of Uses of Fine |
| M ^r Fox | } | |

Date

This Indenture Tripartite made the Twentieth Day of September in the thirty second Year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith and so forth and in the year of our Lord one thousand seven hundred and ninety one □□□□

Parties

□□□□ **Between** Timothy Ball late of Priors Ditton in the County of Salop but now of Saint Thomas's Street in the Borough of Southwark in the County of Surry Surgeon Son and Heir at Law of the Reverend Joseph Ball late of Priors Ditton aforesaid Clerk deceased of the first part and John Fox of Cleobury Mortimer in the said County of Salop Gentleman of the second part and Samuel Holland of Tenbury in the County of Worcester Gentleman of the third part □□□□

Recitals

□□□□ **Whereas in and by a certain Bond or Obligation** bearing even date herewith the said Timothy Ball is become bound to the said John Fox in the penal sum of one hundred and twenty pounds conditioned for the true payment by him unto the said John Fox his Executors Administrators and Assigns of the full Sum of Sixty pounds of lawful Money of Great Britain with lawful Interest for the same at and upon the twentieth Day of March then and now next ensuing As by the said recited Bond may fully and at large /appear/ **And** for the better securing the Repayment of the said Sum of Sixty pounds and Interest for the same according to the Condition of the said recited Bond or Obligation unto the said John Fox his Executors Administrators and Assigns the said Timothy Ball agreed to grant release and Convey unto him the said John Fox his Heirs and Assigns the Messuage Tenement or Dwelling House Garden Piece of Land and Hereditaments hereinafter described but subject to the proviso or condition for Redemption thereof in manner hereinafter mentioned and expressed □□□□

Testatum

□□□□ **Now this Indenture witnesseth** that in pursuance of the said recited Agreement and in consideration of the said Sum of Sixty Pounds so lent and advanced as aforesaid and also /for and/ in Consideration of the Sum of ten Shillings of lawful

Money of Great Britain unto the said Timothy Ball well and truly paid by the said John Fox at or before the Sealing and Delivery of these presents the Receipt whereof is hereby acknowledged he the said Timothy Ball **Hath** granted bargained sold aliened released and confirmed and by these presents **Doth** Grant bargain sell alien release and confirm unto the said John Fox (in his actual possession now being by Virtue of a Bargain and Sale to him thereof made by the said

Timothy Ball in Consideration of the Sum of five Shillings by Indenture bearing Date the Day next before the Day of the Date of these Presents for the Term of one whole year commencing from the Day next before the Day of the Date thereof and by force

of the Statute made for transferring uses into possession) and unto his Heirs and Assigns □□□□

Parcels

□□□□ **All** that Messuage or Tenement called or known by the Name of the New House with the Garden and piece or parcel of Land thereunto belonging

called and known by the Name of the Sling containing by Estimation about half an acre be it more or less having lands of Miss Meysey in the possession of Thomas Lowe on the East Lands of

Thomas Compson Gentleman in possession of Joan Cock

on the West Lands late in the possession of Edward Stedman but now of Thomas Norncott on the North and the Turnpike Road leading from Cleobury aforesaid to Tenbury at the South End thereof All which said Messuage Tenement Garden

piece or parcel of Land Hereditaments descended and came to Jane Colebatch Spinster the Sister and Heir at Law of Mary Colebatch and were by the said Jane given and devised to the said Jospeh Ball deceased and his Son the said Timothy Ball their

Heirs and Assigns forever as Joint tenants as by the Will of the said Jane Colebatch may fully appear Together with all Houses Outhouses Edifices Buildings Barns Stables Gardens Orchards Lands Woods Underwoods Ways Watercourses paths passages Gardens Backsides

Sinks Sellars Lights Easements Profits Commons Commodities and Appurtenances whatsoever to the said Messuage or Tenement piece or parcel of Land and premisses belonging or appurtenant And the Reversion and Reversions Remainder and Remainders

Rents Issues and profits of all and singular the said hereditaments and every part and parcel thereof And also all the Estate Right Title Interest Possession Benefit Property Claim and Demand of him the said Timothy Ball of in and to

the said Messuage Tenement Garden piece of Land and Hereditaments belonging and every part and parcel thereof with the Appurtenances And all Deeds Evidences Writings whatsoever which in any wise relate to or concern the same □□□□

Habendum

□□□□ **To have**

and to hold the said Messuage or Tenement Garden piece or parcel of Land Hereditaments and all and singular other the premisses mentioned and intended to be hereby granted and released with their and every of their Appurtenances unto the said

John Fox his Heirs and Assigns **To the Use** of the said John Fox his Heirs and Assigns forever and to or for no other Use Intent or purpose Subject nevertheless to the proviso or condition for the Redemption of the said Hereditaments and premisses hereinafter expressed and contained that is to say □□□□

Conditions and provisos

Provided always and these Presents are and shall be on this Condition and it is hereby agreed by and between the said Parties hereto that if the said Timothy Ball his

Heirs Executors or Administrators any or either of them do and shall well and truly pay or cause to be paid to the said John Fox his Executors Administrators and Assigns the full Sum of Sixty pounds of lawful Money of Great Britain with lawful

Interest for the same at and upon the twentieth Day of March now next ensuing as in the said recited Bond or Obligation is limited and expressed and without any Deduction or Abatement whatsoever for and in respect of any Taxes Charges or Assessments which

shall or may be imposed upon the said Hereditaments and premisses by the authority of parliament or otherwise howsoever That then or at any time thereafter he the said John Fox his Heirs and Assigns shall and will at the Request Costs and Charges

in the Law of the said Timothy Ball his Heirs and Assigns re-convey release and assign all and singular the said Messuage or Tenement Garden piece or parcel of Land and Hereditaments unto and To the use of him the said Timothy Ball his

Heirs and Assigns or unto such person or persons as he or they shall direct and appoint Free and clear of and from all Charges and Incumbrances whatsoever made done or committed by him the said John Fox his Heirs or Assigns or any person

or persons claiming or to claim from by or under him them or any of them Any Thing herein contained to the contrary thereof in any wise notwithstanding **And** the said Timothy Ball for himself his Heirs Executors and Administrators doth

covenant promise grant and agree to and with the said John Fox his Heirs Executors Administrators and Assigns by these presents in manner and form following that is to say that he the said Timothy Ball his Heirs Executors or

Administrators some or one of them shall and will well and truly pay or cause to be paid unto the said John Fox his Executors Adm[inistrat]ors and Assigns the said Sum of Sixty pounds with lawful Interest for the same at or upon the Day and

Time and in manner hereinbefore limited and expressed **And** shall and will also at his and their proper Costs and Charges pay satisfy and discharge all such Taxes Charges and Assessments as aforesaid and wholly indemnify and

save harmless the said John Fox his Heirs Executors Administrators and Assigns therefrom **And also** for and notwithstanding any such Act Matter Cause Restraint or Thing by him the said Timothy Ball or by the said Joseph Ball deceased

done or committed to the contrary he the said Timothy Ball now at the time of the Sealing and Delivery of these presents lawfully rightfully and absolutely seised to him and his Heirs of and in the said Messuage or Tenement /Garden/ piece or parcel of Land and Hereditaments intended to be granted and released of a good sure perfect absolute and

indefeasible Estate of Inheritance in Fee Simple in Possession without any Condition proviso Limitation of use or Uses or any other Matter Cause Restraint or Thing whatsoever to alter change charge revoke make void lessen

incumber or determine the same **And that** for and notwithstanding any such Act Matter Cause Restraint or Thing as aforesaid he the said Timothy Ball now hath in himself good Right full power and lawful and absolute Authority to

grant release and convey the said Messuage or Tenement Garden piece or parcel of Land and Hereditaments unto and to the use of the said John Fox his Heirs and Assigns in manner and Form aforesaid and according to the true Intent and Meaning of these Presents Subject nevertheless to the proviso or Condition for Redemption thereof

hereinbefore expressed and contained **And further** that from and after Default shall happen to be made in the said Sum of Sixty pounds and Interest for the same at and upon the Day and Time and in Manner

in the aforesaid proviso limited it shall and may be lawful to and for the said John Fox his Heirs and Assigns peaceably and quietly to enter into and upon have hold use occupy and possess and enjoy the said Messuage or Tenement

Garden piece of Land Hereditaments and all and singular other the premisses mentioned and intended to be thereby granted and released with the Appurtenances and receive and take the Rents Issues and Profits thereof and of every part and

parcel thereof to and for his and their own Use and Benefit without any Let Suit Trouble Denial Eviction Molestation Interruption or Disturbance whatsoever of him or by them the said Timothy Ball his Heirs or Assigns or any person or persons

whomsoever lawfully claiming or to claim from by under or In Trust for him them or any of them or from by or under the said Mary Colebatch or Jane Colebatch deceased or either of them **And that** free and clear and freely and clearly acquitted

exonerated and discharged or otherwise by him the said Timothy Ball his Heirs and Assigns well and sufficiently saved harmless and kept indemnified of from and against all former Grants Bargains Sales Mortgages Uses Trust Wills Titles Troubles

Charges and Incumbrances whatsoever had made done or committed by /he/ the said Timothy Ball or by the said Mary Colebatch Jane Colebatch or Joseph Ball deceased or any or either of them **And moreover** that he the said Timothy Ball his Heirs

and Assigns and all and every other person or persons claiming aforesaid shall and will at any Time or Times from and after default shall happen to be made in payment of the said Sum of Sixty pounds and Interest for the same in manner aforesaid at his or their own proper Costs and Charges in the Law and upon every Request of the said John Fox his Heirs Executors Administrators or Assigns make do and execute or cause and procure to be made done or executed all such

all further and other lawful and reasonable Act or Acts Deed or Deeds Assurance¹ or Assurances in the Law whatsoever /as well/ [for the further better more perfect and absolute granting and]² leasing conveying and assuring unto the said John Fox his Heirs and Assigns

the said Messuage or Tenement /Garden/ piece or parcel of Land and Hereditaments absolutely freed and discharged of and from the aforesaid Proviso or Condition for [Redemption of]³ the said premisses and all equity thereupon as also for the further better and more

effectually securing to him the said John Fox his Executors Administrators and Assigns the said principal Sum of Sixty pounds and Interest as aforesaid as by the said John Fox his Heirs Executors Adm[inistrat]ors and Assigns or his or their Counsel learned in

the Law shall be advised or devised and required **And lastly** it is hereby agreed and declared by and between the said Timothy Ball and John Fox that in the mean Time and until Default shall be made in payment of the said Principal Money and

Interest upon the Day and Time and in manner in the aforesaid proviso limited and appointed for payment thereof it shall and may be lawful to and for the said Timothy Ball his Heirs and Assigns peaceably and quietly to have hold and enjoy

the said Messuage or Tenement Garden piece or parcel of Land and Hereditaments and receive and take the Rents Issues and Profits thereof to and for his and their own use without any Molestation Interruption or Disturbance whatsoever of from or

by him the said John fox his Heirs or Assigns or any other person or persons claiming by through or under him them or any of them **And whereas in** or as of *Trinity*⁴ last past one or more Fine or Fines *Sur Cognizance de Droit*

*come ceo &c*⁵ was duly had and levied before his Majesty's Justices of the Court of Common Pleas at Westminster between the said Timothy Ball and *Samuel Holland*⁶ of and upon the said Messuage or Tenement Garden piece or parcel of Land

mentioned and intended to be hereby granted and released jointly with other Hereditaments but no Use or Uses thereof have yet been declared **Now this indenture witnesseth** and it is hereby agreed and declared by and between all and every

the said parties to these presents that as well the said Fine or Fines so aforesaid or in any other manner or at any other Time or Times levied or perfected by and between the said parties thereto as also every other Fine and Fines

¹ there is a hole in the parchment here but the context is clear

² there is a bad crease here in the parchment and the writing is very faded but the context implies the usual legal formula

³ parchment here is creased

⁴ this was inserted after the rest was written

⁵ Fines are divided into four sorts, the first of which is called a fine *sur cognizance de droit come ceo qu' il a de son done*.

This was the best and surest kind of fine; for the deforciant acknowledged in court a former feoffment or gift in possession to have been made by him to the plaintiff, so that it was rather an acknowledgment of a former conveyance, than a conveyance originally made; for the deforciant acknowledged (cognoscit) the right to be in the plaintiff or cognizee, as that which he had de son done, of the proper gift of himself the cognizor. The form of this fine was—"And the agreement is such, to wit, that the aforesaid A. hath acknowledged the aforesaid manor, &c., to be the right of him, the said B., as that which the said B. hath of the gift of the aforesaid A.; and that he hath remised and quitclaimed from him the said A. and his heirs, to the aforesaid B. and his heirs for ever." [See 1791.06.20 *Final Concord* which contains this particular formula]

From: 'Preface', Feet of Fines of the Tudor period [Yorks]: part 1: 1486-1571 (1887), pp. III-IX. URL: <http://www.british-history.ac.uk/report.aspx?compid=49616> Date accessed: 27 June 2012.

⁶ this was inserted in another hand

concerning the said Messuage or Tenement Garden piece or parcel of Land and Hereditaments mentioned and intended to be thereby granted and released *To the use* of the said John Fox his Heirs and Assigns forever But subject nevertheless to the proviso or Condition for the Redemption of the said Hereditaments and premises on payment by the said Timothy Ball his Heirs Executors or Administrators unto the said John Fox his Executors Administrators and Assigns of the full Sum of Sixty pounds and Interest for the same at and upon the Day and Time and in manner hereinbefore limited and appointed And form and after payment thereof Then *To the Use* and Behoof of the said Timothy Ball his Heirs and Assigns forever or such person or persons as he or they shall direct and appoint And to or for no other Use Intent or Purpose whatsoever

Witnesses

□□□□ **In Witness** whereof the said parties to these presents have set their Hands and Seals hereto the Day and Year first above written

[signature of] Timothy Ball [seal]

Two further seals but no signatures

Endorsements

Stamped: One shilling and sixpence

reverse

Sealed and delivered by the within named Timothy Ball (being first duly stamped) in the presence of }

[signatures of] L [S?] Darke
Nigel Cha^s Williams

Received on the Day and Year first within Written of and from the within named John Fox the Sum of Sixty Pounds being the Consideration Money mentioned to be paid by him to me }

[signature of] Timothy Ball

Witness
[signature of] L [S?] Darke
[signature of] Nigel Cha^s Williams

Line breaks are shown as in original (new lines are indented for clarity). □□□□ indicates a break in a line for the purposes of transcription only