

RELEASE AND CONFIRMATION – 25 March 1814

### Descriptions

This very long document is written in a single hand on three large sheets of thick parchment, 82cm x 62cm, bound together at the bottom edge (sheet 3 on the top, sheet 1 at the bottom) by the seals of the three parties. 'This Indenture' is hand inscribed and embellished.

*reverse*

Dated 25 Mar. 1814

Mess. <sup>rs</sup> Bache & Talbot	}	<b>Release &amp; Confirmation</b>
Devises in Fee of late Mr	}	of a Mess <sup>e</sup> called the New
William Cock dec[eas]ed	}	House & two Closes of Land
	}	par. <sup>h</sup> Cleobury Mortimer To
	}	the Use of Mr Barker in
to	}	Fee for securing £150 & Int. <sup>t</sup>
	}	part of purchase Money and
	}	redeemable by Tho. <sup>s</sup> Owens
Mr John Barker	}	the purchaser

### Date

**This Indenture Tripartite** made the twenty fifth Day of March in the fifty fourth 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 fourteen □□□□

### Parties

□□□□ **Between**

Thomas Bache of the Greenhouse in the parish of Alveley in the County of Salop Farmer and Thomas Falkner Talbot of Wightwick in the parish of

Tettenhall in the County of Stafford Farmer (Devised in Fee named in the last Will and Testament of William Cock late of the parish of Alveley afore

said Farmer deceased) of the first part Thomas Owens of the parish of Cleobury Mortimer in the said County of Salop Labourer of the second part and John Barker of Cleobury Mortimer aforesaid Currier<sup>1</sup> of the third part □□□□

### Recitals

□□□□ **Whereas** the said William Cock did and by his Last Will and Testament bearing date the nineteenth day of April one thousand eight hundred and eleven and duly executed give devise and bequeath to his Friends the said Thomas

Bache and Thomas Falkner Talbot All his Messuage Tenement or Dwelling House Lands Hereditaments Household Goods and Furniture Monies

Securities for money and all other his Real and Personal Estate and Effects whatsoever and wheresoever being and of what Nature Kind or

Quality the same might be **To hold** the same unto the said Thomas Bache and Thomas Falkner Talbot their Heirs Executors Administrators and

<sup>1</sup> Currier – a specialist in the leather processing industry

Assigns To for and upon such Trusts Ends Intents and Purposes therein and hereinafter mentioned expressed and declared of and concerning the same

that is to say **Upon trust** to permit and suffer his wife Martha Cock to have receive and take the Rents Issues and Profits of

the said Real Estate and the Use Interest and Proceeds of the said Personal Estate and Effects for and during the Term of her natural Life provided she

should continue his widow and not marry any future husband and after the decease or Inter-marriage of the said widow which should first happen

**Upon Trust** that the said Trustees did and should sell and dispose of the said Messuage Tenement or Dwelling House Lands Hereditaments

Household Goods and Furniture for the most and best price or prices that could be had or obtained for the same and also did and should collect

and get in and receive such Sum and Sums of Money as should be owing to him at his Decease *And upon further trust* that the said Trustees

should and did pay apply retain and dispose of the Monies to arise and be received as aforesaid (viz.) one Moiety or equal half part thereof

unto amongst and between his Nephews and Nieces John Lees Thomas Lees Elizabeth Lees and Phoebe Lees the four children of Testators

then late Sister Elizabeth Lees deceased by her husband James Lees equally Share and Share alike his her or their personal legal

Representative or Representatives and the other Moiety or half part of such Trust Monies unto the said Thomas Falkner Talbot *And* for facilitating

such Sale Testators Will was that the Receipt or Receipts of the said Trustees or the Survivor of them or the Heirs Executors or Administrators of

such Survivor should be a good and sufficient Discharge for so much Money as should be therein acknowledged or expressed to be received *And*

that the Purchaser or Purchasers his her or their Heirs or Assigns should not afterwards be obliged or liable to see to the Application of such

Purchase Money or accountable for any Loss Misapplication or Nonapplication thereof or any part thereof and of the said Will the said Testator

did appoint the said Thomas Bache and Thomas Falkner Talbot and the same was duly and legally executed and attested **And Whereas** the said Martha Cock his widow hath also lately

departed this Life and in consequence thereof the said Trustees and Executors have entered upon the execution of the Will of the said William Cock and

have sold and disposed of all and singular his Household Goods and Furniture and have lately contracted and agreed with the said Thomas Owens

for the Sale of the Messuage or Tenement Garden and Closes of Land Ground and Hereditaments hereinafter described at and for the price or

Sum of Two hundred and forty six pounds being the best price the said Thomas Bache and Thomas Falkner Talbot could get or procure for the same

and more Money than was offered on the Auction of the said property previous to such Contract **And whereas** the said Thomas Owens not

being provided with Money sufficient to pay and discharge the said purchase Money hath applied to the said Thomas Barker to lend and advance

the Principal Sum of One hundred and fifty ~ ~ pounds and upon his consenting so to do the said Thomas Owens hath agreed that the

said Thomas Bache and Thomas Falkner Talbot shall grant and assure the said Messuage Tenement and Hereditaments unto and To the

Use of the said John Barker his Heirs and Assigns forever as a Mortgage in Fee for the purpose of securing the repayment of the said principal

Sum of One hundred and fifty ~ ~ pounds with lawful Interest for the same *And* after payment thereof then To and for the Uses Intents and Purposes

hereinafter mentioned and expressed □□□□

## Testatum

□□□□ **Now this Indenture Witnesseth** that for and in consideration of the Sum of ninety six ~ ~ ~ pounds of lawful Money of Great Britain unto the said Thomas Bache and Thomas Falkner Talbot in hand well and truly paid by the said Thomas Owens on or before the Sealing and Delivery of these presents / being part and parcel of the said Sum of Two hundred and forty six pounds purchase Money the Receipt whereof they the said Thomas Bache and Thomas Falkner Talbot do hereby acknowledge and thereof and of and from the same and every part thereof do respectively acquit release and discharge the said Thomas Owens his heirs Executors Administrators and Assigns and every of them forever by these presents And also for and in Consideration of the Sum of One hundred and fifty ~ ~ pounds of like lawful money unto the said Thomas Bache and Thomas Falkner Talbot (at the Request and by and with the Consent Direction and Approbation of the said Thomas Owens in

[sheet 2]

**Hand** well and truly paid by the said John Barker at or before the Sealing and Delivery of these presents the Receipt whereof the said Thomas Bache and Thomas Falkner Talbot do hereby acknowledge to be in full of and for the Residue and Remainder of the said Sum of Two hundred and forty six pounds purchase Money and do thereof and therefrom do respectively acquit release and discharge as well the said John Barker as the said Thomas Owens their several respective Heirs Executors Administrators and Assigns and every of them forever by these presents they the said Thomas Bache and Thomas Falkner Talbot **Have** and each of them **Hath** (at the Special instance and Request and by and with the Direction Approbation and Appointment of the said Thomas Owens testified by his being a party to and his Sealing and Delivery of these Presents) Granted Bargained Sold aliened released and confirmed And by these presents (at such Special Instance and Request and by and with such Direction Approbation and Appointment of the said Thomas Owens testified as aforesaid) **Do** and each of them **Doth** Grant Bargain Sell Alien Release and Confirm unto the said John Barker (in his actual possession being by Virtue of a Bargain and Sale to him thereof made by the Thomas Bache and Thomas Falkner Talbot in Consideration of the Sum of five Shillings apiece by Indenture bearing Date the Day before the Day of the Date of these Presents for the Term of one whole Year commencing from the Day before the Date thereof and by Force of the Statute made for transferring of 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 heretofore of Miss Meysey (who since married Edward Wigley Esq.<sup>e</sup>) and late in the possession of Thomas Lowe now of [blank space] Wynne on the East Lands late of Thomas Compson now of James Compson Esq.<sup>e</sup> on the West Lands heretofore in the occupation of Thomas Stedman since of Thomas Norncott and now of M<sup>r</sup> Bacchus the proprietor on the North and the Turnpike road leading from Cleobury

Mortimer aforesaid to Tenbury on the South End thereof All which premisses are situate in the parish and near to the Town of Cleobury Mortimer afore  
said and now or late in the occupation of James Makeway and were bought and purchased by the said William Cock deceased of and from George  
Colebatch the heir at law of Timothy Ball Surgeon deceased **And also** all that Sling piece or parcel of Meadow or pasture Ground situate in the  
parish and near to the Town of Cleobury Mortimer aforesaid containing by admeasurement One acre and one Rood  
~~ or thereabout adjoining on the  
top to the Turnpike Road to Tenbury and on the one side to land of Edmund Wigley Esq.<sup>e</sup> and on the other to the said premisses called the New House  
and Sling with the half of the Water and Watercourses at the bottom thereof which said piece or parcel of Land was bought and purchased by the  
said William cock of and from William Childe Esq<sup>r</sup> and his Son William Lacon Childe Esq<sup>r</sup> and was then adjoining and open to a certain pasture  
belonging to the said William Childe called the Cow pasture and was supposed to contain by estimation two Roods or thereabouts Together with all out  
Houses Edifices Buildings Ways Waters Watercourses Paths Passages Easements Profits Commons Commodities Advantages Hereditaments Rights Members and  
Appurtenances whatsoever to the said Messuage or Tenement Land Ground and Premisses belonging or in any wise appurtenanting and usually held used  
occupied and enjoyed therewith and the Reversion and Reversions Remainder and Remainders Rents Issues and Profits thereof and of every part and  
parcel thereof And also all the Estate Right Title Interest Use Trust Possession Benefit Property Claim and Demand whatsoever both at Law and in  
Equity of the said Thomas Bache and Thomas Falkner Talbot or either of them of in to or out of the said Hereditaments or any part of parcel  
thereof Together with all Deeds Evidences and Writings now in the Custody Possession or Power of the said Thomas Bache and Thomas Falkner Talbot or  
either of them relating to the same hereditaments or which they can or may procure without Suit at Law □□□□

## Habendum

□□□□ **To have and to hold** the said Messuage  
or Tenement Garden Closes pieces or parcels of Land and Ground and 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 Barker his Heirs and Assigns **To the**  
**Use** of the said John Barker his Heirs and Assigns forever *Subject* nevertheless to the proviso or Condition herein contained that is to say □□□□

## Covenants conditions and provisos

□□□□ **Provided**  
always nevertheless and it is hereby covenanted declared and agreed by and between the said parties hereto and the true Intent and Meaning of them and  
of these presents is That if the said Thomas Owens his Heirs Executors Administrators or Assigns any or either of them do and shall well and truly pay or  
cause to be paid unto the said John Barker his Executors Administrators and Assigns the said principal Sum of One hundred and fifty pounds in lawful  
Money of Great Britain together with lawful Interest for the same at or upon the twenty fifth day of September next ensuing the Date hereof without  
any Deduction or Abatement whatsoever other than the present or any future Tax upon property in respect to such Interest Money **Then** and

in such case and at any Time thereafter the said John Barker his Heirs and Assigns shall and will at the Request Cost and Charges in the Law of the said Thomas Owens his Heirs or Assigns convey and assure all and singular the said Messuage or Tenement Land Ground and Hereditaments with the Appurtenances unto and To the use of the said Thomas Owens his Heirs and Assigns or unto such person or persons as he or they shall direct and appoint free from all Incumbrances made done or committed by the said John Barker his Heirs Executors Administrators or Assigns or any of them any thing therein contained to the contrary thereof in any wise notwithstanding and the said Thomas Bache and Thomas Falkner Talbot for themselves severally and respectively and for their several and respective Heirs Executors Administrators and Assigns and every of them do and each of them doth Covenant Promise grant and agree to and with the said John Barker his Heirs and Assigns and also to and with the said Thomas Owens his Heirs and Assigns by these presents in manner and form following that is to say That for and notwithstanding any Deed Matter or Thing whatsoever by the said William Cock deceased in his Lifetime or by the said Thomas Bache or Thomas Falkner Talbot or either of them since his Decease made done committed executed or suffered to the contrary

[sheet 3]

**Then** the said Thomas Bache and Thomas Falkner Talbot now at the Time of the Sealing and Delivery of these are lawfully rightfully and absolutely seised of or will and sufficiently intituled to the said Messuage or Tenement Land Ground and Hereditaments mentioned and intended to be hereby granted and released with the Appurtenances of a good sure perfect absolute and indefeasible Estate of Inheritance in Fee Simple in Possession without any manner of Condition contingent proviso power of Revocation Limitation of any new or other 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 also for and notwithstanding any Act Deed Matter or Thing as afore said they the said Thomas Bache and Thomas Falkner Talbot have in themselves good Right full power and lawful and absolute Authority now at the Time of the Sealing and Delivery of these presents to grant release convey and assure the said Messuage or Tenement Land Ground and Hereditaments with the Appurtenances unto and To the Use of the said John Barker his Heirs and Assigns forever in manner and form aforesaid and according to the purport true Intent and Meaning of these Presents **And further** that the said Messuage or Tenement Land Ground and Hereditaments shall and may from Time to Time and at all Times forever hereafter remain continue and be to the use of the said John Barker his Heirs and Assigns subject to the proviso or Condition hereinbefore contained and shall and may be accordingly peaceably and quietly held used occupied and enjoyed without any lawful Let suit Trouble Denial Eviction Molestation Interruption or Disturbance whatsoever of from or by the said Thomas Bache and Thomas Falkner Talbot or their or either of their Heirs or any person or persons whomsoever lawfully or equitably claiming or to /claim/ from by thro' under or In Trust for them or either of them or from by thro' under or In Trust for the said William Cock deceased **And** that free and clear and freely and clearly acquitted exonerated and discharged or otherwise by the said Thomas Bache and Thomas Falkner Talbot or either of them or by the said William cock deceased or any other person or persons whomsoever lawfully claiming or to claim from by thro' under or In Trust for them him or either of them **And moreover** that they the said Thomas Bache and Thomas Falkner Talbot and each of them and each of their Heirs and all and every person having or lawfully or equitably claiming or who shall or may have or lawfully or equitably claim any Estate Right Title Trust or Interest of in to or out of the said Messuage or Tenement Land Ground

and Hereditaments mentioned and intended to be hereby granted and released from by through under or In Trust for them or either of them or

from by through under or In Trust for the said William Cock deceased shall and will from Time to time and at all Times hereafter upon every reasonable request

and at the proper Costs and Charges in the Law of the person or persons requiring any further assurance under this present Covenant make do acknowledge levy

suffer and execute or cause and procure to be made done acknowledged levied suffered and executed all and every such further and other lawful and reasonable Act and Acts

Deed and Deeds Conveyances and Assurances in the Law whatsoever for the further better more perfect and absolute granting releasing conveying and assuring of the said

Messuage or Tenement Land Ground and Hereditaments mentioned and intended to be hereby granted and every part thereof with the Appurtenances unto and

To the Use of the said John Barker his Heirs and Assigns forever Subject to the proviso or Condition hereinbefore contained as by the said John Barker his Heirs and

Assigns or any other person or persons requiring such further assurance or his and their Counsel in the Law shall be reasonably advised or devised and required

so that no such further or other assurance or assurances contain or imply any further or other Covenant or Warranty than against the person

or persons who shall be required to make do and execute the same be not compelled or compellable for the making doing or executing thereof to go or

travel from his her or their respective place or places of habitation or abode **And** the said Thomas Owens for himself his Heirs Executors and

Administrators doth hereby Covenant promise and agree to and with the said John barker his Heirs Executors Administrators and Assigns that he the

said Thomas Owens his Heirs Executors and Administrators some or one of them shall and will well and truly pay or cause to be paid to the said

John Barker his Executors Administrators and Assigns the said principal Sum of One hundred and Fifty ~~ pounds in good and lawful Money of

Great Britain with lawful Interest for the same at and upon the Day and Time and in manner in and by the said proviso hereinbefore limited and

appointed for the payment thereof **And also** in case Default shall happen to be made of or in payment of the said Sum of One hundred

and Fifty ~~ pounds with Interest for the same at and upon the Day and Time and in manner in the aforesaid proviso and Covenant limited

it shall and may be lawful for the said John Barker his Heirs Executors Administrators and Assigns from Time to Time and at all Times

from thenceforth peaceably and quietly to enter into and upon have hold use occupy possess and enjoy the said Messuage or Tenement Garden Land

Ground and Hereditaments mentioned and intended to be granted and release and receive and take the Rents Issues and Profits thereof

to and for his and their own Use and Benefit without any lawful Let Suit Trouble Denial or Interruption of from or by the said Thomas Owens

his Heirs or Assigns or any person or persons lawfully claiming or to claim by through or under him or them **And lastly** it is hereby

covenanted declared and agreed between the said parties hereto that in the mean Time and until Default shall happen to be made in payment of

the said Sum of One hundred and Fifty ~~ pounds with the Interest for the same at the Time and in manner aforesaid it shall and may be

lawful to and for the said Thomas Owens his Heirs and Assigns to enter upon hold and enjoy all and singular the said Hereditaments and

premisses without any Interruption or Disturbance from or by the said John Barker his Heirs Executors Administrators or Assigns any or either

of them □□□□

## Witnesses

□□□□ In witness Whereof the said parties to these Presents have hereunto set their Hands and Seals the Day and Year first above written

## Endorsements

[signature of]	Tho <sup>s</sup> Bache	(seal)
[signature of]	Tho <sup>s</sup> F Talbot	(seal)
[the mark of]	Thomas Owens	(seal)
Stamped	One pound	

## reverse

(1)  
Sealed and delivered by the within named ~~Thomas Bache~~ }  
Thomas Falkner Talbot and Thomas Owens (being first duly }  
stamped) in the presence of }

[signature of] John Fox  
[signature of] Tho.<sup>s</sup> Lowe

Sealed and delivered by the within named Thomas }  
Bache (being first duly stamped) in the Presence of }

[signature of] John Eaton Cleobury Mortimer  
[signature of] Wm Hardman Coton Mills<sup>2</sup>

(2)  
Received on the Day of the Date of the within written }  
Indenture of and from the within named John Barker }  
the Sum of One Hundred and Fifty – Pounds and }  
of the within named Thomas Owens the Sum of Ninety } £ S  
Six ~ ~ ~ Pounds all in good and lawful Money } 150 ~  
of Great Britain being the Several Consideration Sums } 96 ~  
of Money within mentioned to be paid to us and which } 246 ""  
do amount to the full Sum of Two Hundred and Forty }  
Six Pounds the purchase Money agreed to be paid }  
by the said Thomas Owens for the Fee Simple of the Messuage }  
Land and premisses within described and granted. – }

[signature of] Tho<sup>s</sup> Bache  
[signature of] Tho<sup>s</sup> F Talbot

Witness hereto and to the signature of Thomas Bache  
[signature of] John Eaton Cleobury Mortimer  
[signature of] W<sup>m</sup> Hardman Coton Mill

<sup>2</sup> This seems to say Coton Mills. There is a Coton Mill [sic] which is a landmark in the village of Gnosall in Stafford, about 12 miles north of Tettenhall where Talbot lived



Witness to the signature of Thomas Falkner Talbot

[signature of]                      John Fox  
[signature of]                      Tho<sup>s</sup> Lowe

(3)

The within named Thomas Owens do acknowledge and declare that John Fox of Cleobury Mortimer in the County of Salop Gentleman hath at my Request and with his own proper Monies paid and discharged the remaining Principal of One Hundred pounds to the Executors of the within named John Barker deceased And in Consideration thereof I do hereby promise undertake and agree to and with the said John Fox that the Freehold Messuage Closes of Ground Garden and premises comprized and described in this Deed shall be and remain a good and sufficient Mortgage Security to the said John Fox his Executors Administrators and Assigns for the Payment of the said principal Sum of One Hundred Pounds and Interest Witness my hand the first day of October one Thousand eight hundred and thirty three

[the mark of]                      Thomas Owens

Witness  
[signature of]                      John Eaton

NB Lines follow the original document. □□□□ shows where a line is broken in this transcript