

CONVEYANCE – 4 June 1846

### Description

A single sheet of parchment (? though it is more like vegetable parchment), 78cm x 64cm, with a large 6cm fold at the foot, stitched at the edges and threaded with six seals. 'This Indenture' is preprinted and embellished with the royal badge of Queen Victoria. The parchment was obtained from Dalkeyne and Jones, Parchment Manufacturers, 22 Cross Street, Bermondsey.

*reverse*

Dated 4<sup>th</sup> June 1846

John Fox Esq <sup>re</sup> and Others	)	
	)	<b>Conveyance</b> in fee of a Messuage
to	)	Garden pieces of Land and Hereditaments
	)	situate at Cleobury Mortimer in the
Mr Thomas Edwards	)	County of Salop

### Date

**This Indenture** made the fourth day of June One thousand eight hundred and forty six

### Parties

between John Fox of Cleobury Mortimer in the County of Salop Gentleman and Thomas Pardoe of West Bromwich in the County of Stafford Gentleman of the first part the said John Fox of the second part Paul Matthews of High Street Stourbridge in the County of Worcester Yeoman and Maria Owens of the same place Widow of the third part and Thomas Edwards of Cleobury Mortimer aforesaid Innkeeper of the fourth part

### Recitals

**Whereas** by indentures of Lease and Release dated the Twenty fourth and Twenty fifth days of March One thousand eight hundred and fourteen the said Indenture of Release being made or expressed to be made between Thomas Bache and Thomas Faulkner Talbot therein respectively described of the first part Thomas Owens therein described since deceased of the second part and John Barker therein also described and since deceased of the third part **All** and singular the Messuage or Tenement called the New House Garden Sling and peace or parcel of them land hereinafter conveyed situate at and near to Cleobury Mortimer aforesaid where in consideration of the sum of Ninety six pounds paid by the said Thomas Owens deceased (the purchaser of the said Hereditaments) and of the sum of One hundred and fifty pounds paid by the said John Barker deceased at the request of the said Thomas Owens since deceased conveyed and assured by the said Thomas Bache and Thomas Faulkner Talbot unto and to the use of the said John Barker deceased his heirs and assigns subject nevertheless to the proviso therein contained for the redemption of the said Hereditaments by the said Thomas Owens his Heirs Executors Administrators or Assigns and the Conveyance thereof to him or his Heirs on payment to the said John Barker by the said Thomas Owens his Heirs Executors Administrators or Assigns of the said sum of One hundred and fifty pounds and interest at the rate and at the time and in the manner therein mentioned

**And Whereas** the sum of Fifty pounds part of the said sum of One hundred and fifty pounds was subsequently paid by the said Thomas Owens to the said John Barker respectively deceased but the sum of One hundred pounds other part of the said advanced sum of One hundred and fifty pounds remained due to the said John Barker at his decease and was eventually (as appears by a memorandum indorsed in the in the said in part recited Indenture of Release paid by the said John Fox out of his own proper monies to the account of the personal estate of the said John Barker then deceased who

had by his will bearing date the Twenty first day of December One thousand eight hundred and nineteen (eventually proved by the said John Fox and Thomas Pardoe executors thereof in the [ blank ] ) devised among other Hereditaments all and singular the Messuage Garden Sling or piece of Land hereinafter granted and conveyed unto the said John Fox and Thomas Pardoe their Heirs and Assigns

**And Whereas** the said Thomas Owens did in such manner as by Law was then requisite for passing freehold Estates by devise make and duly sign and publish his last Will and Testament in writing dated on about the Thirteenth of December One thousand eight hundred and thirty four and thereby amongst other things gave and devised All that his Freehold Messuage Garden and Cloces<sup>[sic]</sup> of Ground called the New House in the Township of Cleobury Mortimer aforesaid unto his son Edward Owens since deceased his heirs and Assigns forever but subject to and chargeable with the payment of the principal sum of One hundred pounds with the Interest thereof to the said John Fox who as in the said Will is mentioned had paid off and discharged such principal sum to the Executors of the said John Barker deceased and also subject to and charged and chargeable with the sums of money therein mentioned and since paid

**\And/ Whereas** the said Testator Thomas Owens departed this life on about the fifth day of January One thousand eight hundred and forty two and his said Will was on or about the Twenty eight day of June One thousand eight hundred and forty two Julie proved by his said son Edward Owens the executor thereof in the Consistory Court of the Bishop of Hereford

**And Whereas** the said Edward Owens duly made and executed his last Will and Testament in writing bearing date the ninth day of January One thousand eight hundred and forty four whereby he directed that all his just debts funeral and Testamentary expenses will be paid and discharged by his Executor and Executrix therein after named out of his freehold and personal Estate and Effects and after payment thereof he gave and bequeathed all the Residue and remainder of his personal Estate and effects of what nature or kind soever unto his Wife the said Maria Owens for her sole use and benefit and he also gave and devised all that his Freehold Messuage Garden and Closes of Land called the New House in the Township of Cleobury Mortimer aforesaid unto his said Wife Maria Owens her Heirs and Assigns forever but subject to and chargeable with all liabilities thereon which said freehold he thereby directed to be sold by his Executors as soon as convenient after his decease and the process disposed as thereinbefore directed

**And** the said Testator appointed the said Paul Matthews and his said wife Maria Owens to be the Executor and Executrix of his said Will who after his deceased namely on or about the Twenty second day of June following duly proved the same in the Consistory Court of the Bishop of Worcester

**And Whereas** the said Paul Matthews and Maria Owens have contracted and agreed with the said Thomas Edwards for the absolute sale to him of the said Messuage Garden Sling piece of Land and other Hereditaments hereinafter more particularly described free from Incumbrances at or for the price or sum of Two hundred and fourteen pounds out of which it has been agreed that the sum of the hundred pounds remaining due to the said John Fox (all interest thereon having been fully discharged) should be paid and satisfied

## Testatum

**Now this Indenture Witnesseth** that in consideration of the premises and in consideration of the sum of the sum<sup>[sic]</sup> of One hundred pounds sterling to the said John Fox by the said Thomas Edwards in hand paid at the request and by the direction of the said Paul Matthews and Maria Owens and with the consent of the said Thomas Pardoe testified by their being parties to and executing these presents the receipt of which sum of One hundred pounds the said John Fox doth hereby acknowledge and of and from the same and every part thereof **doth** acquit release and discharge the said Thomas Edwards his heirs Executors and Administrators by these presents **And also** in consideration of the further sum of One hundred and fourteen pounds to the said Paul Matthews and Maria Owens in hand paid by the said Thomas Edwards the Receipt and payment in manner aforesaid of which said sums of One hundred pounds and One hundred and fourteen pounds making together the said purchase money or sum of Two hundred and fourteen pounds the said Paul Matthews and Maria Owens **do** and each of them **doth** hereby acknowledge and of and from the same and every part thereof quit release and discharge the said Thomas Edwards his Heirs Executors Administrators and Assigns forever They the said John Fox and Thomas Pardoe at the request and by the direction of the said Paul Matthews and Maria Owens testified in manner aforesaid **do** and each of them **doth** grant release and confirm and the said Paul Matthews ~~Matthews~~ and Maria Owens **do** and each of them **doth** grant ratify and confirm onto the said Thomas Edwards and his Heirs

## Parcels

**All** that the said 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 or known by the Name of the Sling containing by estimation about half an acre

be it more or less situate in the parish and near to the town of Cleobury Mortimer aforesaid formerly in the occupation of James Blakeway afterwards of the said several Testators Thomas Owens and Edward Owens deceased and now or late of Edward Bache and James Jones

**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 immediately adjoining to the said Messuage and Land lastly hereinbefore described and containing by admeasurement One Acre One rood or thereabout Together with all Deeds Evidences writings minds minerals rights privileges easements profits and advantages to the said Hereditaments belonging or in any wise appertaining **And** all the Estate right title and Interest of the said John Fox Thomas Pardoe Paul Matthews and Maria Owens and each and every of them in to and upon the said Hereditaments and Premises and every part thereof

## Habendum

**To have and to hold** the said Messuage Garden Land and all the singular other of the premises hereby granted and confirmed or intended so to be unto the said Thomas Edwards his Heirs and Assigns to the use of the said Thomas Edwards his Heirs and assigns forever And each of them the said John Fox Thomas Pardoe and Paul Matthews so far as relates to his own Acts and deeds only doth hereby for himself his Heirs Executors and Administrators Covenant with the said Thomas Edwards and his Heirs that they the said John Fox and Thomas Pardoe respectively have not had any time heretofore made done committed or executed or knowingly or willingly permitted or suffered any Act deed matter or thing whereby or by reason or means thereof the Hereditaments and premises hereinbefore Granted and released or intended so to be or any of them or any part thereof are is can shall or may be impeached changed or fraudulently affected

**And** the said Maria Owens doth hereby for herself her Heirs Executors and Administrators Covenant with the said Thomas Edwards his Heirs that notwithstanding any act deed matter or thing whatsoever by the said Maria Owens or the said Thomas Owens or Edward Owens respectively deceased made done committed or knowingly suffered to the contrary the said to several persons parties hereto of the first and third parts or some or one of them have or hath good right and full power to grant release and convey unto and to the use of the said Thomas Edwards his Heirs and Assigns in manner aforesaid All and singular the Hereditaments herein comprised for a perfect and indefeasible Estate of Inheritance in fee simple in possession free from Incumbrances

**And** further that she the said Maria Owens and her heirs and all persons whatsoever lawfully claiming under her or the said several Testators Thomas Owens and Edward Owens deceased shall and will at all times at the expense of the said Thomas Edwards his Heirs or Assigns make such further assurance unto him or them of the said Hereditaments and every part thereof has by him or them shall be lawfully and reasonably required

## Witnesses

**In Witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

Signatures of	John Fox	(seal)
	John Fox	(seal)
	Maria Owens	(seal)
	Thomas Pardoe	(seal)
	Paul Mathews	(seal)
	[pencil mark indicating place for Thomas Edwards to sign, but no signature]	(seal)

## Endorsements

Signed sealed and delivered by the within named Maria Owens  
having first been duly stamped in the presence of us  
S.(P?).Southam  
Attorney Cleobury Mortimer  
Wm Nicholls Jr  
Clerk to Mr Southam

Signed sealed and delivered by the within named Paul Mathews in the  
presence of  
(illeg)  
Attorney at law Stourbridge

Signed sealed and delivered by the within named  
John Fox in the presence of  
S.(P?).Southam  
Attorney Cleobury Mortimer  
Wm Nicholls Jr  
Clerk to Mr Southam

Signed sealed and delivered by the within named  
Thomas Pardoe in the presence of  
(illeg)  
Innkeeper West Bromwich

Received on the day of the date of the within written )  
Indenture of and from the within named Thomas Edwards the )  
principal sum of One hundred Pounds being the full )  
consideration money within mentioned to be paid by him )  
to me )  
(sgd) John Fox )  
witness to the signing of John Fox )  
S.(P?).Southam )  
Wm Nicholls Jr )

£	s	d
<u>100.</u>	<u>0</u>	<u>0</u>

Received on the day of the date of the within written  
Indenture of and from the within named Thomas Edwards the sum of  
One hundred and fourteen Pounds being the full consideration money  
within mentioned to be paid by him to us  
(sgd) Paul Mathews  
(sgd) Maria Owens  
witness to the signing of Paul Mathews  
S.(P?).Southam  
Wm Nicholls Jr  
witness to the signing of Maria Owens  
John Bullen Shephard  
Stourbridge