

Dated 10<sup>th</sup> Nov. 1759.

Mrs Ann Smith  
to } Release of a Messuage Mills,  
Mr. Jos. Smith } Land & Premises at Bossey in the  
County of Worcester.

and

Mrs Bridget Laughon  
to } Assignment of a term of  
Mr. John Hughes } 100 yrs therein in Trust for  
Mr. Jos. Smith } to attend the Substance.

# This Indenture Quadrupartite

made the ~~10th~~ 10th day of November in the Thirtieth year of the Reign of our Sovereign Lord King George the Second by the grace of God of Great Britain France and Ireland King Defender of the Faith and in the year of our Lord One Thousand seven hundred and fifty nine A.D. 1759

**Between** Bridget daughter of Ewigham in the County of Worcester Spinster of the first part Ann Smith late of Dadrey and now of Ewigham in the said County of Worcester Widow of the second part Joseph Smith of Dadrey in the said County of Worcester Miller of the third part and John Hughes of Ewigham of the fourth part

**Whereas** in and by a certain Indenture of Assignment Tripartite bearing date the twelfth day of October in the Twentieth year of the Reign of his present Majesty and in the year of our Lord One Thousand seven hundred and fifty three and made or mentioned to be made between the said Ann Smith by the then name of Ann Smith of Dadrey in the County of Worcester Widow Relict and Devisee of Anthony Smith late of Dadrey aforesaid Miller of the first part John Hughes of Ewigham in the said County of Worcester Gardner of the second part and the said Bridget daughter of the third part therein writing that by a certain Indenture of lease bearing date the Twentieth day of August in the year of our Lord One Thousand seven hundred and forty seven and made or mentioned to be made between the said Ann Smith of the one part and the said John Hughes of the other part the said Ann Smith for the Considerations therein mentioned had demised and thereby did demise unto the said John Hughes **All** that one water Corn Mill being formerly called two water Corn Mills with the appurtenances together with the Messuage Tenement or Dwelling house therunto adjoining and belonging commonly called or known by the name of Dadrey Mills and all the gears stones Tools and Implements of in about and belonging to the same Mills and also all that piece or parcel of Garden ground lying near unto the said Mills commonly called or known by the name of the Mill pond and also all those two pieces or parcels of Meadow ground lying near or adjoining to the said Mills commonly called or known by the name of the Mill containing by estimation two acres or thereabouts by the name more or less being encompassed about with the Adcock abutting northward upon the Mill Bridge and a part southward on the floodgates and also all that one other small piece or parcel of ground then and now used for a garden lying near or adjoining to the said Mills having the Ormeau fence thereof and were formerly in the possession of Joseph Smith and late of the said Anthony Smith and of the said Joseph Smith and then of the said Ann Smith and also all houses Outhouses Edifices Buildings Stables Gardens Orchards Courts Yards Woods Underwoods Trees hedges Ditches Ways paths passages Waters watercourses fishings streams ponds poundheads Banks stands sluices floodgates floodgates Common Easements profits Commodities and Advantages whatsoever to the said water Corn Mill or Mills Messuage or Tenement belonging or appertaining with the appurtenances and the Reversion and Reversions Remainder and Remainders thereof **To hold** unto the said John Hughes his Executors Administrators and Assigns for the Term of One Thousand years next ending and fully to be completed and ended At the Rent of a pepper Corn if demanded but subject to Redemption on payment by the said Ann Smith into the said John Hughes of the sum of One hundred pounds and Interest on a certain Day therein mentioned for payment thereof since past and after further renting as therein is tened **It is Witnessed** that in Consideration of the sum of One hundred pounds therein mentioned to be so to the said John Hughes in hand paid and accordingly paid by the said Bridget daughter at the request and by the direction of the said Ann Smith testified as therein is mentioned and also in Consideration of the further sum of fifty pounds therein mentioned to be so to the said Ann Smith in hand paid and accordingly paid by the said Bridget daughter the said John Hughes had assigned transferred and set over and thereby did assign transfer and set over and the said Ann Smith had granted ratified and confirmed and thereby did grant ratify and confirm unto the said Bridget daughter **All** and singular the said water Corn Mill or Mills Messuage or Tenement and all gears Tools and Implements to the said Mills belonging and also the said two pieces of Meadow ground one piece of garden ground and all and singular other etc the premises herein before mentioned with their and every of their Rights Members and appurtenances and all the Estate Right Title Interest Claim and Demand whatsoever of them the said John Hughes and Ann Smith respectively of in and to the said premises **To hold** unto the said Bridget daughter her Executors Administrators and Assigns from henceforth for all the residue and Remainder of the said Term of One Thousand years therein then to come and unexpired but subject to Redemption on payment by the said Ann Smith into the said Bridget daughter of the sum of One hundred and fifty pounds and Interest on a certain Day therein mentioned for payment thereof since past as in and by the said tened Indenture whereunto relation being had more fully it shall and may appear **And Whereas** Default was made in payment of the said sum of One hundred and fifty pounds and Interest on the Day in the said Indenture mentioned for payment thereof whereby the same became absolute **And Whereas** the said Joseph Smith hath contracted with the said Ann Smith his Devisee for the absolute purchase of the free simple of the said water Corn Mill or Mills Messuage or Tenement and premises for the Considerations hereinafter mentioned that is to say in Consideration that he the said Joseph Smith shall and will pay off and discharge the said principal sum of One hundred and fifty pounds together with one pound for one year Interest now due and owing unto the said Bridget daughter upon the said above tened Indenture of Messuage and also in further Consideration that he the said Joseph Smith his heirs Executors and Administrators shall and will yearly and every year during the natural life of her the said Ann Smith pay unto the said Ann Smith or yearly Rent Charge of Twelve pounds of good and lawful Money of Great Britain at four quarterly payments and also in Consideration that he the said Joseph Smith his heirs Executors or Administrators or some or one of them shall and will within six Months after the decease of the said Ann Smith pay unto the Executors or Administrators of her the said Ann Smith the further sum of One hundred and Twenty pounds and in Consideration of the aforesaid premises she the said Ann Smith hath agreed to buy the free simple and Inheritance of the said Mills and premises to the said Joseph Smith his heirs and Assigns for ever and hath also agreed that the remainder of the said Term of One Thousand years shall by the said Bridget daughter be assigned to the said John Hughes his Executors Administrators and Assigns **All** Tenor for the said Joseph Smith his heirs and Assigns in order to attend upon the freehold and Inheritance of the same premises **Now this Indenture Witnesseth** that for and in Consideration of the sum of five shillings of good and lawful Money of Great Britain six pence of like lawful Money also paid by the said Joseph Smith to the said Bridget daughter in manner hereinafter mentioned and of the natural love and affection which she the said Ann Smith hath and beareth for and towards the said Joseph Smith her son and for several other good Causes and Considerations hereunto moving she the said Ann Smith **Doth** granted bargained sold aliened released and confirmed and by these presents doth grant bargain sell alien release and confirm unto the said Joseph Smith (in his actual possession now being by virtue of a Bargain and Sale to him made by the said Ann Smith for one whole year by Indenture bearing date the day next before the day of the date of these presents and executed before the execution hereof and by force of the Statute made for transferring of uses into possession) his heirs and Assigns **All** that the said water Corn Mill being formerly called two water Corn Mills with the appurtenances together with the Messuage Tenement or Dwelling house therunto adjoining and belonging commonly called Dadrey Mills and all the gears stones Tools and Implements of in about and belonging to the same Mills and also all that piece of Garden ground by estimation two acres or thereabouts more or less being encompassed about with the Mill pond and also all those two pieces of Meadow ground lying near to the said Mills and called the Dicke containing by ground used as a garden lying near or adjoining to the said Mills having an Ormeau fence thereof of Rimead Dadrey on the East and a piece of ground called Storkley on the South all which premises are situate in Dadrey aforesaid formerly in the possession of Anthony Smith and now of Benjamin Smith as Tenant thereof to the said Ann Smith together with all houses Outhouses Edifices Buildings Stables Gardens Orchards Courts Yards Woods Underwoods Trees hedges Ditches Ways paths passages Waters watercourses fishings streams ponds poundheads Banks stands sluices floodgates floodgates Common Easements profits Commodities and Advantages whatsoever to the said Mills and premises belonging or appertaining and the Reversion and Reversions Remainder and Remainders thereof and all the Estate Right Title Interest Claim and Demand whatsoever of her the said Ann Smith of in and to the premises **To have and to hold** the said water Corn Mills Messuage or Tenement Meadow ground and all and singular the premises herein before mentioned and intended to be hereby granted and released with their appurtenances unto him the said Joseph Smith his heirs and Assigns to his only proper use and behoof of the said Joseph Smith his heirs and Assigns for ever **And** the said Ann Smith doth hereby for herself her heirs and Assigns and for every of them Covenant promise and agree to and with the said Joseph Smith his heirs and Assigns and to and with every of them in manner following that is to say that she the said Ann Smith now hath in herself good Right full power and Authority to grant and Release the said water Corn Mills and premises hereby granted and Released or intended so to be unto him the said Joseph Smith his heirs and Assigns in manner aforesaid **And** also that the said Mills and premises with their appurtenances hereby granted and released or intended so to be shall and may from time to time and at all times for ever hereafter remain continue and be and be held used enjoyed and enjoyed by the said Joseph Smith his heirs and Assigns without any let hind Trouble Interruption Claim or Demand whatsoever of or the said Ann Smith her heirs or Assigns or of any other person or persons lawfully claiming or to claim the same or any part thereof and that free and clear of and from all Incumbrances committed done or suffered or to be committed done or suffered by the said Ann Smith her heirs or Assigns the Estate and Term of One Thousand years of and in the said hereby granted and released premises raised and created by the said Indenture of Messuage of the said Twentieth day of August One Thousand seven hundred and forty seven and hereafter assigned to the said John Hughes his Executors Administrators and Assigns for the residue of the said Term of One Thousand years to attend the Inheritance of the premises hereby granted and released exceptes **And this Indenture further Witnesseth** that for the Considerations aforesaid and also for and in Consideration of the sum of One hundred and fifty pounds of good and lawful Money partly to and joining in the Execution hereof the Receipt whereof she the said Bridget daughter doth hereby acknowledge and the release acquit and discharge the said Joseph Smith his heirs and Assigns she the said Bridget daughter (by the like Consent and appointment of the said Ann Smith testified as aforesaid) doth assign transferred and set over and by these presents doth ratify the nomination of the said Joseph Smith testified by the being made partly to and joining in the Execution hereof assign transfer and set over unto the said John Hughes **All** and singular the said water Corn Mill or Mills Messuage or Tenement Meadow ground and all and singular the premises herein before mentioned to be hereby granted and released to the said Joseph Smith his heirs and Assigns in manner and form aforesaid with the appurtenances and all the Estate Right Title Interest Claim and Demand whatsoever of her the said Bridget daughter of in unto or out of the said hereby granted or mentioned or intended to be hereby granted and released premises with their appurtenances **To have and to hold** the said water Corn Mills Messuage or Tenement Meadow ground and all and singular the premises herein before mentioned and intended to be hereby assigned with their appurtenances unto him the said John Hughes his Executors Administrators and Assigns for and during all the rest residue and remainder of the said Term of One Thousand years therein yet to come and unexpired but in Trust nevertheless for and for the said Joseph Smith his heirs and Assigns to attend and wait upon the freehold and Inheritance of the premises hereby granted or intended to be hereby granted and released and to protect and defend the same from all mesne and subsequent Incumbrances **And** the said Bridget daughter doth hereby for herself her Executors and Administrators Covenant promise and agree to and with the said Joseph Smith his heirs and Assigns that she the said Bridget daughter hath not committed done or knowingly suffered any act deed matter or thing whatsoever whereby the said Term and premises hereby assigned or intended to be or either of them or any part thereof is or may or can be charged impeded or incumbered in this Charge Estate or otherwise other than by her dealing and executing these presents **In Witness** whereof the parties to these presents Intermediately have hereunto set their hands and seals the day and

W.16

Bridget Lougher Ann Smith John Hughes

Received by me the within named Bridget Laughier on the day  
of the date of the within written Indenture of and from the  
within named Joseph Smith the within mentioned sum  
of One Hundred and fifty six pounds in full of the  
Consideration Money within mentioned to be paid by him  
to me

£  
156

Witness J<sup>r</sup>. Hunter  
Thomas Best

Bridget Laughier

Sealed and delivered by the within named  
Bridget Laughier (being first duly stamped  
in the presence of.

J<sup>r</sup>. Hunter  
Thomas Best.

Sealed and delivered by the within  
named John Hughes in the presence  
of Tho Ashfield

Sealed and delivered (being first duly stamped)  
in the presence of by the within named Ann  
Smith wife Joseph Smith Tho Ashfield  
J<sup>r</sup>. Ashfield