

1868

**Abstract of the Title of**

*Miss George Thayer and Mr  
Frank Thayer to the following  
buildings lands and tenements  
situated in the County of Worcester  
within the City of North Attle -*

Lot 1.

*Miss George & Yarnall*

*Worcester*

*Geo. Thayer 1868  
Living in Boston*

Abstract of the Title

of  
Miss Eliza Thorpe

and

Mr. Frank Thorpe

to the Messuage Buildings land and  
hereditaments at Bactory in the County  
of Worcester called

Bactory Silk Mill

1st & 2nd May 1818  
Lease Haut # 115-0  
Release of £12-00  
4 folios of £1.00  
each

By Indentures of Lease & Release & Assignment of three dates  
comply the Release & Account being made or expressed to be made  
between Anthony Smith of Bactory in the County of Worcester Merchant  
one of the legs of Joseph Smith late of Birmingham Merchant & a Son-in-law of the late  
of a part of the late of Birmingham Merchant & a Son-in-law of the late of Birmingham Merchant

1st part  
to Elizabeth Sturges of Minchcomb in the Coy of Gloucester Widow  
of the  
2nd part  
John Moseley Gilbert Clerk of Braham in the Coy of Worcester  
Gentleman of the  
3rd part  
John Thorpe of the City of Coventry Silk Manufact<sup>r</sup> of the 14th part  
Joseph Moseley Lavender of Braham ap<sup>t</sup> Gentle of the  
5th part  
and

William Forrych of the same place Gentleman of the  
6th part  
After reciting that Joseph Smith deced being in his lifetime  
owner in his demesne as of fee of and in the Messuage or Tenement  
Land heredit<sup>s</sup> & appur<sup>s</sup> thereto particularly ment<sup>d</sup> & described &  
intended to be thereby held & conveyed made & duly executed  
his last Will Testament in writing as by Law was required  
for devising & passing of real Estates bearing date the 5th  
day of July 1788 whereby devised the same Messuage Mill  
Lands tenement & appur<sup>s</sup> unto his Son the <sup>sa</sup> Anthony Smith by  
the devise of All that he then & there situate at Bactory  
in the <sup>sa</sup> Coy of Worcester tog<sup>th</sup> with the Doophouse outhouses  
there to the same belong<sup>s</sup> And also those two Orchard one  
called the Ground & garden lying at or near the <sup>sa</sup> Mill All  
which premises were then in the occupat<sup>n</sup> of his Brother

Benjamin Smith he hold the same with the apprais unto  
his son Anthony Smith his heirs & assigns for ever Subject to  
the payment of £60 to his Daughter Sarah Neales & of £10 to  
Francis Thorp to whom he bequeathed the same Legacies &  
the sd Father appointed his son John & William Smith joint  
& executors of his sd Will

And reciting that the sd Joseph Smith departed this life in  
the Month of December 1793 witht having altered or revoked his  
sd Will

And reciting that the sd 2 sd Legacies of £60 and £10  
given by the above recited Will of the sd J. Smith dec'd to the  
sd S. Neales & Francis Thorp had been paid & discharged

And recitg that the sd John Thorp had contracted & agreed  
with the sd Anthy Smith for the absolute purchase of the  
for simple tenance free from incumbr of tin the sd Mill  
mess<sup>es</sup> ~~lands~~ lands & prem<sup>ises</sup> therein ment<sup>d</sup> & therin partly  
dec'd intended to be granted & sold with the Machinery  
apparatus & other appurts in & about the sd Mill at or for  
the price or sum of £1200 out of wch sd sum it was agreed  
that the parcel sum of £400 being a charge on certain part  
& paid of the sd heres by way of Mortgage should be paid off  
& discharge by the sd J. Thorp to the sd W. Atkino the Mortgage  
& the sd heres discharged from such Mortgage debt & the Term of  
2000 years created thereby surrendered in manner thereafter  
mentioned

It was by abstracterg Indenture of Release witness that in  
pursuance & performance of the sd agreement & in conson of the sum  
of £800 to the sd Anthy Smith paid by the sd John Thorp the  
next actord (which sd sum of £800 so paid to the sd Anthony  
Smith as ap<sup>d</sup> by the sd John Thorp tog<sup>er</sup> with the sum of £400  
also paid by the sd Jno Thorp to the sd W. Atkino made together  
£1200 was in full for the absolute purchase of the sd messuages  
mill lands & prem<sup>ises</sup>) He the sd Anthony Smith

Did grant bargain sell alien release & conform unto the  
sd John Thorp (in his actual posson to) the his heirs & assigns

All that Water Down Mill being formerly

called two Water Corn Mills with the appurtenances  
together with the Millse Tenent or Dwellinghouse  
thereto adjoining & belonging & then used as a (first  
Mill & commonly called or known by the name  
of Baiting Mills & all the spare Stones Tools &  
Inplements belonging to the same Mills

And also all that piece or part of Garden Ground  
lying near the ~~A~~ Mills commonly called or  
known by the name of the Swans Nest being  
encompassed about by the Mill Pond

And also all those two pieces or parcels of  
meadow Ground lying near or adjoining unto the  
A Mills commonly called or known by the  
name of the Crute containing by estimation 2  
acres or thereabouts be the same more or less  
being encompassed about with the Ditch  
abutting <sup>upon the Mill Bridge from the north</sup> Northwards upon the flood gates

And also all that one small piece or parcel  
of Ground used as a Garden lying near or  
adjoining unto the ~~A~~ Mills having the Orchard  
formerly of Richard Baiting but then of the ~~st~~  
Anthony Smith on the East Trust thence dead  
a certain ground called Stockney formerly in the  
possession of Clement Dingley but then or late of  
William Collett on the South side thereof

And also all that other piece or part of Ground  
called the Orchard copy by estimation half an acre  
or thereabouts (be the same more or less) having  
a close or Ground formerly of James Barrett  
Esq but then of ~~the~~ called the Little Stockney  
on the South side the Down Lands formerly of  
Mr Alice ~~Esq~~ <sup>Esq</sup> Midour but then of  
on the North side & the last described piece of  
land or Garden on the West side (over which  
last mentioned piece of Ground or part thereof  
was then or formerly was a way or passage

Copy of the  
at 10/11

from the said Mill towards the Street and so  
back again

All which said Mill discharge Land two 1/2  
pains were situate lying being in Batsley in  
the Coy of Worcester & were formerly occupied  
by the said Smith dec'd & by him devised to the  
Anthony Smith & were then in the occupation  
of the said A. Smith

Together with all houses &c  
And the revenues &c  
And all the Estate &c

To hold the same unto the said J. Thorpe this heirs

To such uses & for such trusts intents & purposes & with  
under & subject to such powers powers & decrees & decrees  
& charges & chargeable in such manner & form as the said  
J. Thorpe should at any time or times from time to  
time by any Deed or Instrument in writing with or  
with power of revocation to be by him <sup>in the presence of 2 Justices</sup> executed  
~~then made~~ direct limit or appoint of & concerning  
the same or any part thereof with rem<sup>t</sup>

To the use of the said J. Thorpe this dec<sup>d</sup> for his life  
with impeachment of waste with rem<sup>t</sup>

To the use of the said J. Savender this heirs during the  
life of the said J. Thorpe in trust for him the said J.  
Thorpe this dec<sup>d</sup> with rem<sup>t</sup>

To the only use of the said J. Thorpe his heirs &c for ever

Covenants by the said A. Smith that he was lawfully seized

That he had good right to convey

For quiet enjoyment & see from incumbr<sup>ts</sup>

And for further assurance

And recite that by an indenture of mortgage bearing date on or  
about the 28 day of Aug 1717 & made betw<sup>n</sup> the said Ann Smith  
of Batsley afd<sup>r</sup> Widow & eldest of Anthony Smith then late of  
Batsley & Huntington in the A Coy of Worcester dec'd of the one  
part & John Muggles then of Woburn afd<sup>r</sup> Esquire of the other  
pt The said ~~Ann~~ Smith in consideration of £100 to her paid by

the <sup>sa</sup> J. Hughes did grant bargain sell unto the <sup>sa</sup> John  
Hughes All that one Water Croen Mill formerly called two  
Water Croen Mills with the appurtes together with the Mill  
Invent or Deyhouse thereto adjoyning & commonly called  
Rodey Mills & all the Iron Stones Tools implements belonging  
to the same Mills And also the <sup>sa</sup> piece or part of Spuden Spade  
lying near unto the <sup>sa</sup> Mills commonly called Swaney Nest being  
inclosed about with the Mill Pond And also the <sup>sa</sup> two  
pieces of Meadow Ground called the Crute containing by estimate  
2 acres And also the <sup>sa</sup> other piece of Ground then used as a  
Spuden lying near to & adjoyning the <sup>sa</sup> Mills with the appurtes  
(the same being all together the Mill Messuage Land & Premises  
above particularly desc<sup>d</sup> conveyed & assured or intended or to be conveyed  
& except the piece or part of Ground called the Orchard conty half an  
acre or thereabouts which was not included in the Deed then  
in recital or at all affected thereby) To hold unto the <sup>sa</sup> J.  
Hughes his execs admors & ass<sup>es</sup> from thenceforth for the term  
of 1000 years but by way of Mortgage only for securing to the  
<sup>sa</sup> J. Hughes his execs admors or ass<sup>es</sup> the repayment of the sum  
of £100 & the int in manner then mentioned

And reciting that by an Indent bearing date on or about the  
12 day of October 1753 made between the said Ann Smith of the  
1st part the <sup>sa</sup> J. Hughes of the 2nd part & Richard Laugher  
then of Exeterham afo<sup>r</sup> & Spenser of the 3rd part After reciting the  
<sup>sa</sup> Indent of Mortgage to the <sup>sa</sup> J. Hughes it was witnessed that  
in consons of the sum of £100 to the <sup>sa</sup> J. Hughes then paid  
by the <sup>sa</sup> R. Laugher & of £50 to the <sup>sa</sup> A. Smith then paid  
by the <sup>sa</sup> R. Laugher The <sup>sa</sup> J. Hughes (at the request of the <sup>sa</sup>  
A. Smith testified as then made) did ass<sup>es</sup> transfer to & over  
And the <sup>sa</sup> A. Smith did grant bargain sell release ratify &  
conform unto the <sup>sa</sup> R. Laugher All & singular the aforesaid  
Mill Messuage Land & Premises with the appurtes comprised  
in the <sup>sa</sup> Indent of Mortgage to the <sup>sa</sup> J. Hughes To hold unto  
the <sup>sa</sup> R. Laugher his execs admors & ass<sup>es</sup> from thenceforth  
for the residue of the <sup>sa</sup> term of 1000 years subject to a proviso  
for redemption & reconveyment of the <sup>sa</sup> prem<sup>ises</sup> on payment by the

(5)

A. A. Smith his heirs execs admors or ass<sup>ts</sup> unto the R<sup>d</sup> Laugher his execs admors or ass<sup>ts</sup> of the sum of £100 and out in manner therein ment<sup>d</sup>.

And recit<sup>d</sup> that by certain Indenture of Lease Release & Assignm<sup>t</sup> bearing date hereby the 9<sup>th</sup> 11<sup>th</sup> days of November 1759 such title & account being made between the v<sup>ch</sup> R<sup>d</sup> Laugher of the 1<sup>st</sup> pt the v<sup>ch</sup> A. Ann Smith of the 2<sup>nd</sup> pt the v<sup>ch</sup> A. J. Smith dec<sup>d</sup> the v<sup>ch</sup> Father of the v<sup>ch</sup> Anthy Smith (party to abov<sup>e</sup> Indent<sup>r</sup>) of the 3<sup>rd</sup> part the v<sup>ch</sup> J. Hughes of the 4<sup>th</sup> part whereby for the covenants therein ment<sup>d</sup> the v<sup>ch</sup> A. J. Smith's Messuage land ten<sup>ts</sup> & ten<sup>ts</sup> last above dec<sup>d</sup> were duly conveyed held & secured by the v<sup>ch</sup> A. J. Smith unto the use of the v<sup>ch</sup> J. Hughes his heirs & ass<sup>ts</sup> for ever And it is further recited that in concern of £100 to the v<sup>ch</sup> R<sup>d</sup> Laugher then paid by the v<sup>ch</sup> A. J. Smith the v<sup>ch</sup> R<sup>d</sup> Laugher (by the appointment of the v<sup>ch</sup> A. J. Smith & at the nomination of the v<sup>ch</sup> J. Hughes) did ass<sup>ts</sup> transfer & deliver unto the v<sup>ch</sup> J. Hughes the v<sup>ch</sup> A. J. Smith's Messuage land ten<sup>ts</sup> & ten<sup>ts</sup> lastly above ment<sup>d</sup> to hold unto the v<sup>ch</sup> J. Hughes his heirs & ass<sup>ts</sup> for the residue of the v<sup>ch</sup> term of 1000 years In trust for the v<sup>ch</sup> J. Smith his heirs & ass<sup>ts</sup> & attend the entrance of the same term.

And recit<sup>d</sup> that by an Indenture of Bargain by way of Mortgage bearing date on or about the 14<sup>th</sup> day of December 1748 made between the v<sup>ch</sup> Anthony Smith (party to recit<sup>d</sup> the abov<sup>e</sup> Indent<sup>r</sup>) then of Baiting v<sup>ch</sup> Miller (wherein dec<sup>d</sup> a one of the sons & a Daughter named in the Will of the v<sup>ch</sup> J. Smith dec<sup>d</sup>) of the one part & William Ford of B. netforton in the v<sup>ch</sup> Bay of Worcester of the other part it is recited that in concern of £200 to the v<sup>ch</sup> A. J. Smith then paid by the v<sup>ch</sup> W. Ford the v<sup>ch</sup> A. J. Smith did demise grant bargain sell limit appoint & confirm unto the v<sup>ch</sup> W. Ford all & singular the v<sup>ch</sup> A. J. Smith's Messuage land ten<sup>ts</sup> & ten<sup>ts</sup> comprised in the v<sup>ch</sup> first above recit<sup>d</sup> Indent<sup>r</sup> of Mortgage of the 28<sup>th</sup> day of August 1747 the Account thereof to the v<sup>ch</sup> R<sup>d</sup> Laugher of the 10<sup>th</sup> Oct<sup>r</sup> 1753 came & except the v<sup>ch</sup> piece of land called the Swans Dect<sup>r</sup> together with all the rights members & appurtes to the same farm<sup>e</sup> belong<sup>g</sup> to hold unto the v<sup>ch</sup> W. Ford his





And reciting that by a memorandum dated the 24<sup>th</sup> day of March 1816 indorsed on the last above recited Indenture of Mortgage to the sd R. Sturges the sd R. Sturges acknowledged to have received of the sd A. Smith £100 in part of the sd parcel sum of £500 secured by the last ment<sup>d</sup> Indenture of Mortgage so that there was then justly due & owing to the sd Elizabeth Sturges as & other of the sd R. Sturges deed the parcel sum of £400 only all int having been paid to the day of the date of aboves<sup>d</sup> Indenture as the said Elizabeth Sturges did thereby acknowledge

It was by aboves<sup>d</sup> Indenture of Release further witness that in pursuance of the afo<sup>r</sup> Agreement between the sd A. Smith (party thereto) & John Sharp for use & behoof of the sum of £1500 to said R. Sturges & by sd J. Sharp (at the request & of sd A. Smith (party thereto) testified by his being made a party to & execut<sup>d</sup> aboves<sup>d</sup> presents) in full for all principal int money due & owing to her the sd Elizabeth Sturges as & other of the sd R. Sturges deed from the sd Anthony Smith (party thereto) on the above recited Security the receipt & bond to the said Elizabeth Sturges (at the request & by the direction of the sd A. Smith (party thereto) testified as aforesaid)

Did bargain sell surrender and yield up unto the said J. Sharp and his heirs

All & singular the afo<sup>r</sup> Mill Messuage or Tenement land together the premises comprised in the sd term of 2000 years created by the sd Indenture of the 14<sup>th</sup> day of December 1795 & were part & parcel of the heres then & hereafter granted & sold or intended so to be & which premises were then vested at law in the sd Sturges for the residue of the same term in manner afo<sup>r</sup> with their appurtenances  
And all the Estate to

To the intent that the next residue then unexpired of the sd term of 2000 years might from thenceforth merge & be extinguished in or be consolidated with the reversion fullhold & continuance of the same heres & hereafter that the same premises thereby surrendered

might be paid & discharged of & from the whole of the  
said debt or sum of £500 & the int thereof  
Covenant by A. V. Arons that she or her late Husband the  
s<sup>d</sup> R. Arons did to her knowledge had done no act to  
incumber

And it was by ab<sup>st</sup> Indre of Release also witness that in order to  
carry the further intent & meaning of the parties thereto into effect & also in  
conson of 10<sup>th</sup> to s<sup>d</sup> J. M. of Chute paid by s<sup>d</sup> M. Ropch the receipt  
asked At the s<sup>d</sup> J. M. of Chute (at the request & by the desire of the  
s<sup>d</sup> A. Smith (party thereto) on the nomination of the s<sup>d</sup> J. Sharp testified  
by their resp<sup>ly</sup> execut<sup>ly</sup> ab<sup>st</sup> presents

Did bargain well assen & set over unto the s<sup>d</sup> M. Ropch his  
exec<sup>ly</sup> admors and ad<sup>ors</sup>

All that the s<sup>d</sup> M. Ropch all<sup>ly</sup> usage land heres  
s<sup>d</sup> term composed in the s<sup>d</sup> term of 1000 years  
in s<sup>d</sup> the s<sup>d</sup> several above recited Indentures  
of the 28 day of August ~~1747~~ the 12 day of Oct<sup>r</sup>  
~~1747~~ through 10th days of November 1764 month  
& last in s<sup>d</sup> the above recited Indre of the 24  
day of January 1813 assign to the s<sup>d</sup> J. M. of  
Chute for the residue of the s<sup>d</sup> term of 1000 years  
in manner afo<sup>r</sup> with their favour of their  
affectionaries

And all the Estate to

To hold the s<sup>d</sup> M. Ropch all<sup>ly</sup> usage land s<sup>d</sup> term thereby assigned  
or intended as to be with their favour of their affections unto the  
s<sup>d</sup> M. Ropch his exec<sup>ly</sup> admors & ass<sup>ly</sup> from thenceforth for &  
day all the rest residue & remainder of the s<sup>d</sup> term of 1000 years  
created by the s<sup>d</sup> Indre of the 28 day of Aug 1747 & last assign to  
the s<sup>d</sup> J. M. of Chute as afo<sup>r</sup> then to come & unexp<sup>ly</sup> & available  
Upon the Trusts for the ends intents & purposes therein  
expressed & declared of and concerning the same  
(that were to say)

In Trust for the s<sup>d</sup> J. Sharp his heirs & assigns  
to have & dispose of the same here s<sup>d</sup> term or any of them  
as he or they should from time to time order & direct

and in the meantime

In Witness whereof the next provision of the 2<sup>d</sup> term of  
1000 years to wait upon & attend the feoffhold reversion &  
enhance of the heres & heirs composed them & thereby  
assent or intended so to be do apt so as to be subject  
thereto & protect the same from all incurre & intervening  
charges & incumbrances (if any such there were or should be)  
Covenant by & of the 1<sup>st</sup> of which that he had not encountered

Lease executed by & of A<sup>l</sup> Smith & collected 1  
Release executed by all parties <sup>except as to the 1<sup>st</sup> term by & of the 1<sup>st</sup></sup>  
Receipt for £800 & £400 respectively signed by & of  
A<sup>l</sup> Smith & the 1<sup>st</sup> & 2<sup>d</sup> terms endorsed on the 2<sup>d</sup> Indenture  
of Release signed & witnessed

11 412 January 1869

By Indenture of Lease & Release & Mortgage of these dates respectively made  
between the 2<sup>d</sup> John Sharp of the ----- one part by  
Robert Lunn of Boston in the paroch of Boston Lincolnshire in the County  
of Worcester Gentleman of the ----- other part

Lease £1.15.0  
Release £1.0.0  
Mortgage £1.0.0  
each

Directly the 1<sup>st</sup> day of the 1<sup>st</sup> Indenture of the 1<sup>st</sup> 1<sup>st</sup> day 1813  
And after recited that the 2<sup>d</sup> John Sharp had since he became the  
purchaser of the little Messuage Lands known as the 1<sup>st</sup> of the 2<sup>d</sup> A  
Smith was apt had at a very great expense converted the 2<sup>d</sup>  
little into a little mill that erected a very large substantial  
Trench building to be used as a little mill nearly adjoining to the  
2<sup>d</sup> little mill on part of the land called the Dale that requested the  
2<sup>d</sup> R Lunn to lend & advance him the sum of £1000 to enable him  
to complete the 2<sup>d</sup> little mill & other buildings for his other  
affairs which he had agreed to do on having the repayment of the same  
sum with int. secured to him by a Mortgage of the 2<sup>d</sup> little Messuage  
together with the 2<sup>d</sup> or obligation of the 2<sup>d</sup> John Sharp intended to  
bear even date with the new ably Indenture in the final sum  
of £3000 with a condition thereunder written for making the  
same void on payment by & of John Sharp his heirs executors or assigns  
unto the 2<sup>d</sup> R Lunn his heirs executors or assigns of the sum of £1000  
with int for the same after the rate 4 on the day thence as were  
thereat appointed for payment of the 2<sup>d</sup> sum & its interest

It is by the now abdy Indre of Release thereof that in contem of 1600 to the s<sup>r</sup> John Shop in hand will and may paid by the s<sup>r</sup> Robert Lunn at or before the receipt thereof. So the s<sup>r</sup> John Shop (by virtue and in pursuance and exercise of the power of authority so reserved & given to him by the above recited Indre of Release & in exercise & execution thereof & of all and every other powers & authorities so him reserved & given to him vested or enabling him in that behalf

Did give bargain sell alien release direct limit appoint & confirm unto the s<sup>r</sup> Robert Lunn (in his actual possession then being & by virtue of Lease) & to his heirs & assigns.

All that Water Mill then lately used as a Corn Mill but then converted into a silk mill (formerly & called the two Water Mills with the appurtes) together with the messuage tenement or dwellinghouse thither adjoining & belonging & commonly called or known by the name of Wadsey Mills & all the Iron Stone Tools & Implements belonging to the same Mills.

And also all that piece or part of Garden bounded lying near the s<sup>r</sup> Mills commonly called or known by the name of the Swans Plot being encompassed about with the mill Road.

And also all those two pieces or parts of meadow land lying near or adjoining unto the s<sup>r</sup> Mills commonly called or known by the name of the Waste containing by estimation 2 acres or thereabouts to the same meadow being encompassed about by the back abutting Northward upon the mill Bridge & Southward upon the flood gates Together with the Silk Mill then lately erected thereon by the s<sup>r</sup> John Shop near to the old Mill with the Wheels machinery & appurtes to the same belonging.

And <sup>also</sup> that one small piece or part of Ground used as a Garden lying near or adjoining to the said Mills having the Orchard formerly of Richard Wadsey & afterwards of the s<sup>r</sup> Wadley Smith but then of the s<sup>r</sup> John Shop on the East & West there & bounded & divided and a certain Ground called Mashing formerly in

the person of Clement Dingles afterwards of William  
Collet but then of \_\_\_\_\_ on the South side  
 thereof

And also all that other piece or parcel of Ground  
 called the Orchard containg. by estimation half an  
 acre or thereabouts (to the same more or less) having  
 a Close or Ground formerly of James Larnet Esq  
 but then belongg. to the perpetual Curate of Stadsley  
 for the time being called the little Sticks on the  
 South side of the Barn & Lands formerly of Mrs  
 Alice ~~Lyne~~ <sup>Lyne</sup> widow but then of \_\_\_\_\_ on the  
 South side of the last described piece of Land or  
 Garden on the West side (over which s<sup>d</sup> last mentioned  
 piece of Ground or part thereof there was then or  
 formerly was a way or passage from the said  
 Mills towards the street & so back again).

All which s<sup>d</sup> Mills Messuages Lands tenements & premises  
 were situate lying & being in Stadsley afo<sup>s</sup> in the  
 City of Worcester & then lately in the possession &  
 occupation of the s<sup>d</sup> Anthony Smith but then of  
 the s<sup>d</sup> John Sharp & James Ashens.

Together with all and singular houses &c.

And the reversion &c.

And all the Estate &c.

Toget<sup>r</sup> with all Queasore

To hold the s<sup>d</sup> Mills Messuages or Tenement Land tenements & all and  
 singular other the premises therein above mentioned & described &  
 thereby granted released directed limited & appointed or intended  
 or to be with them & any of their right members & appurtes unto the  
 s<sup>d</sup> R. Linn his heirs & assigns.

To the only proper use & behoof of the s<sup>d</sup> R. Linn his heirs  
& assigns for ever.

Subject nevertheless to the proviso or condition for redemption & reconveyance of  
 the s<sup>d</sup> Mills Messuages &c. therein mentioned & contained (that was to say)  
 Proviso for making good aboves<sup>d</sup> Payments and for recovery of the s<sup>d</sup> Mills  
 Messuages or Tenement Land tenements & premises on payment by the s<sup>d</sup> John Sharp his

his execs or assigns of the £ sum of £1500 with Interest for the same after the rate at the times & in manner therein mentioned.

Covenants by said John Sharp for payment of principal & Int.

that he was lawfully seized

had good right to grant & demise

for years impromt by mortgage after default

free from incumbrances

for further assurance

and for insurance of ~~the~~ estate so from loss or damage by fire in the sum of £1000.

And receiving that by the sd Indite of Release & Assignments of the 2nd day of May 1818 therein above recited a certain term of 1000 years created or demised of in & upon the Mills Messuages or Tenement lands & hereditaments therein before expressed to be thereby released & conveyed was by the sd J. & M. G. Clark as the agent & by the direction of the sd Anthony Smith & on the nomination of the sd John Sharp assigned to the sd W. Byrch his execs or assigns as aforesaid the trust to attend the discharge of the same premises

Declaration & Agreement of and between the sd parties as aboves presents & the sd John Sharp did thereby declare that the sd W. Byrch his execs or assigns should stand & be possessed of the sd sum of £1500 years

In trust for the sd R. Linn his heirs execs or assigns & aforesaid to the intent that the residue thereof might from thenceforth attend & go along with the freehold & Intendance of the Mills Messuages or Tenement Land & premises thereinbefore expressed to be thereby released & conveyed for protection the same from all manner of intervening charges & incumbrances if any such there were in the first place for better security the payment of £ sum of £1500 & Interest as aforesaid unto the sd R. Linn his execs or assigns accordingly to the true intent and meaning of aboves presents & subject thereto.

In trust for the sd J. Sharp his heirs & aforesaid

Lease & Release executed by sd J. Sharp & assented by two witnesses & Recd for £1500 endowed on the sd Indite of Release signed & witnessed.

The following is a copy of a memorandum endowed on the back of the

last abridged Indenture of Release

I hereby acknowledge to have this day received of my Thomas Sharp the executor of the within named John Sharp deceased the sum of One thousand five hundred and fifty four pounds four shillings and six pence being in full for all principal and interest money due and owing on the within security And I hereby undertake and agree for myself my heirs executors and administrators to receive assign and transfer the  $\frac{2}{3}$  securis and the hereditaments and premises within mentioned unto the person or persons who is or shall be entitled to the same hereditaments under the will of the said <sup>John Sharp</sup> deceased or to whom he she or they shall appoint at his her and their right and unto Witness my hand this ninth day of December One thousand eight hundred and thirty four

Wm A. Bayle

Robt Linn

Sett & witness

29<sup>th</sup> June 1833 the said John Sharp by his will of this date constituted & appointed his brother of the half blood Mr John Sharp of Warbury Kent to be his Executor & Trustee & to him his heirs execs & assigns Executors

June 8<sup>th</sup> 1833 executed all his real & personal Estate & Effects of every sort or kind

To hold upon trust for the full purposes that was to say  
It was Testors desire & he thereby directed that the first money that came unto the possession of his Exec from his Effects that he or they did with it pay off & discharge a certain Mortgage there was on his freehold Estate at Badday owing to Mr Robt Linn of Winton & when so cleared he or they Testors Execs or heirs did hold that Estate its rents & profits distinct from Testors other Estates & Effects & receive the rents and profits and pay them to Testors natural daughter Elizabeth Sharp to her & to no one else but to Testors natural daughter Elizabeth Sharp for & during the term of her natural life such payment to commence to her the first Anniversary Day that should happen after she attained the age of 21 years her receipt from time to time only being my Execs discharge for the same

And after her decease or death Testator here and bequeathed the  $\frac{2}{3}$  freehold Estate at Badday to the children

Philip 3  
John  
Philip  
25 January 1844  
Philip

114  
Philip

of Testator's natural Daughter Elizabeth Thorpe to them & their heirs for ever provided she left any children or their issue living at the time of her death.

Executed by J<sup>r</sup> Thorpe and attested by three in witness.

21<sup>st</sup> May 1834 The J<sup>r</sup> Thorpe by a Codicil to his 1<sup>st</sup> will of this date Reciting that in & by his 1<sup>st</sup> Will he had appointed his dear Brother Thomas Thorpe sole Executor thereof & had appointed him to execute various trusts therein particularly pointed out but considering the uncertainty of human life & that his J<sup>r</sup> Brother might not live to see his dear children fully attain the age of 18 years thereby nominated & appointed his dear Brother Samuel Thorpe an Executor & Trustee of his 1<sup>st</sup> Will with the like powers & authorities as fully & effectually to all intents & purposes whatsoever as if he had been originally appointed by his 1<sup>st</sup> Will

Executed by the J<sup>r</sup> Thorpe & attested by 3 witnesses

26<sup>th</sup> May 1834 The J<sup>r</sup> Testator J. Thorpe departed this life

24<sup>th</sup> June 1834 The 1<sup>st</sup> Will & Codicil were proved by the J<sup>r</sup> Testator Thorpe on the Prerogative Court of Canterbury power being awarded to make the like grant to the J<sup>r</sup> Samuel Thorpe

21<sup>st</sup> October 1834 The like Grant was made to the J<sup>r</sup> Samuel Thorpe

5<sup>th</sup> Feby 1840 The J<sup>r</sup> Testator Thorpe departed this life leaving the J<sup>r</sup> Samuel Thorpe his Executor & Trustee. His wife died at ~~Woolwich~~ ~~Woolwich~~ & was buried there 5<sup>th</sup> Feby 1831

28<sup>th</sup> April 1861 By Indenture of Reconveyance of this date made between Rob<sup>t</sup> Linn of London in the Parish of St Martin & Vintry in the County of Middlesex of the one part  
Stamp £1-15-0 pt and other pt

The J<sup>r</sup> Samuel Thorpe of the . . . . .  
Reciting the heretofore abovesaid Indenture of the 11<sup>th</sup> & 12<sup>th</sup> Feby 1819  
And Reciting the will Codicil death & proof of Will & Codicil of the J<sup>r</sup> Jno Thorpe



Prothonotary  
H. H.

And reciting the payment of the s<sup>d</sup> principal sum & the s<sup>d</sup> attendum thereto abstracted.

And reciting that the s<sup>d</sup> R. Linn the mortgage departed this life on or about the 4th day of February 1847 leaving the s<sup>d</sup> R. Linn party there his eldest son & son at law born surviving & having by his will dated the 7th day of July 1846 (which did not contain a devise of trust estates) appointed his sons the s<sup>d</sup> R. Linn party there & W. Linn Executors who in the month of May 1849 duly moved the same on the Orphans Court of Worcester

And reciting the death of the s<sup>d</sup> S. Sharp on the day of <sup>being the celebration of</sup> ~~the~~ <sup>the</sup> day of  
And reciting that the s<sup>d</sup> S. Sharp as such surviving Trustee as aforesaid had called upon & requested the s<sup>d</sup> R. Linn party there as then at law of his & father the s<sup>d</sup> R. Linn the mortgage deed to recover the dues & premises compr<sup>d</sup> in the s<sup>d</sup> mortgage in part recited under of mortgage unto him the s<sup>d</sup> S. Sharp in manner therein mentioned.

It was by advice of Justice Wilbur that in compliance of law by the s<sup>d</sup> Samuel Sharp to the s<sup>d</sup> R. Linn party there he did not recover so the s<sup>d</sup> R. Linn party there so far as he lawfully could & might & accord<sup>d</sup> to his estate and interest in the s<sup>d</sup> mortgage premises & not further or otherwise

Did by abstracting under grant bargain sell release & convey unto the s<sup>d</sup> Samuel Sharp his heirs & assigns.

All and singular those the s<sup>d</sup> estate mortgage or Tenement lands houses & premises therein & hereby desc<sup>d</sup> & comprised in & granted released appointed or otherwise assumed by the s<sup>d</sup> Justice of Peace & mortgage of the 12th day of Jan<sup>y</sup> 1819 And all other the trustees if any comprised in the same & their heirs & assigns of their rights interests estate and appurtenances

And the reversions &c  
And all the estate &c

To hold the s<sup>d</sup> estate mortgage land houses & premises therein granted & conveyed with the appurtenances unto the s<sup>d</sup> Samuel Sharp his heirs & assigns & absolutely discharged of & from all principal interest & other monies intended to be secured by the s<sup>d</sup> recited mortgage & from all claims & demands on respect thereof

To the use of the s<sup>d</sup> David Thorpe his heirs & assigns for  
 ever that next Upon the trusts intents & purposes in the s<sup>d</sup>  
 Writings in favor recited Will of the s<sup>d</sup> J. Thorpe declared &  
 contained & contained the s<sup>d</sup> Writings & provisions  
 Covenant by the s<sup>d</sup> William that he had not incumbered  
 Executed by the s<sup>d</sup> Robinson & attested

20<sup>th</sup> July 1831

The said Elizabeth Thorpe intermarried with & became the wife of Henry  
 Thorpe by whom she had four children & no more namely, Eliza Thorpe  
 who was born on or about the 9<sup>th</sup> day of June 1824 William Thorpe who  
 died in early infancy & in the lifetime of the s<sup>d</sup> Elizabeth Thorpe Frank  
 Thorpe who was born on or about the 23<sup>rd</sup> day of September 1822 & Fanny  
 Thorpe who died at the age of 4 years or thereabouts & in the lifetime of the  
 s<sup>d</sup> Elizabeth Thorpe

The s<sup>d</sup> Henry Thorpe having departed this life the s<sup>d</sup> Elizabeth Thorpe  
 intermarried with Robert Oswald Stutton of Wadsworth & Hunt by whom  
 she had no issue

12<sup>th</sup> October 1853

The s<sup>d</sup> Elizabeth Stutton (formerly s<sup>d</sup> Elizabeth Thorpe) departed this life  
 leaving the s<sup>d</sup> Eliza Thorpe & Frank Thorpe her two children her surviving  
 who are both alive & have attained the age of 21 years

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The s<sup>d</sup> David Thorpe departed this life

(15)