

Dated the 29th day of September 1877

Mess^{rs} J. & E. Redgrave with
the concurrence of Mr John
Oldaker

to

Conveyance

of

messuage Cottage Blacksmiths shop
& other hereditaments at Badsey in
the County of Worcester To use in
bar of Dower

W A. Berrington

This Indenture

made the twenty ninth day of September One thousand eight hundred and seventy seven Between John Redgrave of Birmingham in the County of Warwick Gentleman and Elisha Redgrave of Birmingham aforesaid Auctioneer of the first part John Oldaker of 22 Lake Street Chicago in the United States of America groom but now temporarily residing at Evesham in the County of Worcester of the second part Alfred Berrington also of 22 Lake Street Chicago aforesaid Hotel Keeper but also now temporarily residing at Evesham aforesaid of the third part and George Henry Garrard of Evesham in the County of Worcester Gentleman of the fourth part Whereas Samuel Oldaker late of Badsey in the County of Worcester Blacksmith being at the time of making his Will and so continuing to the time of his death seized and possessed of or otherwise well and sufficiently entitled to the messuage Cottage or

Blacksmiths Shop and other hereditaments hereinafter described and intended to be hereby granted for an estate of inheritance in fee simple in possession free from incumbrances made or duly executed his last Will and Testament in writing dated the ninth day of April One thousand eight hundred and thirty nine and thereby gave devised and bequeathed All or that his freehold messuage or tenement with the Blacksmiths Shop land and premises thereto belonging situate at Badsey aforesaid and then in his own occupation And also all that freehold cottage or tenement situate at Badsey aforesaid then in the occupation of Giles Toblins with their appurtenances And all other his real estate wherever situate And also all his personal estate unto his friends Charles Drury Farmer and Edward Saugher Blew Baker both of Badsey aforesaid Upon trust to permit his the said testator's wife Elizabeth to receive the rents of his real estate for her life And after her death Upon trust out of his personal estate or by mortgage of his real estate if necessary to raise and pay the sum of Forty five pounds to each of his daughters Mary and Elizabeth for their absolute use And subject thereto Upon trust to permit his son Richard (since deceased) to receive the rents and profits of his real estate for his life And after his decease Upon trust to convey the said messuages hereditaments and premises unto his grandsons Richard (also since deceased) and all other the children of his the said testator's said son Richard if more than one their heirs and assigns for ever as tenants in common and not as joint tenants And if only one such child of his the said testator's said son Richard then the whole to such only child his or her heirs and assigns for ever subject nevertheless to any incumbrances affecting the same on account of the aforesaid sum of money given to his the said testator's two daughters and to and for no other use intent or purpose whatsoever And the said testator did thereby further direct that it should be lawful for the trustees or trustee for the time being of that his will or the executors or administrators of the last surviving or continuing trustee by any writing or writings from time to time to nominate and appoint any person or persons to be a new trustee or trustees in the place or stead of any trustee or trustees who should die or desire to be discharged from or refuse or decline or become incapable to act in the execution of the several trusts therein expressed and that upon the execution of every such appointment all the trust property of every denomination should be vested in such new trustee or trustees either solely or jointly with any continuing trustee or trustees as the case might be upon the subsisting trusts thereof and every such new trustee should have the same power as if he had been appointed by that his will and the said testator appointed the said Charles Drury and Edward Saugher Blew executors of that his will And Whereas the said Samuel Oldaker departed this life on or about the twentieth day of April One thousand eight hundred and thirty nine without having altered his said Will and the same was duly proved in the Consistory Court of Worcester on the fifth day of October One thousand eight hundred and thirty nine by the said Charles Drury on of the Executors And Whereas the said Richard Oldaker the grandson of the said testator named in his said will died in the lifetime of his father namely on or about the eighth day of March One thousand eight hundred and fifty five and a Bachelor and his father the said Richard Oldaker the son of the said testator named in his said will died on or about the sixth day of January One thousand eight hundred and sixty seven leaving the said John Oldaker partly born his only legitimate child and the heir at law as well of the said Richard Oldaker the grandson and Richard Oldaker the son as of the said Samuel Oldaker the testator him surviving And Whereas the said Elizabeth Oldaker the widow of the said testator died on or about the twenty fourth day of January One thousand eight hundred and sixty six And Whereas by Indenture dated the twenty fourth day of July One thousand eight hundred and sixty seven and made between the said Charles Drury and Edward Saugher Blew of the one part and the said John Redgrave and Elisha Redgrave of the other part after reciting as or to the effect hereinbefore recited and stating the complete disposition of the testator's personal estate in manner therein particularly mentioned and that the whole of the trust estate of the said testator then consisted of the said two messuages Blacksmiths Shop land and premises only and that the said Charles Drury and Edward Saugher Blew were desirous of being discharged from the trusts and powers reposed in or given to them by the said recited will and were desirous also of appointing the said John Redgrave and Elisha Redgrave trustees in their place and stead for the purposes of the said will according to the powers and provisions therein contained It was understood that pursuant to and by force and virtue and in exercise and execution of the power or authority for that purpose by the said Will given to the said Charles Drury and Edward Saugher Blew as trustees under the same will They the said Charles Drury and Edward Saugher Blew And each of them did by those presents appoint the said John Redgrave and Elisha Redgrave to be trustees in the place of them the said Charles Drury and Edward Saugher Blew for the purposes of the said Will And by the same now recited Indenture the said Charles Drury and Edward Saugher Blew granted and released unto the said John Redgrave and Elisha Redgrave and their heirs all the said messuages or tenements Blacksmiths Shop land hereditaments and premises by the then before and hereinbefore recited Will devised with their appurtenances To hold the same To the use of the said John Redgrave and Elisha Redgrave their heirs and assigns Upon and for the trusts intents purposes and powers subject to which the said hereditaments would then by virtue of the said will stand and be subject respectively in case the now recited Indenture had not been made and executed and the said John Redgrave and Elisha Redgrave had been originally made trustees in the said will instead of the said Charles Drury and Edward Saugher Blew And Whereas by Indenture of Mortgage bearing date the twenty fifth day of July One thousand eight hundred and sixty seven and made between the said John Redgrave and Elisha Redgrave of the one part and John Unett Gentleman of the other part after reciting (inter alia) that the said testator's two daughters required payment of their said legacies and that the said John Redgrave and Elisha Redgrave the trustees for the time being of the said Will in order to enable them to pay the said legacies and to carry out the trusts of the said will had pursuant to the power for that purpose in the said will contained applied to the said John Unett to lend them the said sum of One hundred and twenty pounds which he had agreed to do upon having the repayment thereof with interest secured as therein after expressed it was witnessed that in consideration of One hundred and twenty pounds by the said John Unett paid to the said John Redgrave and Elisha Redgrave They the said John Redgrave and Elisha Redgrave granted and conveyed the said messuages cottage Blacksmiths Shop and hereditaments therein before referred to and intended to be hereby assigned Unto and to the use of the said John Unett his heirs and assigns forever but by way of mortgage only and subject to redemption on payment by the said John Redgrave and Elisha Redgrave their executors or administrators to the said John Unett his executors administrators or assigns of the sum of One hundred and twenty pounds with interest for the same after the rate of five pounds per cent per annum on a day therein named and long since passed And Whereas by Indenture endorsed on the last recited Indenture bearing date the thirty first day of December One thousand eight hundred and seventy three and made between the said John Unett of the one part and the said John Redgrave and Elisha Redgrave of the other part In consideration of One hundred and twenty pounds therein expressed to be paid by the said John Redgrave and Elisha Redgrave to the said John Unett all interest being stated to have been paid to the date hereof the said John Unett granted and conveyed all and singular the hereditaments and premises comprised in the last recited Indenture unto the said John Redgrave and Elisha Redgrave and their heirs To the same use upon the same trusts and to and for the same ends intent and purposes now so declared and expressed by the said will of the said Samuel Oldaker And Whereas the said sum of One hundred and twenty pounds so in the last recited Indenture expressed to be paid by the said John Redgrave and Elisha Redgrave to the said John Unett was in fact paid by the said John Redgrave out of his own private monies as the said Elisha Redgrave and also the said John Oldaker do hereby respectively admit and acknowledge testified by their respectively executing these presents and with the intention of taking up a loan of the same amount upon security of the said hereditaments and premises but the said John Redgrave finding a difficulty in obtaining such loan he hath continued the advance to be made by him as aforesaid out of his own private means and the said sum of One hundred and twenty pounds with a large arrear of interest thereon now remains due to the said John Redgrave as they the said Elisha Redgrave and John Oldaker do hereby also respectively admit and acknowledge (testified as aforesaid) And Whereas the said John Oldaker having attained the age of twenty one years and being entitled in equity to the said hereditaments and premises subject to the incumbrances thereon hath contracted and agreed with the said Alfred Berrington for the absolute sale to him of the same hereditaments and premises and the inheritance thereof in fee simple in possession for the sum of One hundred and twenty pounds And Whereas the said John Redgrave being willing to accept the sum of One hundred and twenty pounds in full discharge of all principal interest and other moneys due to him upon or in respect of

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said trust estate and the said John Oldaker being satisfied by a full investigation of the trustees accounts relating to the said trust estate that a larger sum than the said sum of one hundred and twenty pounds is justly and truly due to the said John Redgrave upon account thereof it hath been agreed that the said purchase money or sum of one hundred and twenty pounds shall be paid to the said John Redgrave and that he the said Eliza Redgrave shall join in conveying and assenting the said hereditaments free from incumbrances to the uses and in manner hereinafter appearing and that the said John Redgrave and Eliza Redgrave shall be and are hereby considered to be fully released and discharged from all liability and responsibility on account of the said Trust Estate and Funds or any part thereof **Now this Indenture Witnesseth** that in pursuance of the said agreement and in consideration of the sum of one hundred and twenty pounds to the said John Redgrave at the request and by the direction of the said John Oldaker and with the privity and approbation of the said Eliza Redgrave (testified by their respectively executing these presents) paid by the said Alfred Berrington or before the execution of these presents the receipt and payment whereof in full for the absolute purchase of the above-mentioned Cottages or Tenements and other hereditaments hereinafter described and intended to be hereby granted and conveyed they the said John Redgrave and Eliza Redgrave and the said John Oldaker do hereby respectively acknowledge and of and from the same and every part thereof do hereby respectively acquit release and for ever discharge the said Alfred Berrington his heirs executors and administrators and also in consideration of five shillings a piece to them the said Eliza Redgrave and John Oldaker also now paid by the said Alfred Berrington the receipts whereof they do hereby respectively acknowledge they the said John Redgrave and Eliza Redgrave at the request and by the direction of the said John Oldaker testified as aforesaid and each of them doth hereby bargain and sell and also grant release and convey and the said John Oldaker doth by these presents grant release convey and confirm unto the said Alfred Berrington and his heirs **And** that Messuage or Tenement with the Blacksmiths Shop Land and premises thereto belonging situate in Badesley in the County of Worcester late in the occupation of Mary Oldaker afterwards of John Cornelius Simpson late of David Walker and now void **And** also **And** that Cottage or Tenement with the land and appurtenances thereto belonging situate adjoining the hereditaments hereinbefore described at Badesley aforesaid formerly in the occupation of Giles Robbins afterwards of Oliver Rogers and now void **And** all other if any the hereditaments at Badesley aforesaid devised by the said Samuel Oldaker deceased and comprised in the hereinbefore recited indentures **Together** with all houses outhouses buildings roads ways paths passages waters watercourses easements privileges rights members and appurtenances to the said Messuage Cottage or Tenements shops and hereditaments hereinbefore expressed to be hereby granted and conveyed or any part or parts thereof belonging or in anywise appertaining **And** all the estate right title interest inheritance use trust property possession benefit equity claim and demand whatsoever of the said John Redgrave and Eliza Redgrave and John Oldaker and each of them in or upon the same premises **To have and to hold** the said Messuage Cottage or Tenement Blacksmiths Shop and hereditaments and all and singular other the premises hereinbefore expressed to be hereby granted and conveyed freed and absolutely discharged from all monies secured thereon or due or owing upon loan or security thereof as hereinbefore appearing unto the said Alfred Berrington and his heirs To such uses upon such trusts and to and for such ends intents and purposes as the said Alfred Berrington shall by any deed or writing with or without power of revocation and new appointment from time to time direct limit or appoint **And** in default of such direction limitation or appointment and so far as the same if incomplete shall not extend to the use of the said Alfred Berrington and his assigns for and during the term of his natural life without impeachment of waste **And** from and immediately after the determination of that estate by forfeiture or otherwise in his lifetime To the use of the said George Henry Garrard his executors and administrators during the life of and in trust for the said Alfred Berrington and his assigns **And** from and immediately after the determination of the estate lastly hereinbefore limited To the use of the said Alfred Berrington his heirs and assigns forever **And** the said Alfred Berrington doth hereby declare that if he shall die leaving a widow she shall not be entitled to dower out of or in the said hereditaments hereinbefore expressed to be hereby granted or any part thereof **And** each of them the said John Redgrave and Eliza Redgrave doth hereby for himself his heirs executors and administrators but so far only as relates to his own acts and deeds covenant with the said Alfred Berrington his heirs appointees and assigns that they the said John Redgrave and Eliza Redgrave respectively have not at any time or times heretofore made or executed or knowingly or willingly permitted or suffered or been party or privy to any act deed matter or thing whatsoever whereby or by reason or means whereof they are in anywise prevented or hindered from granting and releasing the hereditaments and premises hereinbefore expressed to be hereby granted and released To the uses and in manner aforesaid or whereby or by reason or means whereof the same hereditaments and premises or any part or parts thereof are or can shall or may be impeached charged affected or incumbered in title estate or otherwise howsoever **And** the said John Oldaker doth hereby for himself his heirs executors and administrators covenant with the said Alfred Berrington his heirs appointees and assigns in manner following that is to say that for and notwithstanding any act deed or thing by him the said John Oldaker or any of his ancestors or testators made done or suffered to the contrary they the said John Redgrave and Eliza Redgrave with the concurrence of the said John Oldaker now have good right and full power to grant and convey the hereditaments and premises hereinbefore expressed to be hereby granted and conveyed to the uses and in manner aforesaid **And** that the same hereditaments and premises shall at all times hereafter go remain and be to the uses hereinbefore limited and declared and the rents issues and profits thereof he had received and taken by the said Alfred Berrington his heirs appointees and assigns accordingly without any interruption or disturbance from or by the said John Redgrave and Eliza Redgrave or their heirs or the said John Oldaker or any person or persons claiming through under or in trust for him or any of his ancestors or testators **And** that free from and by him the said John Oldaker his heirs executors and administrators effectually kept indemnified against all former and other estates rights titles charges debts and incumbrances created or occasioned by the said John Redgrave and Eliza Redgrave or the said John Oldaker or any person or persons claiming through or under him or any of his ancestors or testators **And** lastly that they the said John Redgrave and Eliza Redgrave and their heirs and the said John Oldaker and all other persons whomsoever having or claiming any estate right title property or interest in or to the said hereditaments and premises hereinbefore expressed to be hereby granted and conveyed or any part thereof by through or under the said John Oldaker or any of his ancestors or testators shall and will at all times hereafter upon every reasonable request by and at the costs of the said Alfred Berrington his heirs appointees or assigns make do acknowledge and execute or cause and procure to be made done acknowledged and executed all such further and other lawful and reasonable acts deeds conveyances and assurances in the law whatsoever for the further or better granting conveying or otherwise securing the hereditaments and premises hereinbefore expressed to be hereby granted to the uses and in manner aforesaid as by the said Alfred Berrington his heirs appointees or assigns or his or their counsel in the law shall be reasonably devised or advised and required **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Alfred

Eliza

Redgrave

John

Oldaker

Alfred

Garrard

Berrington

Garrard

Received on the date of the within written Indenture from the within
named Alfred Berrington the sum of One hundred and twenty pounds } £120
as within expressed to be paid by him to me
Witness

Geo. H. Redgrave

Redgrave

Signed sealed and delivered by the within named
John Redgrave and Eliza Redgrave in
the presence of

Geo. V. Redgrave

Estate Agent
Paradise Street
Birmingham

Signed sealed and delivered by the within named
John Oldaker, Alfred Berrington and George Henry Garrard
in the presence of Alex: Hoatson
Clerk to Messrs New Prince & Garrard
Solicitors, Evesham.