

1577

Abstract of wills in  
Windsor, Blackfriars Street &  
other several places in London in  
the County of Middlesex

---

The Public Record  
Office

Abstract of Title to a Mapway  
between Blacksmith Shop and other land  
at Radsey in the County of Worcester

29<sup>th</sup> September 1877

By Indenture of this date made between John Hodgson of Birmingham Gentleman and John Hedgcock of Birmingham aforesaid that of the 1<sup>st</sup> part John Hedgcock of 22 Lamb St. Circus but then temporarily residing at Leekham in the County of Worcester of the third part Alfred Houghton also of 22 Lamb St. Circus aforesaid but also then temporarily residing at Leekham aforesaid of the third part and George Henry Farmer of Leekham aforesaid Gentleman of the 4<sup>th</sup> part

Reciting that Samuel Blackmer late of Radsey in the County of Worcester Blacksmith being at the time of making his Will and in continuing to the time of his death seized and possessed of an estate well and sufficiently entitled to the Mapway between Blacksmith Shop & other land situated between the said road intended to be thereby granted for an act of violence in respect in person from violence made and duly sold his last Will and Testament in writing dated the 9<sup>th</sup> day of April 1859 & thereby gave devised & bequeathed all that his Freehold Mapway or tenement with the Blacksmith Shop land and premises belonging situated at aforesaid and then in his own occupation and also all that freehold Cott & tenement sit at Radsey aforesaid then in the occupation of John Hedgcock with their appurtenances and all other his real Estate whatsoever sit and also all his personal Estate with his friends Geo<sup>r</sup>ge Henry Farmer and Edw<sup>d</sup> Laughlin Esq<sup>r</sup> Baker late of Radsey 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 Est<sup>t</sup> or by Mortgage of his real Estate if necessary to raise and pay the sum of £45 to each of his daughters Mary and Elizabeth for their absolute use and subj<sup>t</sup> trusts Upon Trust to permit his Son Richard (now dead) to receive the rents and profits of his real Estate for his

left and after his death upon trust to convey the said real  
estate unto his Executors Richard (also since dead) and all  
other the children of his the said testator said son Richard of more  
than one than less and after for ever as tenants in common  
and not as joint tenants and if only one such child of his the said  
said son Richard then the whole to such only children he or her have  
& after for ever subject nevertheless to any issue affecting the same  
in and of the further issue of any given to his the said testator  
his daughters and to and for no other use intent or purpose whatsoever  
And the said testator did hereby further and that it should be lawful  
for the Trust or Trusts for the time being of that his will in the  
case a and of the last mentioned or continuing Trusts by any writing  
or writings from time to time to nominate and appoint any person  
or persons to be a and Trust or Trusts in the place or stead of any  
Trust or Trusts who should see or desire to be discharged from or  
after a decision or become incapable to act in the execution of the several  
Trusts thereunto that upon the coming of every such appoint or  
the least necessity of every administration should be vested in such  
one Trust or Trusts who wholly or jointly with any continuing Trust  
or Trusts as the case might be upon the subsisting Trusts thereof and  
every such new Trust should have the same power as if he had  
been appointed by that his will And the said testator appointed the  
C. Quincy and C. L. Blow Executors of that his will

And Richard the death of the said S. Oakes on or about the 20<sup>th</sup>  
April 1839 with having executed a and his said will and that  
the same was duly proved in the Consistory Court of Worcester on the  
6<sup>th</sup> Oct 1839 by the said C. Quincy one of the executors

And Richard the death of the said Rich<sup>d</sup> Oakes the grandson of  
the said testator in the lifetime of his father viz on or at the 8<sup>th</sup> Mar  
1858 & a Bachelor and the death of his father the said Rich<sup>d</sup> Oakes  
the son of the said testator on or at the 6<sup>th</sup> day of June 1860 leaving  
the said son Oakes his only legitimate child and the  
son at law as well of the said Richard Oakes the grandson and  
a and the son as of the said Samuel Oakes the testator him  
surviving

And Richard that by an Indenture under the 31<sup>st</sup> day of July 1867

and made between the said C. Quincy and E. L. Bliss of the one part  
and the said J. Hodgson and E. Hodgson of the other part after reading  
as well to the effect thereof recited and stating the complete disposal of  
the estate personal estate in manner therein particularly mentioned and  
that the whole of the Trust Estate of the said testator then consisted of  
the said her messuages Blacksmiths shop land and premises and that  
the said Charles Quincy and E. L. Bliss were accused of being deceived  
from the trusts of powers vested in or given to them by the said testator  
will and were accused also of appointing the said J. Hodgson and E. Hodgson  
Trustees in their place and stead for the purposes of the said will  
and to the powers and provisions therein contained. It was understood that  
pursuant to and by force and virtue and in exercise and use of  
the powers so vested for that purpose by the said will given to the  
said C. Quincy and E. L. Bliss as Trustees under the same will they the  
said C. Quincy and E. L. Bliss and each of them did by their  
parents appoint the said J. Hodgson and E. Hodgson to be Trustees  
in the place of them the said C. Quincy and E. L. Bliss for  
the purposes of the said will and by their said parents making  
Indentures the said C. Quincy and E. L. Bliss granted and  
conveyed unto the said J. Hodgson and E. Hodgson and their heirs  
all the said messuages a tenement Blacksmiths Shop land  
premises and premises by the tenement and in abridging  
Indentures by recited will devised unto the appointees to hold the  
same to the use of the said J. Hodgson and E. Hodgson their  
heirs and assigns forever and for the trusts intents purposes and  
powers unto which the said bequests were then by virtue of  
the said recited will stand and to fully comply in case the  
then making Indentures had not been made and what under  
the said J. Hodgson and E. Hodgson had been originally made  
Trustees in the said will instead of the said C. Quincy and E. L.  
Bliss

Witness my hand this 25th day of July 1867 and made between the said J. Hodgson and E. Hodgson  
of the one part and John West Gentlesman of the other part after  
reading (as above) that the said testator his daughter and assigns  
of their said legacies and that the said J. Hodgson and E.

Redgrave the Trust for the same being of the said Will in order  
to enable them to pay the said legacy to carry out the bequest  
of the said Will had pursuant to the power for that purpose in  
the said Will had paid to the power for that purpose in the 1<sup>st</sup>  
Will contained therein to the said John West to have them  
the sum of £100 which he had agreed to do upon leaving the  
expressed thereof with out secured as therein expressed It was  
intended that in return of £100 by the said J West paid to  
the said J Redgrave and E Redgrave granted and conveyed the  
said mortgages to the said Blacksmiths Shop and hereby themselves  
referred to and intended to be they secured agreed with used to  
the use of the said J Redgrave but but and up for use but  
by way of Mortgage and subject to redemption by the  
said J Redgrave and E Redgrave their own or to the said  
J West but not as a part of the sum of £100 with  
out for the same after the rate of £5 per cent per annum  
on a day then named and long since past

And Reciting that by indenture underhand in the last  
witnessed Indenture bearing date the 1<sup>st</sup> day of Dec 1779 and made  
between the said J West of the one part and the said J  
Redgrave and E Redgrave of the other part the sum of £100  
should be paid by the said J Redgrave and E  
Redgrave to the said J West (all not being stated to have  
been paid to the said West) the said J West granted and  
conveyed all and singular the lands and premises in the  
last recited Indenture with the said J Redgrave and E Redgrave  
and their heirs to the said uses upon the same trusts &c  
and for the same ends intents and purposes as were did and  
expressed by the said Will of the said Samuel Oldaker

And Reciting that the said sum of £100 is in the last  
recited Indenture expressed to be paid by the said J Redgrave and  
E Redgrave to the said John West was in full paid by the said  
J Redgrave out of his own private moneys as the said E  
Redgrave and also the said John Redgrave Oldaker did thereby  
expressly admit and acknowledge by their copy copy these presents  
and with the intention of taking up a loan of the same amount

(A)

upon receipt of the said certificate of title but the said J. Redgrave  
finding it difficult to obtain the same he had recourse to the  
advances made by him as set out of his own private means  
and the said sum of £100 with a large amount of interest thereon  
then remained due to the said J. Redgrave as they the said J.  
Redgrave did they also verify account and notes (testimony as set  
out) and certify that the said J. Redgrave had advanced the sum of  
£100 and being entitled in equity to the said certificate of title  
only to the extent thereof had contracted and agreed with the said  
Alfred Bevington for the absolute sale to him of the same lot of free  
hold estate hereof in fee simple in possession for the sum of £100  
and certify that the said J. Redgrave being willing to accept the  
sum of £100 in full discharge of all legal and other moneys due to  
him upon or in respect of the said land estate and the said Alfred  
Bevington being satisfied by a full investigation of his title relating  
to the said land estate that a large sum more than the said sum of £100  
was justly and truly due to the said J. Redgrave upon and through  
it had been agreed that the said purchase money or sum of  
£100 should be paid to the said J. Redgrave and that to the  
said J. Redgrave should now be assigned and adjoining the said  
land estate and free from incumbrances to the use and in manner  
therein appearing and that the said J. Redgrave and J. Redgrave did  
do and were thereby constituted to be fully sold and discharged from  
all liabilities and responsibility in account of the said land estate &  
found a way for thereby

It was understood that in consideration of the sum of £100 to the said J.  
Redgrave at the sale of the said J. Redgrave and with the purchase of the  
said J. Redgrave (testimony by their verbal selling their purchase) paid by  
the said Alfred Bevington at a price & the sale & and also in consideration  
of the said to them the said J. Redgrave and J. Redgrave also their purchase  
by the said Alfred Bevington the sale & They the said J. Redgrave and J.  
Redgrave at set out by deed of said J. Redgrave testimony &

did and each of them did hereby bargain sell and also grant  
assign and convey and at the said J. Redgrave did by these presents  
grant assign convey and confirm unto the said Alfred Bevington and  
his heirs

5

All that surplus or increment unto the Blacksmith shop lands and premises the being of which in the year of 1764 was the occupation of Henry Blackwell afterwards of John Cornelius Simpson late of James Butler and there and

And also all that tithing or increment unto the land and appurtenances the being of which unto the last of the year 1764 was the occupation of the said John Blackwell afterwards of the said James Butler and there and also all other of any the lands or premises of the said John Blackwell and of the said James Butler together with all lands & together with all the Estate &c

To hold the same lands and premises and absolutely discharged from all manner of incumbrances which are due or owing upon law or equity, they in themselves appearing unto the said W. Burdett and his heirs

To such uses upon such trusts and to such purposes as the said W. Burdett should by any deed or writing with or without power of revocation & vice versa from time to time and limit or appoint unto in default of such devise limit or appoint and so far as the same of incumbrances should not extend

To the use of the said W. Burdett and his assigns during his life with remainder

To the use of the said J. Hayward during the life of and in trust for the said W. Burdett with issue

To the use of the said W. Burdett his heirs & assigns for ever

Declaration against them

Concerning by each of them the said J. Hayward and E. Hayward for himself his heirs & assigns unto the said W. Burdett his heirs & assigns and upon that they verily had not received or received by the said J. Hayward for himself his heirs & assigns unto the said W. Burdett his heirs & assigns used before that they the said J. Hayward and E. Hayward with concurrence of said J. Hayward

Black had good right and full power to send and convey  
And for further assurance

Witnessed by all parties and attested &  
except for certain money and what is due and what

(1)