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*Signed, Sealed, and Delivered:
A Contract of Sale for Land in England (1826)*

Shelfmark

California State University, Fullerton (CSUF).

University Archives and Special Collections.

Rare File 0.

Indenture on Vellum.

January 17, 1826.

Introduction

The indenture edited below is part of the Rare File Collection, which consists of books, pamphlets, periodicals, and manuscripts from the fifteenth to twentieth century held in CSUF's University Archives and Special Collections. According to a note on the back of the document's first page, it was gifted to CSUF in March 1972 by Dr. Fairfax Proufit Walkup. The document originates from the nineteenth century, written in 1826 as a contract between Joshua Hoare (and Frances, his wife) and Charles Tyler, with the acknowledgment and consent of a group composed of Henry Rugeley, Ann Manning, William Faux (and Susan, his wife), Thomas Underwood, and William Day the Younger. In the indenture, Tyler promises payment of £1350 for a dwelling and outbuildings (a messuage), a farm, and surrounding land in the parish of Little Gransden in the County of Cambridge (England). The indenture details the relationship of all parties involved in the sale and how the property came to be in the possession of Hoare, tracing the process of inheritance. The property to be sold is extensively described, including the purposes of various tracts and parcels of the land.

The indenture is composed of six sheets of vellum, measuring 20.7 by 25.9 inches, which are stacked upon one another, with the final page being the first one sequentially. Pages are labeled below according to the order in which they would be read. The document is legibly written in notarial cursive in black ink on vellum (beige in color) with either 45 or 46 lines of writing per page. The vellum from the back-most page is folded over the bottom to encompass and hold together all other pages. A blue piece of ribbon is stitched through the bottom, securing the indenture. The eight red wax seals that are stamped over the ribbon are in fair condition though they have begun to wear down with age. A red double line surrounds the writing, creating a margin on the left hand side, where a blue revenue stamp can be found. Each of the page's opening words are embellished with decorative flourishes and in a font different from the remainder of the document. In order to guarantee that all lines reach the edges of the margins (to ensure no additions could be made once the document had been signed), flourishes were added to take up space.

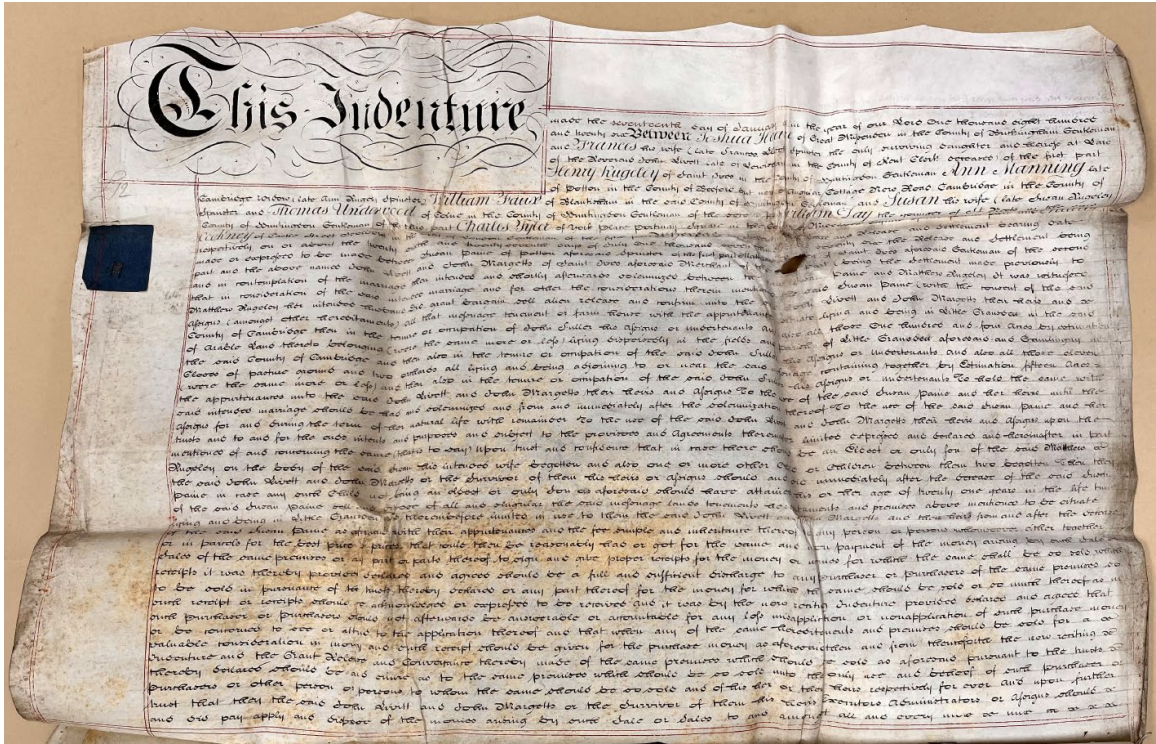


Figure 1: Indenture on Vellum, January 17, 1826, page 1 [front].

Overall, the pages are in relatively fair condition, the vellum largely free of damage except where the document was folded. Historically, such indentures were kept folded for storage purposes, this one being no different. There is extensive yellowing and staining across the pages, but such discoloration does not interfere with the legibility of the writing. Damage is most extensive on page 1, the outermost page, which would have been subjected more to the elements. Consequently, page 1 is far more weathered than page 6, which was protected when the document was in its folded state. A water stain to the right of center diminishes the readability of sections of text across all six pages. In addition, because the water damage is on a crease line, a small hole has worn into page 1, completely obscuring some of the words. Aside from the small hole and the water stain, the document remains highly physically legible. What makes the document difficult to decipher is its sheer lack of punctuation.

The indenture is of particular interest to those studying nineteenth-century British history, including those studying legal history as it provides insight into the ways in which contracts were created during this time period. The document is a valuable primary source in that it reveals the inner workings and lives of everyday individuals. The agreed upon transaction is ultimately commonplace, a routine moment in the lives of the people immortalized in the document. The indenture provides a detailed catalogue of the past in Little Gransden, the people and places one would have encountered there. Its geographical scope lends insight into the landscape of the area, supplying details about the composition of the land,

thus the indenture would be useful for those interested in historical geography. To the social historian, it presents an opportunity to understand the lives of those involved and consequently those of the larger British population during the nineteenth century.

The transcription below preserves the lines, spelling, and capitalization of the original document. Any textual additions are enclosed by square brackets. To enhance the document's readability, punctuation has been added throughout. The aforementioned flourishes are marked by reversed curly brackets: }{.

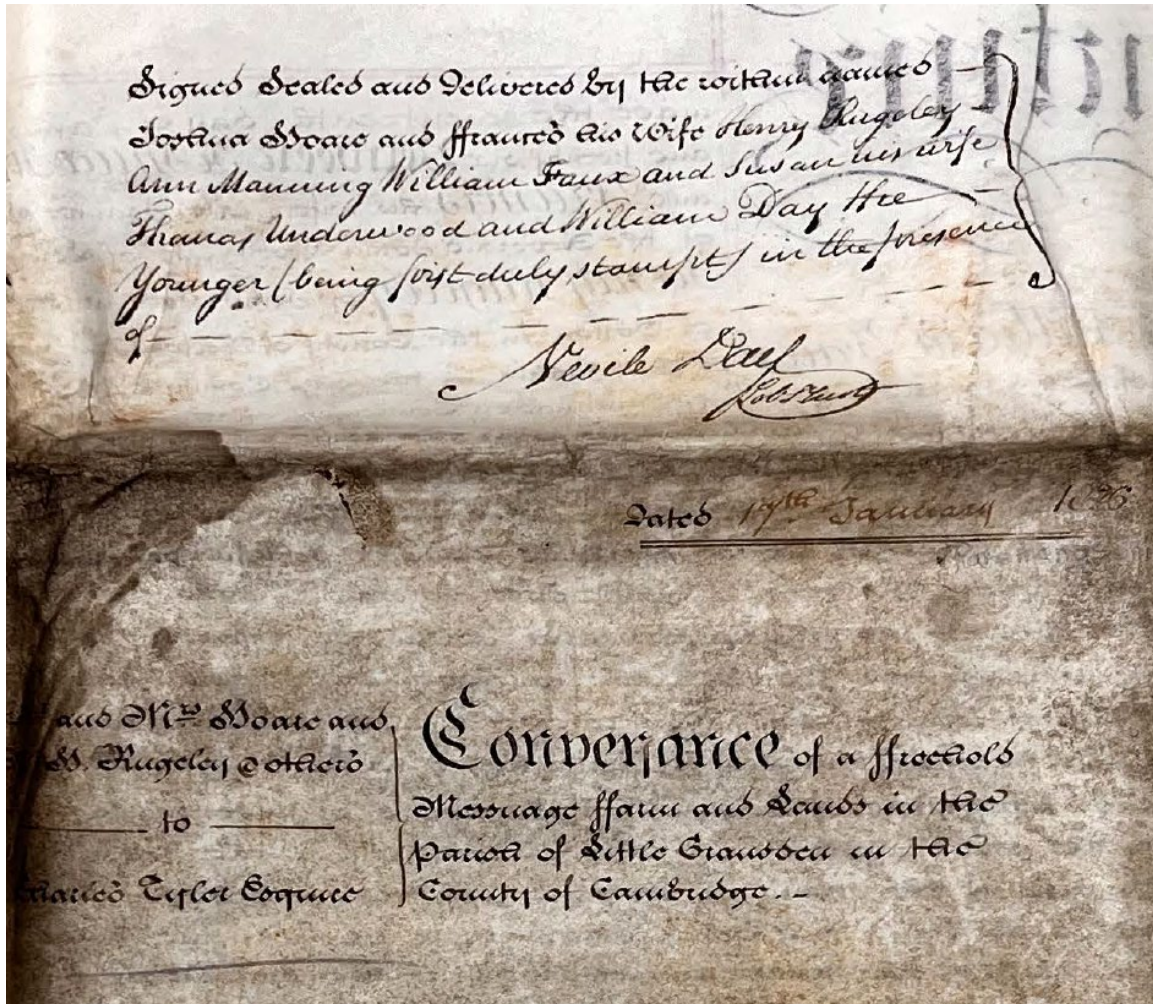


Figure 2: Indenture on Vellum, January 17, 1826, page 1 [back, excerpt].

*Edition: Indenture on Vellum,
January 17, 1826*

Page 1 [Front]:

This Indenture,¹ made the seventeenth day of January, }} in the year of our Lord One thousand eight hundred and twenty six, Between Joshua Hoare² of Great Missenden³ in the County of Buckingham,⁴ Gentleman, and Frances,⁵ his wife (late Frances Livett, Spinster,⁶ the only surviving daughter and heiress at Law of the Reverend John Livett,⁷ late of Lewisham⁸ in the County of Kent,⁹ Clerk, deceased) of the first part; Henry Rugeley¹⁰ of Saint Ives¹¹ in the County of Huntingdon,¹² Gentleman, Ann Manning,¹³ late of Potton¹⁴ in the County of Bedford¹⁵ but now of Angular Cottage,¹⁶ New Road,¹⁷ Cambridge, in the County of Cambridge,¹⁸ Widow (late Ann Rugeley Spinster), William Faux¹⁹ of Blantisham²⁰ in the said County of Huntingdon, Gentleman, and Susan²¹ his wife

¹ A legal contract that reflects or covers a debt or purchase obligation.

² Presumably son of John Hoare and husband of Frances.

³ Village in Buckinghamshire, England.

⁴ Ceremonial county in South East England, northwest of London.

⁵ Presumably the wife of Joshua Hoare.

⁶ An unmarried woman of a gentile family.

⁷ Presumably father of Frances Livett.

⁸ Historic village in Kent, England, now an area in southeast London.

⁹ County of Kent, southeast of London.

¹⁰ Son of Matthew Rugeley and Susan Rugeley (nee Payne), sibling of Ann Manning (nee Rugeley) and Susan Faux (nee Rugeley).

¹¹ Town in (historic) Huntingdonshire, England; now in Cambridgeshire.

¹² Historic county in England, north of London.

¹³ Second daughter of Matthew Rugeley and Susan Rugeley (nee Payne), sibling of Henry Rugeley and Susan Faux (nee Rugeley).

¹⁴ Town in Bedfordshire, England.

¹⁵ Ceremonial county in England.

¹⁶ Presumably a place in Cambridge, England.

¹⁷ Road in Cambridge, England.

¹⁸ County in England, north of London.

¹⁹ Husband of Susan Faux (nee Rugeley); presumably author of *Memorable Days in America* (London, 1823).

²⁰ Bluntisham. Village in (historic) Huntingdonshire, England; now in Cambridgeshire.

²¹ Youngest daughter of Matthew Rugeley and Susan Rugeley (nee Payne), sibling of Henry Rugeley and Ann Manning (nee Rugeley).

(late Susan Rugeley, Spinster), and Thomas Underwood²² of Colne²³ in the County of Huntingdon, Gentleman, of the second part; William Day²⁴ the younger of St. Neots²⁵ in the said County of Huntingdon, Gentleman, of the third part; Charles Tyler²⁶ of York Place, Portman Square,²⁷ in the County of Middlesex,²⁸ Esquire,²⁹ of the fourth part; and Charles Cookney³⁰ of Castle Street Holborn³¹ in the City of London, Gentleman, of the fifth part. Whereas an Indenture of Lease and Release and Settlement bearing date respectively on or about the twenty sixth and twenty seventh days of July, One thousand seven hundred and seventy six, the Release and Settlement being made or expressed to be made between Susan Paine of Potton, aforesaid Spinster, of the first part; Matthew R[ugele]y³² of Saint Ives, aforesaid Gentleman, of the second part; and the above named John Livett and John Margetts³³ of Saint Ives, aforesaid Merchant, of the [third]³⁴ part (being the Settlement made previously to and in contemplation of the marriage then intended and shortly afterwards solemnized between the said Susan Paine and Matthew Rugeley), It was witnessed that in consideration of the said intended marriage and for other, the considerations therein mentioned, the said Susan Paine (with the consent of the said Matthew Rugeley, her intended husband) Did grant, bargain, sell, alien,³⁵ release, and confirm unto the said John Livett and John Margetts, their heirs and

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²² Married to Elizabeth Underwood (nee Rugeley) who is sibling to Henry Rugeley, Ann Manning (nee Rugeley), and Susan Faux (nee Rugeley).

²³ Village in (historic) Huntingdonshire, England; now in Cambridgeshire.

²⁴ Presumably son of William Day and Sarah Traylen.

²⁵ Town in (historic) Huntingdonshire, England; now in Cambridgeshire.

²⁶ Unknown person.

²⁷ York Place is a neighborhood of thirty houses at the upper end of Baker Street In Central London's Private estate.

²⁸ Historic county in England; now part of London.

²⁹ A person of nobility, especially in England.

³⁰ Unknown person.

³¹ Castle Yard Street in Central London that leads from Holborn into Cursitor Street.

³² Text obscured by a hole in the vellum.

³³ A brewer, son of John Margetts and Mary Rugely Margetts.

³⁴ There is a 1/2 x 1/2 inch hole in the page here.

³⁵ Transfer.

assigns,³⁶ (amongst other hereditaments³⁷) all that messuage,³⁸ tenement,³⁹ or farm house with the appurtenances⁴⁰ situate, lying, and being in Little Gransden⁴¹ in the said County of Cambridge then in the tenure or occupation of John Suller,⁴² his assigns, or undertenants;⁴³ and also all those One hundred and four Acres by estimation of Arable Land thereto belonging (were the same more or less) lying dispersedly in the field and parish of Little Gransden aforesaid; and Gamlingay⁴⁴ in the said County of Cambridge and then also in the tenure or occupation of the said John Suller, his assigns, or undertenants; and also all those eleven Closes of pasture ground and two orchards all lying and being adjoining to or near the said messuage containing together by Estimation fifteen acres }} (were the same more or less) and then also in the tenure or occupation of the said John Suller, his assigns, or undertenants. To hold the same with the appurtenances unto the said John Livett and John Margetts, their heirs, and assigns To the use of the said Susan Paine and her heirs until the said intended marriage should be had and solemnized, and from and immediately after the solemnization thereof To the use of the said Susan Paine and her assigns for and during the term of her natural life, with remainder to the use of the said John Livett and John Margetts, their heirs, and assigns upon the trusts and to and for the ends, intents, and purposes and subject to the provisoes and Agreements therein after limited, expressed, and declared and hereinafter in part mentioned of and concerning the same (that is to say) upon trust and confidence that, in case there should be an Eldest or only son of the said Matthew R⁴⁵ Rugeley on the body of the said Susan, his intended wife begotten, and also one or more other child or children between them two begotten. Then they, the said John Livett and John Margetts or the Survivor of them, his heirs, or assigns, should and did immediately after the decease of the said Susan Paine, in case any such Child not being an oldest or only Son as aforesaid should

³⁶ A person appointed to act for another; a representative or deputy.

³⁷ Heritable property; property that is to be passed down from parent to offspring.

³⁸ A legal term referring to a dwelling house with outbuildings and land assigned to its use.

³⁹ A piece of land or property held by an owner.

⁴⁰ An accessory or other item associated with a particular activity or style of living.

⁴¹ Civil parish and village in South Cambridgeshire, England.

⁴² Unknown person.

⁴³ A person who holds lands or tenements by a sublease.

⁴⁴ Civil parish in the South Cambridgeshire district of Cambridgeshire, England

⁴⁵ It appears that the writer was intending to write Rugeley but realized there was not enough room to complete the name so opted to abort the attempt.

have attained his or her age of twenty one years in the life time of the said Susan Paine, sell and dispose of all and singular the said messuage, lands, tenements, hereditaments, and premises above mentioned to be situate, lying, and being in Little Gransden and therein before limited in use to them, the said John Livett and John Margetts and their heirs from and after the decease of the said Susan Paine, as aforesaid with their appurtenances and the fee simple and inheritance thereof to any person or persons whomsoever, either together or in parcels, for the best price or prices that could then be reasonably had or got for the same, and upon payment of the money arising by such sale or Sales of the same premises or any part or parts thereof to sign and give proper receipts for the money or monies for which the same shall be so sold, which receipts it was thereby provided, declared, and agreed should be a full and sufficient discharge to any purchaser or purchasers of the same premises so to be sold in pursuant⁴⁶ of the trusts thereby declared or any part thereof for the money for which the same should be sold, or so much thereof as in such receipt or receipts should so acknowledged or expressed to be received, and it was by the now reciting Indenture provided, declared, and agreed that such purchaser or purchasers should not afterward be answerable or accountable for any loss, misapplication, or nonapplication of such purchase money or be concerned to see or attend to the application thereof, and that when any of the same hereditaments and premises should be sold for a }} valuable consideration in money and such receipt should be given for the purchase money as aforesaid, then and from thenceforth⁴⁷ the now writing }} Indenture and the Grant Release and Conveyance thereby made of the same premises, which should be sold as aforesaid pursuant to the trusts }} thereby declared, should be and since as to the same premises which should be so sold unto the only use and behoof⁴⁸ of such purchaser or purchasers or other person or persons to whom the same should be so sold and of his her or their heirs respectively for over and upon further trust that they, the said John Livitt and John Margetts or the Survivor of them, his heirs, Executors, Administrators, or Assigns should }} and did pay, apply, and dispose of the monies arising by such Sale or Sales to and amongst all and every }} }} }} }} }} }} }}

Page 2 [Front]:

Such Child and Children of the said Matthew Rugeley on the body of the said Susan, his intended wife, to be begotten equally, to be }} divided between such children if more than one share and share alike; and if but one such child, the whole to such one child,

⁴⁶ In accordance with a legal document.

⁴⁷ From that time, place, or point onward.

⁴⁸ Benefit or advantage.

such share and shares to become vested and transmissible interests in such child and children, respectively, as and when he, she, or they should attain their respective ages of twenty one years, and to be paid, transferred, and assigned to such child and children respectively at the said ages or times if such ages and times should happen after the decease of the said Susan Paine, but the share or shares of such younger child or children as should attain that age in the lifetime of the said Susan Paine to be paid to him, her, or them immediately after the decease of the said Susan Paine, or as soon after as the same could conveniently be raised by such sale or sales as aforesaid; and in the said Indenture of release and settlement now in recital is contained a }} proviso that in case any of the said children should happen to depart this life before his, her, or their portion or portions should become vested or }} payable respectively as aforesaid, then the portion thereby provided for every such child so dying should from time to time go and accrue and belong unto the Survivors or Survivor and others or other of the said children and should be equally divided between or amongst them, if more than one, and become vested and payable to him, her, or them at such days and times and in such manner as in or are therein before directed, provided, and }} declared concerning his, her, or their original portion or portions respectively. And whereas the said Matthew Rugeley departed this life in the }} month of April, One thousand eight hundred and five, leaving the said Susan, his wife (formerly Susan Paine) him surviving. And whereas the said Susan Rugeley departed this life on or about the first day of November, One thousand eight hundred and twenty four, having had five children by her said late husband, who attained their respective ages of twenty one years in her lifetime, (namely) William Paine Rugeley her Eldest Son; the said Henry Rugeley (party }} hereto); the said Ann Manning; the said Susan, the wife of the said William Faux; and Elizabeth, the late wife of the said Thomas Underwood; and also one other child called Roroland Rugeley who died in her lifetime under the age of twenty one years. And whereas the }} said Elizabeth, the late wife of the said Thomas Underwood, departed this life in or about the month of May, One thousand eight hundred and eight, leaving her said husband her surviving. And whereas the said William Paine Rugeley departed this life in or about the }} month of July, One thousand eight hundred and twenty three, intestate,⁴⁹ and Letters of Administration of his goods and and chattels⁵⁰ have been }} since granted by the Prerogative Court of Canterbury⁵¹ to the said Henry

⁴⁹ Not having made a will before one dies.

⁵⁰ Personal possessions.

⁵¹ A church court under the authority of the Archbishop of Canterbury, which was responsible for the proving of wills and trials concerning goods bequeathed through a will.

Rugeley (partly hereto), whereby he is become his legal personal }
 Representative. And whereas the said John Margetts departed this life in the
 month of July, One thousand seven hundred and ninety five, and
 was buried at Saint Ives aforesaid on the nineteenth day of the same month
 leaving the said John Livett, his Co-trustee, him surviving, }
 who also departed this life in the month of May, One thousand eight hundred
 and four, and was buried at Heston⁵² in the county of Middlesex
 on the twenty second day of the same month, Intestate, leaving the said Frances,
 the wife of Joshua Hoare, party hereto, and Mary Ann Livett
 Spinster, his two daughters and Coheireses at Law him surviving, to whom
 Letters of Administration of his goods, chattels, and credits were
 granted by the Prerogative Court of Canterbury on the first day of June, One
 thousand eight hundred and four. And whereas the said
 Mary Ann Livett departed this life on or about the sixth day of November, One
 thousand eight hundred and twenty one, Intestate, leaving
 the said Frances Hoare, her only sister and heiress at Laro,⁵³ whereby the legal
 estate and interest of and in the said messuage or tenement, }
 closes, pieces or parcels of land or ground, hereditaments, and premises
 comprised in the said recited Indenture of Release and Settlement became
 vested in the said Joshua Hoare and Frances, his wife (in her right), upon the
 trusts aforesaid. And whereas an Act of Parliament passed
 in the fifty third year of the reign of his late Majesty King George the third,⁵⁴
 entitled "An Act for enclosing Lands in the Parish of Little }
 "Gransden in the County of Cambridge," whereby It is (amongst other things)
 enacted that William Custance⁵⁵ of Cambridge in the County of }
 Cambridge, Gentleman, and John Burcham⁵⁶ of Coningsby in the County of
 Lincoln, Gentleman, and their Successors to be appointed in manner
 thereafter mentioned should be and they were thereby appointed
 Commissioners for dividing, allotting, and inclosing the said lands and }
 grounds and for carrying the several purposes of the now reciting act and a
 certain other act therein recited into Execution in manner therein
 mentioned; and it was thereby further enacted that the said Commissioners
 should and they were thereby authorized and required to set out,
 allot, and award unto the Rector of Little Gransden⁵⁷ aforesaid for the time being
 in lieu of and in full compensation and satisfaction for all

⁵² A parish and village in Middlesex, England.

⁵³ From the Latin "larus:" free, available to move.

⁵⁴ King of Great Britain (1760–1820).

⁵⁵ A builder, land agent, surveyor, and enclosure commissioner, in the county of Cambridge.

⁵⁶ Commissioner by virtue of "An Act of Enclosing Lands in the Parish of Little Gransden in the County of Cambridge."

⁵⁷ A member of the clergy in charge of the parish of Little Gransden.

manner of great and small tythes,⁵⁸ moduses,⁵⁹ payments, or compositions in lieu thereof respectively and all other Ecclesiastical⁶⁰ dues and payments }{ whatsoever (except Easter Offerings, mortuaries, and surplice⁶¹ fees) annually arising, renewing, or increasing out of and from the open and common fields, }{ common pastures, and other commonable lands and grounds thereby intended to be divided and inclosed, as also out of and from all and every other the messuages, orchards, gardens, homesteads, home closes, woods, and other ancient inclosures within the parish and liberties of Little Gransden aforesaid, such }{ plot or plots of land or ground parcel of the said open and common fields and other communable lands and ground by the now reciting act intended to be }{ divided and enclosed as should be equal in value to one fifth part of all ~~min~~ lands and grounds in the parish of Little Gransden aforesaid, which were then or at any time within the space of three years not before the passing of the now reciting act had been used as arable or tillage lands or grounds, to

Page 3 [Front]:

One tenth part of the woodlands and to one eighth part of all the residue of the lands and grounds lying within the said Parish of Little }{ }{ Gransden, which were subject and liable to the payment of Tythes in kind, and which should remain after the public and private roads and the Allotments for public pits should have been set out and deducted, and also equal in value to such moduses, compositions, or other payments in lieu of tythes }{ and all other Ecclesiastical Dues and payments whatsoever; and it was by the now reciting act further Enacted that the said Commissioners should then set out, allot, and award unto the several proprietors and owners thereof and persons having right of Common⁶² or other interest therein all the then residue and remainder of the lands and grounds thereby directed to be divided and allotted in such quantities shares and proportions as they, the said Commissioners, should abjudge and decree to be a just compensation and satisfaction for and to be equal in their several and respective lands and grounds, right of common, rights of sheepwalk,⁶³ another their rights and interest therein. And it is by the said act now in recited also provided and further enacted that if any a person had sold or should at any time before the execution of the award of the

⁵⁸ English legal, administrative, or territorial unit for the subdivision of parishes.

⁵⁹ A customary method of tithing.

⁶⁰ Relating to the Christian Church or its clergy.

⁶¹ Loose white robe worn by clergymen.

⁶² Rights held by commoners in respect of registered common land.

⁶³ A tract of land on which sheep are pastured.

said Commissioners sell his or her right, interest, or property in, over, and upon the lands and grounds to be divided and allotted by virtue of the said act or any acts thereof or any allotment or allotments to be }} made in lieu thereof to any other person, every such sale should be and the same was thereby declared to be valid and legal to all intents and purposes whatsoever, and then and in every such case it should be lawful for the said Commissioners, and they were thereby authorized and required to make an allotment to such vendee or purchaser or to his or her heirs and assigns for and in respect of such right and property so sold. And whereas in pursuance of the said recited act and in part execution of the powers and authorities thereby vested in the said Commissioners, they some time since set out and allotted unto and for the said Susan Rugeley, in lieu of and as a }} compensation for her freehold, open field lands, and rights of common and sheepwalk, and also for and in lieu of a piece of old Inclosure given up by her for the purpose of widening the Gamlingay road (being respectively part of the hereditaments }} comprised in the herein before in part recited indenture of Settlement), the two several Allotments or pieces or parcels of }} land or ground hereinafter particularly mentioned and described and intended to be hereby granted and released, but the award of the said Commissioners hath not yet been made or executed. And whereas in or as of Trinity Term⁶⁴ now last past a Fine Sur }} Connzance de droit come ceo etc⁶⁵ with proclamations and other requisites for completing and perfecting the same according to the usual course of fines for assurance of lands was only acknowledged and levied by the said Joshua Hoare and Frances, his wife, of the messuage or tenement, outbuildings, closes, pieces or parcels of land or ground, allotments and other hereditaments hereinafter described and }} intended to be hereby granted and released by the description of "One messuage, three barns, two stables, one curtilage,⁶⁶ one garden, }} One Orchard, eighty acres of land, and twenty acres of pasture with the appurtenances in Little Gransden," and in which fine the said William Day the younger (party hereto) was Demandant,⁶⁷ and the said Joshua

⁶⁴ The fourth and final term of the legal year, running from May to July, during which the upper courts of England and Wales, and Ireland, sit to hear cases.

⁶⁵ A fine of land upon the acknowledgment of the right (of the cognizee) as that which he has by the gift (of his cognizor), wherein the cognizor acknowledges his gift of the land to the plaintiff, the cognizee.

⁶⁶ The land surrounding a house or dwelling, including any closely associated buildings and structures, but excluding any associated open fields beyond.

⁶⁷ A plaintiff in a legal case.

Hoare and Frances, his wife, were Deforciant⁶⁸ but no other uses have yet been declared of the said Fine. And whereas the said Joshua Hoare and Frances, his wife, in execution of the trusts of the said }} recited Indenture of Settlement, and with the privity, consent, and approbation of the said Henry Rugeley, Ann Manning, William Faux and Susan his wife, and Thomas Underwood did on the thirtieth day of August last cause the said messuage or tenement and }} outbuildings, closes, pieces or parcels of land or ground, allotments, and other hereditaments and premises hereinafter particularly mentioned and described and intended to be hereby granted and released or otherwise, assured with their appurtenances being part of the hereditaments so comprised in or by means of the said Inclosure, become subject to the said Indenture of Settlement as aforesaid, to be put up to sale by public auction by Mr. Pierson at the auction mart in the City of London in one lot according to certain printed particulars and conditions }} produced at the time of such sale, and at which sale or auction the said Charles Tyler was declared to be the highest bidder for }} and purchaser of the same messuage or tenement and outbuildings, closes, pieces or parcels of land or ground, allotments, and }} other hereditaments and premises and the fee simple and inheritance thereof free from all incumbrances whatsoever at or for the price or sum of One thousand three hundred and fifty pounds. Now this Indenture witnesseth that for the purpose of effectuating and carrying into execution the said sale and for and in consideration of the premises and of the sum of One thousand three hundred and fifty pounds of lawful money of Great Britain to the said Joshua Hoare and Frances, his wife, with the privity and consent of the said Henry Rugeley, Ann Manning, William Faux and Susan his wife, and Thomas Underwood, testified by their being parties to and sealing and delivering these presents in hand well and truly paid by the said Charles Tyler at or immediately before the sealing and delivery of these presents, the receipt of which said sum of One thousand three hundred and fifty pounds being in full for the absolute purchase of the messuage or tenement and outbuildings, closes, pieces or parcels of land or ground, allotments, and other hereditaments and premises hereinafter mentioned and intended to be hereby granted and released or otherwise assured, they, the said Joshua Hoare and Frances his wife, and also the said Henry Rugeley, Ann Manning, William Faux and Susan his wife, and Thomas }} Underwood, do hereby respectively admit and acknowledge, and of and from the same and every part thereof do and each and every of them doth

⁶⁸ A person who wrongfully withholds something from someone by force.

acquit, release, and discharge the said Charles Tyler, his heirs, executors, administrators, and assigns and every of them for ever by these presents, }}

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And also for and in consideration of the sum of ten shillings, a price of like lawful money to each of them, the said Henry Rugeley, Ann }} Manning, William Faux and Susan his wife, and Thomas Underwood, in hand also well and truly paid by the said Charles Tyler at or before the sealing and delivery of these presents, the several receipts whereof are hereby respectively acknowledged. They, the said Joshua Hoare and Francis his }} wife, in pursuance and part, performance, and execution of the Trusts reposed in or devolved upon them by, under, or by virtue of the herein before recited }} Indenture of Release and Settlement, and with the privity, consent, and approbation of the said Henry Rugeley, Ann Manning, William Faux and Susan his }} wife, and Thomas Underwood (testified as aforesaid), Have and each of them Hath bargained, sold, released, and conveyed and by these presents Do and }} each of them Doth bargain, sell, release, and convey. And the said Henry Rugeley, Ann Manning, William Faux and Susan his wife, and Thomas Underwood Have and each and even of them Hath granted, bargained, sold, aliened, released, ratified, and confirmed, and by these presents Do and each and every of them Doth grant, bargain, sell, alien, release, ratify, and confirm unto the said Charles Tyler in his actual possession now being by virtue of a Bargain and sale to him thereof made by the said Joshua Hoare and Frances his wife, Henry Rugeley, Ann Manning, William Faux and Susan his wife, and Thomas Underwood, in consideration of five shillings a piece, by Indenture bearing date the day next before the day of the date of these presents, for the term of one whole year concerning from the day next before the day of the date of the same Indenture of Bargain and Sale and by force of the }} Statute made for transferring used into possession and to his heirs and assigns All that messuage, farmhouse, or tenement with the Barns, Stables, }} and other outbuildings, yard, and appurtenances thereunto belonging, situate, lying, and being in Little Gransden in the County of Cambridge, late and now in the tenure or occupation of Thomas Free,⁶⁹ his undertenants, or assigns. And also all those several Closes, pieces or parcels of old inclosed land or ground adjoining or lying near to the said messuage, farm house, or tenement with the orchard thereto belonging, called or known by the several named, and containing the respective quantities following (that is to say) The

⁶⁹ Unknown person.

Home Close and Orchard containing five acres, three roods,⁷⁰ and three perches,⁷¹ or thereabouts; Orgins pasture containing two acres and eighteen perches or thereabouts; another close parcel of Land called Orgins Pasture containing two acres and eight perches or thereabouts; a third Close or parcel of land also called Orgins Pasture containing one acre, one rood, and } twenty nine perches or thereabouts; and the Sill Close containing one acre, ~~an~~ two roods, and twenty four perches or thereabouts; And also all } that allotment piece or parcel of land or ground containing by admeasurement⁷² thirty one acres, one rood, and thirty perches (be the same more or less) } situate, lying, and being in Stocking Field⁷³ in Little Gransden aforesaid, bounded on part of the North by an allotment to Henry Ware Esquire,⁷⁴ on part of the East and remaining part of the north by allotments to Surplus Fuller,⁷⁵ on further part of the East by the above mentioned Close of old Inclosure called Sill Close, on the remaining part of the East by the Gamlingay Road, and on the South and west by an allotment to the Reverend Thomas } Briggs;⁷⁶ and also all that other allotment piece or parcel of land or ground containing by admeasurement thirty nine acres, three roods, and twenty } five perches (be the same more or less) situate, lying, and being in Stocking Field aforesaid, bounded on the north and north East by an allotment to } Thomas Quinton, Esquire,⁷⁷ on part of the south East by the parish of Hatley Street George,⁷⁸ on the remaining part of the South East and on the south west by the parish of Gamlingay, and on the west by the Gamlingay Road, which said two last mentioned allotments pieces or } } parcels of land were under the authority of the said recited act of parliament set out and allotted unto and for the said Susan Rugeley in lieu of and as a Compensation for the said freehold, open field, lands, and rights of Common and Sheepwalk comprised in the said Indenture of } Settlement and also for and in lieu of a piece of old Inclosure given ~~g~~ up for the purpose of widening the Gamlingay Road, and also all and singular other, the lands, tenements, and hereditaments whatsoever (if any) of them, the

⁷⁰ A measure of land area equal to a quarter of an acre.

⁷¹ A measure of land; a rood (quarter of an acre) contains 40 perches.

⁷² Determination and apportionment of shares.

⁷³ Civil parish West of Little Gransden.

⁷⁴ Presumably a Major in the Royal Horse Guards Blue.

⁷⁵ Presumably Robert Fuller, whose land bordered that of Susanna Rugeley, which was farmed by his brother, James Fuller.

⁷⁶ Rector of Little Gransden parish (1809–1829).

⁷⁷ Owner of the Manor of Little Gransden.

⁷⁸ Civil parish southwest of Southern Cambridgeshire between the villages of Gamlingay and Croydon.

said Joshua Hoare and Frances his wife, Henry Rugeley, }
 Ann Manning, William Faux and Susan his wife, and Thomas Underwood, or
 any of them situate, lying, or being in the parish of Little }
 Gransden aforesaid. Together with all houses, outhouses, edifices, buildings,
 barns, stables, cottages, yards, gardens, orchard, backsides, tofts,⁷⁹
 lands, meadows, pastures, commons, commons of pasture, common of
 Turbary,⁸⁰ Mines, Minerals, Quarries, furles,⁸¹ trees, woods, underwoods }
 coppiced⁸² and the ground and soil thereof, mounds, fences, hedges, ditches,
 ways, waters, watercourses,⁸³ liberties, privileges, easements, profits, }
 advantages, emoluments,⁸⁴ rights, members, and appurtenances whatsoever to
 the said messuage or tenement, closes, pieces or parcels of land or }
 ground, allotments, and other hereditaments and premises belonging or in
 anywise appertaining or with the same or any of them respectively now or
 at any time heretofore demised, leased, held, occupied, or enjoyed, or accepted,
 reputed, deemed taken, or known as part, parcel, or member thereof or
 appurtenant
 thereto and the reversion and reversions, remainder, and remainders yearly and
 other rents, issues, and profits of all and singular the said messuage
 or tenement, closes, pieces or parcels of land or ground, allotments, and other
 hereditaments and premises hereby granted and released or intended
 so to be. And all the estate, right, title, interest, inheritance, use, trust, possession,
 property, claim, and demand whatsoever, both at Law and in }
 Equity of them, the said Joshua Hoare and Frances his wife, Henry Rugeley, Ann
 Manning, William Faux and Susan his wife, and Thomas }
 Underwood, and of each and every or any of them respectively of in, to, or out of
 the same hereditaments and } } }
 premises and every or any part or parcel thereof respectively } } } } } }
 } } } } }

Page 5 [Front]:

To have and to hold the said messuage, farm house or tenement, closes, pieces or
 parcels of land or ground,
 allotments, and all and singular other, the hereditaments and premises hereby
 granted
 and released or otherwise assured or expressed and intended so to be with their
 and every of their appurtenances, unto the said Charles Tyler, his heirs,

⁷⁹ A site for a dwelling and its outbuildings.

⁸⁰ The ground where peat or turf may be dug, particularly for fuel.

⁸¹ Meaning unclear; presumably something that is rolled up, wrapped up, or perhaps secured.

⁸² A traditional method of woodland management.

⁸³ A brook, stream, or artificially constructed water channel.

⁸⁴ A salary, fee, or profit from employment or office.

and assigns To the uses and to and for the ends, intents, and purposes and with, under, and subject to the powers, provisoes, agreements, and declarations hereinafter limited, expressed, and declared of and concerning the same. And it is hereby declared and agreed by and between all and every, the said parties to these

presents, to be their true intent and meaning that, as well the grant release and confirmation hereinbefore contained and so hereby made as aforesaid, as also the said fine which hath been so acknowledged and levied by the said Joshua Hoare and Frances, his wife, to the said William Day the younger, of the said messuage or tenement, closes, pieces or parcels of land or ground, allotments, and other hereditaments and premises as aforesaid and all and every other fine and fines, conveyances, and assurances in the Law whatsoever heretofore had made, acknowledged, levied, suffered, or executed or at }{ any time or times hereafter to be had made, acknowledged, levied, suffered, or executed of the said messuage or tenement, closes, pieces or }{ parcels of land or ground, allotments, and other hereditaments and premises or any of them or any part thereof by or between the said }{ parties to these presents, or any of them or whereinto they or any of them are, is, can, shall, or may be parties or party, privies, or privy, }{ shall respectively operate and enure and be adjudged, deemed construed, and taken to operate and enure, and the said William Day the younger and his heirs and all other person or persons who is or are or shall or may be seized of the same premises or any part thereof shall henceforth stand and be seized of the aforesaid messuage or tenement, closes, pieces or parcels of land or ground allotments, and other hereditaments and premises with the appurtenances to such uses upon such trusts and to and for such ends, intents, and purposes and with, under, and subject to such powers, provisoes, conditions, agreements, and declarations as the said Charles Tyler shall by any deed or deeds, writing, or writings, with or without }{ power of revocation and new appointment to be, by him sealed and delivered in the presence of and attested by two or more reliable witnesses from time to time direct, limit, or appoint, and for default of and until such direction, limitation, or appointment and so far as every or any such direction, }{ limitation, or appointment if incomplete shall not extend: To the use of the said Charles Tyler and his assigns during his life without impeachment of waste and after the determination of that estate by forfeiture or otherwise in his life time; To the use of the said Charles Cookney and his heirs during the natural life of the said Charles Tyler; In trust for him, the said Charles Tyler and his assigns, and to prevent any wife of the said Charles Tyler from being entitled to dower⁸⁵ out of or in the premises or any part thereof; And

⁸⁵ The share of a deceased husband's real estate to which his widow was entitled after his death.

after the determination of the Estate so limited in use to the said Charles Cookney and his heirs during the life of the said Charles Tyler as aforesaid; To the only proper use and behoof of the said Charles Tyler, his heirs, and assigns for ever and to and for no other use, end, intent, or purpose whatsoever. And the said Joshua Hoare for himself, his heirs, executors, and administrators, and for the said Frances, his wife, both hereby covenant and declare with and to the said Charles Tyler, his heirs, appointees, and assigns that they, the said Joshua Hoare and Frances, his wife, have not nor hath either of them at any time heretofore made, done, committed, or executed or knowingly or willingly permitted or suffered to be made or done or been party or privy to any act, deed, matter, or thing whatsoever whereby or by reason or means whereof the said messuage or tenement, closes, pieces or parcels of land or ground, allotments, and other hereditaments and premises hereinbefore mentioned and intended to be hereby granted and released or otherwise assured or any of them or any part or parts thereof respectively are, is, can, shall, or may be impeached, charged, affected, or incumbered in title estate or otherwise howsoever. And the said Henry Rugeley, Ann Manning, William Faux, and Thomas Underwood do jointly for themselves, }{ their heirs, executors, and administrators, and each of them, both separately for himself and herself and for his and her respective heirs, executors, and administrators, and the said William Faux both also for the said Susan, his wife, and her heirs, executors, and administrators covenant, promise, grant, and agree with and to the said Charles Tyler, his heirs, appointees, and assigns by these presents in manner following (that is to say) That for and notwithstanding any act, deed, matter, or thing whatsoever had, made, done, committed, or suffered to the }{ }{ contrary by them, the said Henry Rugeley, Ann Manning, William Faux and Susan his wife, and Thomas Underwood, or by the before named Susan Rugeley, deceased, or any of her ancestors or by any person or persons whomsoever lawfully or equitably claiming by, from, through, under, or in trust for them, her or any of them, they, the said Joshua Hoare and Frances his wife, and the said Henry Rugeley, Ann Manning, William Faux and Susan his Wife, and Thomas Underwood, or some of them now are or is at the time of the sealing and delivery of these presents lawfully, rightfully, and absolutely seized of and in or well and sufficiently entitled to the said messuage or tenement, closes, pieces or parcels of land or ground, allotments, and other hereditaments and premises hereby granted and released or otherwise assured or intended so to be, and every of them with the appurtenances of and for a good, sure, perfect, absolute, and indefeasible Estate of Inheritance in

fee simple in possession without any manner of }
 condition, use, trust, power of revocation, equity of redemption, remainder, or
 limitation of any use or uses or other restraint, cause,
 matter, or thing } } } } } } } } } } } } whatsoever to alter, charge,
 defeat, incumber, revoke, or make void the same,

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And that for and notwithstanding any such act, deed, matter, or thing as
 aforesaid they, the said Joshua Hoare and Frances
 his wife, Henry Rugeley, Ann Manning, William Faux and Susan his Wife, and
 Thomas Underwood, or some of them,
 now have in themselves respectively good right, full power, and lawful and
 absolute authority by these presents and the fine so }
 acknowledged and levied as aforesaid to grant, release, convey, and assure the
 same messuage or tenement, closes, pieces or parcels of land or
 ground, allotments, and other hereditament and premise with either
 appurtenances To the uses hereinbefore limited, expressed, and declared
 of and concerning the same in manner aforesaid and according to the true intent
 and meaning of these presents. And also that the said
 messuage or tenement, closes, pieces or parcels of land or ground, allotments,
 and other hereditaments and premises hereinbefore granted }
 and released or expressed and intended so to be with their appurtenances shall
 and may from time to time and at all times hereafter go
 and remain to the uses and for the ends, intents, and purposes hereinbefore
 limited, expressed, and declared of or concerning the same and
 shall and may be peacefully and quietly held, used, occupied, possessed, and
 enjoyed and the said issues and profits thereof and of every }
 past thereof had, received, and taken by the said Charles Tyler, his heir,
 appointees, and assigns, knowingly, without the lawful let, suit, trouble, }
 denial, eviction, interruption, hindrance, disturbance, claim, or demand
 whatsoever of or by them, the said Joshua Hoare and Frances his wife, }
 Henry Rugeley, Ann Manning, William Faux and Susan his Wife, and Thomas
 Underwood, or any of them or any other person or persons lawfully
 or equitably claiming or to claim by, from, through, under, or in trust for them or
 any of them or by, from, through, or under the said Susan
 Rugeley, deceased, or any of her ancestors and that free and clear And freely
 clearly and absolutely acquitted, exonerated, and discharged
 or otherwise by the said Henry Rugeley, Ann Manning, William Faux and Susan
 his Wife, and Thomas Underwood, their heirs, executors,
 or administrators, or some or one of them saved, defended, kept harmless, and
 indemnified of, from, and against all and all manner of former and }
 other gifts, grants, bargains, sales, leases, mortgages, dowers, right, and title of
 dower uses, trusts, entails, wills, statutes, recognizances, judgements, executions,

rents, arrears of rents, annuities, legacies, sums of money, yearly payments, debts, forfeitures, reentries, cause and causes of forfeiture and reentry, debts of record, debts due to the Kings Majesty, and of, from, and against all other estates titled, troubled, charged debts, and incumberances whatsoever had, made, done, executed, occasioned, or suffered by the said Joshua Hoare and Frances his Wife, or by them, the said Henry Rugeley, Ann Manning, William Faux and Susan his Wife, and Thomas Underwood, or any or either of them, or by the said Susan Rugeley, deceased, or any of her Ancestors or by any person or persons whomsoever lawfully or equitably claiming or to claim by, from, through, }} under, or in trust for them, her, or any of them. And further that they, the said Henry Rugeley, Ann Manning, William Faux and Susan his Wife, and Thomas Underwood, and their heirs and all and every other person or persons having or claiming or who shall or may have or claim any estate, right, title, or interest whatsoever either at Law or in Equity of, in, to, from, or out of the said messuage or tenement, closes, pieces or parcels of land or ground, allotment, and other, the hereditaments and premises hereinbefore granted and released or }} otherwise assured or expressed and intended so to be or any of them or any part thereof by, from, through, under, or in trust for them, the said Henry Rugeley, Ann Manning, William Faux and Susan his Wife, and Thomas Underwood, or any of them, or the said Susan Rugeley, deceased, or her Ancestors shall and will from time to time and at all times hereafter upon every reasonable request and at the costs and charges of the said Charles Tyler, his heirs, appointees, or assigns make, do, acknowledge, levy, suffer, and execute or cause and procure to be made, done, acknowledged, levied, suffered, and executed all and every such further and other lawful and reasonable acts, deeds, fines, conveyances, and assurances in the Law whatsoever for the further, better, more perfectly, and absolutely granting, releasing, conveying, assuring, and confirming of the same messuage or tenement, closes, }} pieces or parcels of land or ground, allotments, and other hereditaments, premises with the appurtenances To the uses hereinbefore limited, expressed, and declared of or concerning the same or otherwise as by the said Charles Tyler, his heirs, appointees, or assigns, or his or their counsel in the Law, shall be reasonably devised or advised and required. And Later that they, the said Henry Rugeley, Ann Manning, William Faux and Susan his Wife, and Thomas }} Underwood, their heirs, executors, administrators, or assigns, or some or one of them, shall and will from time to time and at all times hereafter upon every reasonable request and at the costs and charges of the said Charles Tyler, his heirs, appointees, or assigns produce and show forth or cause

and procure to be produced and shown forth the hereinbefore recited Indentures of Lease, Release, and Settlement of the twenty sixth and twenty seventh days of July, One thousand seven hundred and seventy six, or either of them unto him, the said Charles Tyler, his heirs, appointees, or assigns, or his or their Counsel, Solicitor, Attorney, or Agent, or in any of His Majestys Courts of Law or Equity, or at any commission for the Examination of Witnesses or otherwise as occasion may require, for the better evidencing, maintaining, defending, and proving the title of the said Charles Tyler, his heirs, appointees, and assigns, to the said messuage or tenement, closes, pieces or parcels of land or ground, allotments, and other hereditaments and premises hereby granted and released or otherwise assured. In Witness whereof the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Joshua Hoare
Frances Hoare

Henry Rugeley
Ann Manning

WM Faux
Susan Faux

Thomas Underwood
William Day Jun[io]⁸⁶

Page 1 [Back; written in two columns; various hands; pencil note, modern hand: "3-72 gift F. P. Walkup⁸⁷ / 3 0500 00814 6246 / paper seal with flourished initials]:

Received the day and year first within written of and from the within named Charles Tyler the sum of One thousand three hundred and fifty pounds, being the Consideration Money within mentioned to be paid by him to us . . .
£1350

Signed, Sealed, and Delivered by the within named
Witness Joshua Hoare
Joshua Hoare and Frances, his Wife, Henry Rugeley,
Ann Manning William Faux and Susan, his wife,
Thomas Underwood, and William Day the
Younger (being first duly stamp) in the presence
of _____
Nevile Day [...] ⁸⁸

Witness
Nevile Day
Joshua Hoare
Frances Hoare

⁸⁶ Eight red wax seals accompany these signatures. For the first seven names, the seals follow after the first name of first-name initials; for the last name, the seal follows after the last name.

⁸⁷ Dr. Fairfax Proudfit Walkup, a professor in CSUF' Theatre Department, who donated the document in March 1972.

⁸⁸ Illegible word in the flourish underneath Day's last name.

Dated 17th January 1826

Convenance of a Freehold,
Messuage, Farm, and Lands in the
Parish of Little Gransden in the
County of Cambridge. _ .
Mr. and Mrs. Hoare and
Mr. H. Rugeley & others
_ to _
Charles Tyler, Esquire

ABOUT THE EDITOR: Robert Fleming of Cypress, California, earned an A.A. in History (2019) at Cypress College and a B.A. in History (2021) at California State University, Fullerton (CSUF), where he is a member of the Theta-Pi Chapter of Phi Alpha Theta (History Honor Society). He is currently pursuing an M.A. in history at CSUF.

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