

M^r. Tho^s. Higgins & others
to
The King's Most
Excellent Majesty

Adjoining
Bargain and Sale of several pieces or parcels of

This Indenture made the Fourteenth day of June
in the third year of the Reign of Our Sovereign Lord William the
Fourth by the Grace of God of the United Kingdom of Great Britain
and Ireland King Defender of the Faith and in the year of our
Lord One thousand eight hundred and thirty three Between
Thomas Higgins of Burford in the County of Oxford Watch maker
of the first part Inm Higgins of Highworth in the County of
Wilts Supervisor of Excise of the second part the said Inm -
Higgins and Mary Higgins of Highworth aforesaid Spinster of the
third part James White of Coleford in the County of Gloucester
auctioneer of the fourth part The Right Honorable John
William Ponsordy commonly called Viscount Duncannon -
William Dacres Adams Esq^r and Sir Benjamin Charles
Stephenson a Major General in His Majesty's Army and Knight
Commander of the Royal Hanoverian Guelphic Order the
Commissioners of His Majesty's Woods Forests Land Revenues Works
and Buildings of the fifth part and The King's Most -
Excellent Majesty of the sixth part Whereas John Higgins
of Arlington in the parish of Bibury in the County of Gloucester
Gentleman by his last Will and Testament bearing date on
or about the fifteenth day of December One thousand eight -
hundred and twenty duly executed and attested gave and
devised unto his Wife Mary Higgins (inter alia) All that his
Mesuage or Tenement Farm Lands and premises with the
appurtenances situate in the parish of Staunton in the said
County of Gloucester then in the occupation of Richard Bennett -
as Tenant thereof to the said Testator To hold the same unto
the said Mary Higgins and her assigns during her natural
Life

Life, she or they paying out of the Rents and profits thereof during such Term unto the Testator's Daughter Mary Higgins the yearly Sum of Twenty Pounds by equal half yearly payments - the first to be made at the end of six Calendar Months after his decease and after the decease of his Wife the said Testator devised the said premises situate at Staunton unto his Son Thomas Higgins his Heirs and assigns for ever discharged of the said annuity of Twenty Pounds charged thereon as aforesaid subject nevertheless and charged to and with the payments of Two hundred Pounds unto the Testator's said Daughter Mary Higgins and Two hundred Pounds to the Testator's Son John Higgins within twelve Calendar Months after the said Thomas Higgins should come into possession of the said premises at Staunton and the said Testator appointed the said Thomas Higgins and John Higgins his Executors And whereas the said John Higgins departed this life on or about the eighth day of February One thousand eight hundred and twenty seven without having revoked or altered his said Will which was proved in the prerogative Court of Canterbury on or about the thirteenth June One thousand eight hundred and twenty seven by both the Executors And whereas the said Mary Higgins the wife of the said Testator departed this life during the life of the said Testator namely on or about the twenty second day of September One thousand eight hundred and twenty six whereupon the Fee Simple and Inheritance of and in the said Hereditaments and premises became vested in the said Thomas Higgins freed and discharged from the said annuity of Twenty pounds but subject to and charged with the payment of the said two Legacies of Two hundred pounds and Two hundred pounds to the said John Higgins and Mary Higgins And whereas

by

by Indentures of Lease and Release bearing date on or about the
 third and fourth days of May One thousand eight hundred and
 thirty and made or expressed to be made between the said -
 Thomas Higgins of the one part and the said John Higgins of -
 the other part It is witnessed that in consideration of Nine -
 hundred and fifty pounds to the said Thomas Higgins paid by -
 the said John Higgins He the said Thomas Higgins did grant
 bargain sell alien release convey and confirm unto the said -
 John Higgins his Heirs and Assigns (inter alia all and singular
 the Hereditaments hereinafter particularly mentioned and -
 described and hereby bargained sold and conveyed or intended
 so to be and devised by the hereinbefore recited Will of the said -
 John Higgins as aforesaid To hold the same unto and to the -
 use of the said John Higgins his Heirs and Assigns for ever
 subject to the said two several Legacies of Two hundred pounds -
 charged upon the said premises by the said hereinbefore recited
 Will of the said John Higgins deceased And also subject to a
 proviso for Redemption and making void the said Security on
 payment by the said Thomas Higgins his Heirs Executors Administrators
 or Assigns to the said John Higgins his Executors Administrators
 or Assigns of the said Sum of nine hundred and fifty Pounds
 with Interest for the same at the rate of five per cent per
 Annum on the fourth day of December then next And -
 whereas the said Sum of Nine hundred and fifty Pounds -
 was not paid at the time mentioned in the said proviso whereby
 the Estate and Interest of the said John Higgins of and in the
 said Mortgaged Hereditaments and premises became absolute
 at Law And whereas the several pieces or parcels of Land
 and Hereditaments hereinafter particularly mentioned & described
 or referred to and intended to be hereby bargained and sold (being
 part of the Hereditaments and premises devised by the said -
 recited

recited Will of the said John Higgins being from their situation and other circumstances desirable to be purchased for and on behalf of His Majesty his Heirs and Successors the said John William Viscount Duncannon William Dacres Adams and Sir Benjamin Charles Stephenson have for and on behalf of His Majesty with the consent and approbation of the Lords Commissioners of His Majesty's Treasury (testified in Writing by their Warrant bearing date the twenty sixth day of June One thousand eight hundred and thirty two) contracted and agreed with the said Thomas Higgins for the absolute purchase of the said several pieces or parcels of Land and Hereditaments free from all incumbrances at or for the price or sum of Nine hundred and thirty pounds. And whereas the Timber Timberlike Trees and pollards standing and growing on the said several pieces or parcels of Land and Hereditaments have been valued at the price or sum of One hundred and fifty eight pounds ten shillings and ten pence which sum of One hundred and fifty eight Pounds ten shillings and ten pence they the said Thomas Higgins and Inm Higgins do hereby admit and acknowledge to be the value of the said timber timberlike Trees and pollards testified by their respectively sealing and delivering these presents. And whereas the said Sums of Nine Hundred and thirty Pounds and One hundred and fifty eight pounds ten shillings and ten pence make together the Sum of One thousand and eighty eight pounds ten shillings and ten pence. And whereas the said principal Sum of Nine hundred and fifty Pounds alone remains due to the said Inm Higgins upon or by virtue of the said recited Mortgage all interest thereupon having been paid to him by the said Thomas Higgins up to the day of the date of these presents as the said Inm Higgins doth hereby acknowledge and it hath been agreed that the said sum of Nine hundred and fifty pounds shall

be

be paid to Inna Higgins out of the purchase money aforesaid) in
 discharge of his said Mortgage who hath signed on the receipt
 thereof at the request of the said Thomas Higgins to release and
 discharge the said pieces or parcels of land Hereditaments -
 and premises hereinafter bargained and sold or intended so to be
 in manner hereinafter mentioned And whereas the said Inna
 Higgins and Mary Higgins have agreed to join in these presents for
 the purpose of releasing and discharging the Hereditaments and
 premises hereinafter bargained and sold or intended so to be from
 all claims and demands in respect of their said Legacies of
 Two hundred Pounds and Two hundred Pounds so bequeathed by the
 said recited Will of the said John Higgins as aforesaid Now
 this Indenture Witnesseth that in pursuance and performance
 of the said recited Contract and agreements and for and in
 consideration of the Sum of Nine hundred and fifty pounds to
 the said Inna Higgins (at the request and by the direction of the
 said Thomas Higgins testified by his executing these presents) -
 well and truly paid by the said John William Viscount Duncannon
 William Dacres Adams and Sir Benjamin Charles Stephenson on
 behalf of His Majesty in full payment and satisfaction of his
 said Mortgage (the receipt and payment whereof by the said Inna
 Higgins doth hereby admit and acknowledge and thereof and
 therefrom and of and from the same and every part thereof
 doth acquit release exonerate and discharge the said John
 William Viscount Duncannon William Dacres Adams and Sir
 Benjamin Charles Stephenson their Heirs Executors and admors
 and also the Kings Majesty his Heirs and Successors and also
 the said Thomas Higgins his Heirs Executors and Administrators
 and every of them for ever (by these presents) and also in
 consideration

consideration of the Sum of One hundred and thirty eight pounds ten
 Shillings and ten pence to the said Thomas Higgins well and truly paid
 by the said John William Viscount Duncannon William Dacres —
 Adams and Sir Benjamin Charles Stephenson on behalf of His Majesty
 the receipt whereof and also the payment of the said Sum of nine
 hundred and fifty pounds as aforesaid making the aggregate Sum
 of One thousand and eighty eight pounds ten Shillings and ten pence
 the said Thomas Higgins doth hereby admit and acknowledge and
 declare the same to be in full for the absolute purchase of the said
 Hereditaments and premises and of and from the same aggregate
 Sum and every part thereof doth acquit release exonerate and
 discharge the said John William Viscount Duncannon William
 Dacres Adams and Sir Benjamin Charles Stephenson their heirs
 Executors and Administrators and also the Kings Majesty his
 Heirs and Successors and every of them for ever and also in
 consideration of the Sum of ten Shillings to each of them the said
 Inm Higgins and Mary Higgins also paid by the said John
 William Viscount Duncannon William Dacres Adams and Sir Benjamin
 Charles Stephenson (the receipt of which are hereby also respectively
 acknowledged) &c the said Inm Higgins at the request and by the
 direction and appointment as well of the said Thomas Higgins as
 of the said John William Viscount Duncannon William Dacres Adams
 and Sir Benjamin Charles Stephenson testified by their being parties
 to the sealing and delivering these presents) Hath bargained sold
 aliened and released and by these presents Doth bargain
 sell alien and release And the said Inm Higgins and Mary
 Higgins (at the like request and by the like direction and
 appointment as well of the said Thomas Higgins as of the
 said John William Viscount Duncannon William Dacres
 Adams and Sir Benjamin Charles Stephenson testified as aforesaid)

for

for the purpose of releasing the pieces or parcels of land hereinafter bargained and sold or intended so to be of and from all claim and demand for or in respect of their said Legacies of Two hundred Pounds and Two hundred pounds and each of them so bequeathed to them by the said recited Will of the said John Higgins as aforesaid Have and each of them Hath bargained sold aliened released and quitted claim and by these presents Do and each and every of them Doth bargain sell alien release and quit claim and the said Thomas Higgins (at the like nomination and appointment of the said John William Viscount Duncannon William Dacres Adams and Sir Benjamin Charles Stephenson testified as aforesaid) Hath granted bargained sold aliened released ratified and comprized And by these presents Doth grant bargain sell alien release ratify and confirm unto the King's Majesty his Heirs and Successors All those several pieces or parcels of Arable Meadow and Woodland situate lying and being in the parish of Staunton in the County of Gloucester called or known by the several names and descriptions and comprizing the several quantities by admeasurement hereinafter mentioned (that is to say All that piece or parcel of Arable Land called The Hoods containing seven Acres and sixteen perches And also all that piece of Woodland adjoining thereto and also called The Hoods containing nine Acres and thirty eight perches Together with the Lime Hill standing and being thereon or on some part thereof And also all that other piece or parcel of Arable Land called Upper Field containing four Acres and twenty one perches And also all that other piece or parcel of Arable Land called Barn piece containing ten Acres and twenty five perches And also all that piece or parcel of Meadow or Pasture Land called the pleck containing three Acres two roods and

In page 13476
Highmeadow Est
Allon ✓
The Hoods ✓

The Hoods
(Woodland) ✓

Upper field ✓

Barn piece ✓

Pleck ✓

Old Hill ✓

Blakewell field

Barn Cattle Shed + fold ✓

two perches And also all that piece or parcel of Woodland called the old Hill containing three Acres two Woods and twenty perches And also all that other piece or parcel of arable Land called Blakewell field containing four Acres be the same several dimensions little more or less - And also all that Barn Cattle Shed and Fold lying and being in or adjoining to and included in the admeasurement of the aforesaid Close called Barn Piece and adjoining the road leading from Stamton to Colyford All which said several pieces or parcels of land hereditaments and premises hereby granted bargained and sold or intended so to be are now or late were formerly in the tenure or occupation of Richard Bennett but lately of Richard Morgan Together with all and singular houses Outhouses Edifices buildings barns stables yards Gardens Orchards ways paths passages hedges ditches mounds fences trees woods underwoods and the ground and soil thereof mines Minerals quarries Commons Common of pasture Common of Turbarry waters watercourses liberties easements profits privileges commodities advantages enrolments hereditaments and appurtenances whatsoever to the said pieces or parcels of land hereditaments and premises hereby granted bargained and sold or mentioned or intended so to be or any part thereof belonging or in anywise appertaining or accepted reputed deemed taken or known as part parcel or member thereof And the reversion and reversions remainder and remainders yearly and other rents Issues and profits thereof and all the Estate right title interest inheritance use trust property possession claim and demand whatsoever both at law and in Equity of them the said Thomas Higgins John Higgins and Mary Higgins and each and every of them of in to from or out of the said hereditaments and premises and every part and parcel thereof And also all Deeds Muments and writings which relate solely to the title of the said several pieces or parcels of land hereditaments and premises hereby granted bargained and sold or intended so to be

or

or any or either of them or any part thereof and which are now in
 the custody or power of them the said Thomas Higgins and Jmm
 Higgins or either of them or which they or either of them can or may
 procure without Suit at law or in equity To have and to hold
 the said several pieces or parcels of Land and all and singular
 other the Hereditaments and premises hereby granted bargained
 and sold or mentioned or intended so to be and every part and
 parcel thereof with the appurtenances unto the King's Majesty
 his Heirs and Successors To the only proper use and behoof of
 the King's Majesty his heirs and Successors for ever freed and
 absolutely discharged of and from the said Mortgage Security -
 so made to the said Jmm Higgins by the said Thomas Higgins
 as hereinbefore recited and all principal Monies and Interest
 secured thereby or due and to grow due thereon respectively and
 all Claims and demands whatsoever on account thereof and
 also freed and discharged of and from the said Legacies or sums
 of Two hundred pounds and two hundred pounds which were so
 given and bequeathed by the said Will of the said John Higgins
 deceased as aforesaid and of and from all other Claims and
 demands under or by virtue of the said recited Will And
 the said Jmm Higgins for himself his Heirs Executors Admors
 and assigns doth hereby covenant promise and agree to and
 with the King's Majesty his Heirs and Successors by these presents
 in manner following (that is to say) that he the said Jmm
 Higgins hath not at any time or times heretofore made done
 committed 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 the said
 several pieces or parcels of Land Hereditaments and premises
 hereby bargained and sold or intended so to be or any part thereof
 are

are is can shall or may be in anywise charged impeached affected or
 incumbered in title Estate or otherwise howsoever And the said Thomas
 Higgins doth hereby for himself his Heirs Executors Administrators and
 assigns covenant promise and agree to and with the King's Majesty
 His Heirs and Successors by these presents in manner following (that
 is to say) that he the said Thomas Higgins or his Heirs shall and
 will at his or their own costs and charges in or as of Trinity Term
 last Michaelmas Term next or some subsequent Term acknowledge and
 pay in due form of Law before His Majesty's Justices of the Court of
 Common Pleas at Westminster one or more fine or fines *Seu*
Conuizance de droit come ceo Vc. whereupon proclamations shall be
 had and made according to the form of the Statute in that case made
 and provided and the usual course of fines for the assurances of lands
 and Hereditaments in like cases used and accustomed unto the said
 James White and his Heirs of the said pieces or parcels of land
 hereditaments and premises hereby bargained sold or otherwise assured
 or intended so to be with their rights Members and appurtenances by
 such names and descriptions as shall be sufficient to comprise and
 ascertain the same And it is hereby agreed and declared
 between and by the parties to these presents and the said James
 White doth hereby admit and acknowledge that the Bargain and sale
 Grant and Confirmation hereinbefore contained and hereby made as
 aforesaid and the said fine or fines so to be acknowledged and levied
 as aforesaid and all and every other fine and fines Conuizances and
 assurances of the same pieces or parcels of land Hereditaments and
 premises or any part thereof either alone or together with other
 hereditaments shall operate and enure and shall be adjudged
 deemed construed and taken and is and are intended to operate and
 enure as to and concerning the said several pieces or parcels of land
 hereditaments and premises hereinbefore bargained and sold or
 expressed or intended so to be and every part and parcel thereof
 with

with the appurtenances To the use of the King's Majesty His Heirs
 and Successors for ever and to for or upon no other use trust interest
 or purpose whatsoever And the said Thomas Higgins doth
 hereby for himself his heirs executors administrators and assigns
 covenant promise and agree to and with the King's Majesty His
 Heirs and Successors in manner following that is to say that for
 and notwithstanding any act deed matter or thing whatsoever
 made done committed or executed or knowingly or willingly suffered
 to the contrary they the said Thomas Higgins and John Higgins
 some or one of them now at the time of the sealing and delivery
 of these presents are or is lawfully and rightfully seized of and
 in the said pieces or parcels of land hereditaments and premises
 hereby granted bargained and sold or mentioned and intended so
 to be with the appurtenances of and for a good sure perfect absolute
 and indefeasible Estate of inheritance in fee simple without any
 condition limitation of use or uses or other restraint cause matter
 or thing whatsoever to alter abridge determine or defeat the same
 And that they the said Thomas ^{John} Higgins and Mary Higgins some
 or one of them now have in themselves himself or herself good
 right full power and lawful and absolute authority by these
 presents to grant bargain and sell or otherwise of give the said
 pieces or parcels of land hereditaments and all and singular other
 the premises herebefore granted bargained and sold or mentioned
 or intended to be with their and every of their appurtenances
 unto and to the use of the King's Majesty his Heirs and Successors
 in manner aforesaid and according to the true intent and
 meaning of these presents And further that it shall and
 may be lawful to and for the King's Majesty his Heirs and
 Successors from time to time and at all times hereafter peaceably
 and quietly to have hold use occupy possess and enjoy the

said

pieces or parcels of ground hereditaments and premises hereinbefore granted bargained and sold or mentioned and intended so to be and to have receive and take the rents issues and profits thereof and of every part thereof respectively without the let suit trouble denial interruption execution or molestation whatsoever of from or by the said Thomas Higgins John Higgins and Mary Higgins any or either of them their or either of their heirs or any person or persons whomsoever having or lawfully claiming or who shall or may have or lawfully claim any Estate right title trust or interest of in to or out of the same premises or any part thereof and that free and clear and freely ~~and~~ clearly and absolutely acquitted exonerated released and forever discharged or otherwise by the said Thomas Higgins his Heirs Executors and Administrators well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of former and other gifts ^{bargains sales} grants leases mortgages jointures dowers right and title of dower uses trusts Wills Intails Rents and arrears of rent Legacies Statutes Judgments Recognizances Exents Executions Estates titles troubles charges and incumbrances whatsoever made done committed occasioned or suffered by the said Thomas Higgins or his Heirs or any Person or persons whomsoever And further that he the said Thomas Higgins and his Heirs and all and every other person or persons whomsoever having or lawfully or equitably claiming or who shall or may hereafter lawfully or equitably claim any Estate right title or Interest of in to or out of the said pieces or parcels of Land and hereditaments hereinbefore granted bargained and sold or intended so to be or any part thereof shall and will from time to time and at all times hereafter upon every reasonable request and at the proper costs and charges of the King's Majesty His Heirs or Successors make do acknowledge levy suffer and execute or cause and procure to be made done acknowledged

Leved

learned suffered and executed all and every such further and other lawful and reasonable acts Deeds Conveyances and assurances in the law whatsoever for the further better more perfectly and absolutely conveying and assuring the said pieces or parcels of land Hereditaments and premises hereinbefore granted bargained and sold or mentioned or intended so to be unto the King's Majesty his heirs and successors as by the King's Majesty his heirs and successors or by the King's Majesty his heirs and successors or by the Commissioners for the time being of His Majesty's Woods Forests and Land Revenues 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 this day and year first above written.

Thomas J Higgins
Jm Higgins

James J White
Mary J Higgins

Signed Sealed and delivered by the within named Thomas Higgins and Jm Higgins in the presence of

Henry H. Fryer
att. at law Colford

Th. Hoskins Fryer - his Clerk

Signed Sealed and delivered by the within named Mary Higgins in the presence of

Wm. Candy of Highworth Wells Solr.

Signed Sealed and delivered by the within named James White in the presence of

Th. Hoskins Fryer
Clerk to Mr. Fryer Solr. Colford

Received

Received on the day and year first within written of and from the within named John William Viscount Duncannon William Dacres Adams and Sir Benjamin Charles Stephenson the Sum of } £950.
nine hundred and fifty Pounds being the consideration money within }
expressed to be paid by them to me

Witness
Henry H. Fryer
R. Hoskins Fryer.

John Higgins

Received on the day and year first within written of and from the within named John William Viscount Duncannon William Dacres Adams and Sir Benjamin Charles Stephenson the Sum of One hundred and thirty eight Pounds ten shillings and ten pence being the consideration money within expressed to be paid by them to me } £138-10-10

Witness
Henry H. Fryer
R. Hoskins Fryer

Thomas Higgins

Enrolled in the office of Land Revenue Records and Involvements the 29th day of July 1833.

J. R. Fearnside

Dec 27. 6. 0
4 Skins

M^r. Samuel Wilkinson & another
 to
 The King's Most Excellent Majesty

Delamere

Bargain and Sale of a Mesuage
 of Delamere in the County of

This Indenture made the twenty eighth -
 day of April in the year of Our Lord One thousand eight hundred -
 and thirty one Between Samuel Wilkinson of Wilkinsons
 Lodge on the Forest of Delamere in the County of Chester Yeoman of
 the first part John Wilkinson of Newton by Frodsham in the
 said County of Chester Gentleman of the second part The
 Right Honorable John William Ponsonby commonly called
 Viscount Duncannon and William Dacres Adams and
 Henry Dawkins Esquires the Commissioners of His Majesty's
 Woods Forests and Land Revenues and also Commissioners
 appointed for carrying into execution the purposes of an Act of
 Parliament made and passed in the Tenth Year of the Reign
 of His late Majesty King George the Fourth intituled "An Act
 to consolidate and amend the laws relating to the Management and
 Improvement of His Majesty's Woods Forests Parks and Chases of
 the Land Revenue of the Crown within the Survey of the Exchequer
 in England and of the Land Revenue of the Crown in Ireland -
 and for extending certain provisions relating to the same to the Isles
 of Man and Alderney" of the third part and The King's Most
 Excellent Majesty of the fourth part Whereas John Wilkinson
 of the Forest of Delamere in the County of Chester Yeoman being at
 the time of making his Will hereinafter mentioned and thenceforth
 to the time of his death seized of or otherwise was entitled in fee
 simple in possession to the Mesuage or Tenement closes pieces
 or parcels of Land and Hereditaments therein and hereinafter -
 mentioned and described whid by his last Will and Testament -
 bearing date on or about the seventh day of December One thousand
 eight hundred and five executed and attested in such manner
 as the Law requires for rendering valid devises of freehold Estates

give

called Wilkinson's Lodge, and several parcels of Land situate in the Forest of
Chester.

give and devise unto his Eldest Son Arthur Wilkinson All those his several Closes or parcels of Land situate lying and being upon the said Forest of Delamere formerly called or known by the name of Janiors Intack which he became possessed of or entitled unto at the death of his then late Father Arthur Wilkinson deceased and then called or known by the several names of the Necker Brow Mofsy Meadow Middle Meadow and Higher Brow or by whatsoever other name or names the same might be called distinguished or known containing seven Chesire acres of Land or thereabouts To hold the same premises unto his said Son Arthur Wilkinson and his Issue Male lawfully begotten for ever and in default of such Issue the said Testator gave and devised the same unto his Son John Wilkinson his Heirs and assigns for ever And the said Testator gave and devised unto his Wife Margaret the Messuage or Dwellinghouse wherein he then lived with the Outbuildings and the several Closes or parcels of Land then in his holding situate lying and being upon the said Forest of Delamere and called or known by the several names of the Three Gardens, Barn Croft, Kings Hay, Long Meadow, Marble Croft, New Hay and Alder Meadow or by whatsoever other name or names the same might be called or known containing by common Estimation six Acres of Land of Chesire Measure or thereabouts All which said last mentioned lands had been taken in and enclosed by him from the said Forest since he came into possession of the lands so devised to his said Son Arthur as aforesaid To hold the same unto his said Wife and her assigns for and during the term of her Natural Life if she should so long continue his Widow and from her death or second Marriage which should first happen the said Testator gave and devised the same unto his Son the said Samuel Wilkinson his Heirs and assigns for ever Subject Nevertheless and the said Testator charged the same with the Sum of One hundred pounds to be paid to his Daughter Jane within twelve Months after his said

Son

Son Samuel should come into possession and which said Sum-
 hath been long since paid off and discharged And whereas -
 the said Testator John Wilkinson departed this life in or about the
 year One thousand eight hundred and eight without having
 revoked or altered his said Will which was shortly afterwards duly
 proved in the Consistory Court of Chester And whereas the said
 Margaret the wife of the said John Wilkinson departed this life -
 in or about the month of April One thousand eight hundred and
 twenty nine And whereas under and by virtue of certain -
 Indentures of Lease and Release bearing date respectively on or
 about the twelfth and thirteenth days of April One thousand eight
 hundred and nine the Release tripartite and made or expressed to -
 be made between the said Arthur Wilkinson and Margaret his wife
 of the first part David Francis Jones therein described of the second
 part and Roland Jones therein also described of the third part -
 and of a Common Recovery suffered in pursuance thereof at the
 Great Session or Assizes held at Chester in the month of April -
 One thousand eight hundred and nine Wherein the said Roland
 Jones was demandant the said David Francis Jones tenant and
 the said Arthur Wilkinson and Margaret his wife Vouchers All
 those five Fields Closes or parcels of land with the appurtenances -
 so devised to him the said Arthur Wilkinson by the hereinbefore -
 recited Will of his father the said John Wilkinson as aforesaid -
 were conveyed limited and assured unto the said David Francis -
 Jones and his heirs To the only proper Use and behoof of the
 said Arthur Wilkinson and David Francis Jones and the heirs -
 and assigns of the said Arthur Wilkinson for ever Nevertheless as
 to the Estate and Interest of the said David Francis Jones In
 Trust for the said Arthur Wilkinson his heirs and assigns And

whereas

Whereas by certain other Indentures of Lease and Release bearing date respectively on or about the twenty ninth and thirtieth days of December One thousand eight hundred and nine the Release made or expressed to be made between the said Arthur Wilkinson of the first part the said David Francis Jones of the second part and the said Samuel Wilkinson of the third part It is Witnessed that in consideration of the sum of seven hundred and fifty pounds to the said Arthur Wilkinson paid by the said Samuel Wilkinson and for other the considerations therein mentioned the said Arthur Wilkinson did grant bargain sell alien release and confirm And the said David Francis Jones (by the direction of the said Arthur Wilkinson) did bargain sell alien and release unto the said Samuel Wilkinson and his heirs the said several fields closes or parcels of land herein last before described and comprized in and conveyed by the last before recited Indentures of Lease and Release with the appurtenances To hold the same unto and to the use of the said Samuel Wilkinson his heirs and assigns for ever And whereas by an act of Parliament made and passed in the fifty second year of the Reign of His late Majesty King George the Third intituled "An Act for enclosing the Forest of Delamere in the County of Chester" It was amongst other things Enacted that Robert Horvey of Dunstall in the Parish of Abbots Bromley in the County of Stafford and Joseph Jenner of Blackhurst in the County of Chester Gentlemen should be appointed Commissioners for dividing allotting and enclosing the said Forest and for carrying into execution the several purposes of the now reciting Act in such manner as was thereafter mentioned, and it was by the now reciting Act further Enacted that all Lands and Hereditaments which should be allotted by virtue of the now reciting Act, should be held by the same tenures under the same Rents Services and Customs as the lands and hereditaments in respect whereof such allotment should be made were respectively held before

the

the passing of the said Act or would have been held in case the same
 had not passed And whereas the said Robert Harvey and Joseph
 Fenner in pursuance of the said recited Act made and published
 their Award in Writing under their Hands and Seals bearing
 date the seventeenth day of December One thousand eight hundred
 and nineteen whereby in consideration of Fifty two pounds to them
 paid by the said Samuel Wilkinson the said Robert Harvey
 and Joseph Fenner did allot and award unto the said Samuel
 Wilkinson All that piece or parcel of Land lying and being in the
 said Forest of Delamere marked in the Map or Plan annexed
 to the said Award with the figures 75, and containing by Estimation
 two Acres one Rood and twenty five perches of Land of Statute Measure
 And the said Robert Harvey and Joseph Fenner did also allot and
 award unto the said Samuel Wilkinson and his heirs as
 Tenant in fee of Wilkinsons Lodge in the said Forest of Delamere All
 that piece or parcel of Land adjoining Wilkinsons Lodge aforesaid
 marked in the said Map or Plan with the figures 74 and containing
 by estimation two Acres and seven perches of Land of like measure
 bounded on the Easterly and Southerly sides thereof by Wilkinsons
 Lodge aforesaid on the Westerly side thereof by the said Allotment
 No. 75 and on the North side thereof by another Allotment in the
 said Map or Plan marked with the figures 76 And whereas
 by Indentures of Mortgage bearing date on or about the thirteenth
 day of January One thousand eight hundred and eighteen and
 made or expressed to be made between the said Samuel Wilkinson
 of the one part and John Lea (therein described) of the other part
 It is witnessed that in consideration of the Sum of Seven hundred
 pounds to the said Samuel Wilkinson paid by the said John
 Lea the said Samuel Wilkinson did grant bargain sell and

demise

demise unto the said John Lea his Executors Administrators and Assigns
 all those five several Fields then called the nearer Brow the Mofey
 Meadow the Middle Meadow the Higher or Further Brow and the
 Higher Meadow being part and parcel of the lands and hereditaments
 hereinafter particularly mentioned and described and intended to
 be hereby bargained and sold with the appurtenances To hold the
 same unto the said John Lea his Executors Administrators and
 Assigns from thenceforth for the term of one thousand years subject
 to a proviso therein contained for redemption of the said premises
 on payment by the said Samuel Wilkinson his Heirs Executors or
 Administrators unto the said John Lea his Executors Adminors
 or Assigns of the sum of seven hundred pounds and Interest
 on the thirteenth day of July then next And whereas by a
 certain Indenture of Assignment bearing date on or about the
 thirteenth day of March One thousand eight hundred and twenty
 nine and made or expressed to be made between the said John
 Lea of the first part the said Samuel Wilkinson of the second
 part and the said John Wilkinson party hereto of the third
 part It is Witnessed that in consideration of the sum of seven
 hundred pounds to the said John Lea paid by the said John
 Wilkinson party hereto The said John Lea (at the request of the said
 Samuel Wilkinson) did bargain sell assign transfer and set over
 and the said Samuel Wilkinson did grant bargain sell and demise
 ratify and confirm unto the said John Wilkinson party hereto his
 Executors Administrators and Assigns The said several Fields or
 parcels of land comprized in and demised by the said recited
 Indentures of Mortgage of the thirtieth day of January one thousand
 eight hundred and eighteen To hold the same unto the said John
 Wilkinson party hereto his Executors Administrators and Assigns
 from thenceforth for all the then residue of the said Term of

One

One thousand years Subject to a proviso therein contained for
 redemption of the said premises on payment by the said Samuel
 Wilkinson his heirs executors or Administrators unto the said
 John Wilkinson party hereto his Executors Administrators or
 Assigns of the said Sum of Seven hundred pounds and Interest
 at the time and in the manner therein mentioned And
 whereas the said principal Sum of Seven hundred pounds was
 not paid to the said John Wilkinson party hereto upon the
 day or time mentioned in the said recited proviso for the payment
 thereof but the same still remains due and owing to the said
 John Wilkinson party hereto under or by virtue of the hereinbefore
 recited Indenture of Mortgage and Assignment thereof all Interest
 for the same having been paid and discharged up to the day of the
 date of these presents which be the said John Wilkinson party
 hereto doth hereby acknowledge And whereas the said
 Messuage or Tenement Closes pieces or parcels of land hereditaments
 and premises hereinafter particularly mentioned and described are
 intended to be hereby bargained and sold are surrounded by property
 in Delamere Forest aforesaid belonging to His Majesty in right of
 his Crown and being from their Situation and other Circumstances
 desirable to be purchased on behalf of His Majesty the said John
 William Viscount Duncannon William Dukes Adams and Henry
 Dawkins as such Commissioners as aforesaid have with the Consent
 and approbation of the Lords Commissioners of His Majesty's
 Treasury testified by a Warrant under their hands contracted and
 agreed with the said Samuel Wilkinson for the purchase of the said
 Messuage or Tenement Closes pieces or parcels of land hereditaments
 and premises free from incumbrances at or for the price or Sum of
 Two thousand pounds And whereas it hath been agreed
 between the said parties hereto that the Sum of Seven hundred

Pounds

Pounds so due and owing to the said John Wilkinson party hereto shall be paid and discharged out of the Sum of Two thousand Pounds the Purchase Money aforesaid and the said John Wilkinson party hereto hath agreed to join and concur in these presents for the purpose of releasing and discharging the several pieces or parcels of Land and hereditaments hereinafter described and intended to be hereby bargained and sold or such parts thereof as is comprized in his said recited Mortgage Security of and from the same in manner hereinafter mentioned Now this Indenture Witnesseth that in pursuance and performance of the said recited Contract and agreement and for and in consideration of the Sum of Seven hundred Pounds of Lawful Money of Great Britain part of the said Sum of Two thousand Pounds the purchase Money aforesaid (at the request and by and with the consent and approbation of the said Samuel Wilkinson testified by his being a party to and sealing and delivering these presents) in hand well and truly paid by the said John William Viscount Duncannon William Dacres Adams and Henry Dawkins on behalf of the King's Majesty to the said John Wilkinson party hereto at or immediately before the execution of these presents and also in consideration of the Sum of One thousand three hundred Pounds of like Lawful Money residue of the said Sum of Two thousand Pounds the purchase Money aforesaid in hand also well and truly paid by the said John William Viscount Duncannon William Dacres Adams and Henry Dawkins on behalf of the King's Majesty to the said Samuel Wilkinson at or immediately before the sealing and delivery of these presents (the receipt of which said several Sums of Seven hundred Pounds and one thousand three hundred Pounds making together the said Sum of Two thousand Pounds the purchase Money aforesaid) by the said John Wilkinson party hereto and Samuel

Wilkinson

Wilkinson do and each of them doth hereby acknowledge and
 thereof and of and from the same and every part thereof do
 and each of them doth acquit release and discharge the King's
 Majesty his Heirs and Successors and also the said John
 William Viscount Duncannon William Daeres Adams and
 Henry Dawkins their Executors Administrators and assigns
 absolutely and for ever by these presents He the said John
 Wilkinson party hereto for the purpose of Surrendering and
 extinguishing the said Term of One thousand years created by
 the said recited Indenture of Mortgage as aforesaid at the
 request and by the direction of the said Samuel Wilkinson and
 with the privacy consent and approbation of the said John William
 Viscount Duncannon William Daeres Adams and Henry
 Dawkins testified as aforesaid Nath (according to his Estate
 and Interest in the premises and not further or otherwise) —
 bargained sold and assigned and also surrendered and by these
 presents Doth bargain sell assign and also surrender And the
 said Samuel Wilkinson Nath granted bargained sold aliened
 released and confirmed and by these presents Doth grant
 bargain sell alien release and confirm unto the King's Majesty
 his Heirs and Successors All that Messuage or dwelling house
 with the Outbuildings thereto belonging called or known by the name
 of Wilkinson's Lodge And also all those several Closes or parcels
 of Land adjoining thereto and situate lying and being upon the
 said Forest of Belanere and called or known by the several names
 of the Three Gardens, Barn Croft, King's Hay, Long Meadow,
 Marl Croft New Hay and Alder Meadow or by whatsoever other
 name or names the same may be called or known or distinguished
 containing by common estimation six acres of Land of
 Cheshire measure or thereabouts And also all those

f —

several

several closes or parcels of Land situate lying and being upon the said Forest of Delamere formerly called or known by the name of Jauions Tutack and now called or known by the several names of the nearer Brow Mesoy Meadow Middle Meadow and Higher Brow and Higher Meadow or by whatsoever other name or names the same may be called distinguished or known containing seven Chesire acres of Land or thereabouts which said Mesoyage or Tenement closes or parcels of Land were formerly in the possession of the said John Wilkinson afterwards of the said Arthur Wilkinson and now of the said Samuel Wilkinson And also all that allotment piece or parcel of Land lying and being in the said Forest of Delamere marked in the Map or plan annexed to the hereinafore recited Warrant with the figures 75 and containing by Estimation

2. 1. 25 two acres one Rood and twenty five perches of Land of Statute Measure And also all that other allotment piece or parcel of Land adjoining Wilkinson's Lodge aforesaid marked in the said Map or plan by the figures 74 and containing by Estimation two

2. 7 7 acres and seven perches of Land of the like Statute Measure bounded on the Easterly and Southerly sides thereof by Wilkinson's Lodge aforesaid on the Westerly side thereof by the said allotment No 75 and on the North side thereof by another allotment in the said Map or plan marked with the figures 76 which said last mentioned allotments pieces or parcels of Land are now in the occupation of the said Samuel Wilkinson All which said several pieces or parcels of Land and hereditaments hereinafore described and intended to be hereby granted bargained and sold contain together by Statute Measure twenty six acres one Rood and two perches be the same little more or less and are more particularly delineated and described in and by a Map or plan thereof hereto annexed

Together with all and singular houses outhouses Edifices Buildings ways paths passages hedges ditches Mounds fences trees

Trees Woods Underwoods and the Ground and Soil thereof Commons
 Common of Pasture Common of Turbarie Waters Watercourses liberties
 privileges commodities emoluments advantages hereditaments and
 appurtenances whatsoever to the said Mesuage or Tenement Closes
 pieces or parcels of Land Hereditaments and premises herebefore
 granted bargained and sold or intended so to be or any part thereof
 belonging or in anywise appertaining or accepted reputed -
 deemed taken or known as part parcel or member thereof or
 of any part thereof And the Reversion and Reversions Remainder
 and remainders yearly and other Rent's issues and profits thereof
 and of every part thereof And all the Estate Right Title Interest
 Use trust property possibility claim and demand whatsoever both
 at law and in equity of them the said John Wilkinson and
 Samuel Wilkinson and each of them of in to out of or upon the
 said Mesuage or Tenement Closes pieces or parcels of Land -
 Hereditaments and premises every or any part thereof And also
 all deeds Muments and writings now in the custody or power
 of him the said Samuel Wilkinson or the said John Wilkinson
 party hereto or which they or either of them can or may obtain -
 without Suit at Law or in Equity which relate to or concern
 the said Mesuage or Tenement closes pieces or parcels of land
 hereditaments and premises herebefore granted bargained -
 and sold or intended so to be solely or jointly with any other
 hereditaments of inferior value To have and to hold the
 said Mesuage or Tenement closes pieces or parcels of land
 hereditaments and all and singular other the premises herein -
 before granted bargained and sold or intended so to be with the
 appurtenances unto the King's Majesty his Heirs and successors
 To the only proper use and behoof of the King's Majesty his
 Heirs and successors for ever freed and absolutely discharged of
 and

and from the said recited Mortgage Security and all principal Money and Interest thereby secured and to for or upon no other use intent or purpose whatsoever AND the said John Wilkinson party hereto doth hereby for himself his Heirs Executors and administrators covenant and declare unto and to the King's Majesty his Heirs and Successors in manner following that is to say that he the said John Wilkinson party hereto hath not at any time heretofore made done committed or executed or knowingly permitted or suffered or been party or privy to any act deed matter or thing whatsoever whereby or by means whereof the said Mortgage or Tenement closes pieces or parcels of Land hereditaments and premises hereby granted bargained and sold or intended so to be or any part thereof are or can shall or may be impeached charged affected or incumbered in title estate or otherwise howsoever AND the said Samuel Wilkinson for himself his Heirs Executors and administrators doth covenant promise and agree to and with the King's Majesty his Heirs and Successors by these presents in manner following that is to say that for and notwithstanding any act deed matter or thing whatsoever made done committed or executed or willingly or knowingly permitted or suffered by him the said Samuel Wilkinson or by the said John Wilkinson deceased or either of them or by any person or persons whomsoever claiming or to claim by from through under or in trust for them or either of them) they the said Samuel Wilkinson and John Wilkinson party hereto or one of them now hath in themselves or himself good right full power and lawful and absolute authority by these presents to grant bargain sell and convey the said Mortgage or Tenement closes pieces or parcels of Land hereditaments and premises hereby granted bargained and sold or intended so to be and every part and parcel of the same with the Appurtenances unto and to the use of the King's Majesty his

Heirs

sequestration Estates Titles troubles Lewis Charges and Incumbrances
 whatsoever had made done committed occasioned permitted or
 suffered by the said Samuel Wilkinson or by the said John Wilkinson
 deceased or either of them or by any person or persons claiming or to
 claim by from through under or in trust for them or either of them
 or by or through them or either of their Acts Means Default Consent
 privacy or procurement And lastly that he the said Samuel
 Wilkinson and his heirs and all and every other person and persons
 having or claiming or who shall or may hereafter have or claim any
 estate right title trust charge or interest either at law or in equity of in
 to or out of the said Messuage or Tenement closes pieces or parcels of
 land hereditaments and premises hereby granted bargained and sold
 or intended so to be or any of them or any part thereof by from
 through under or in trust for him or through or under the said
 John Wilkinson deceased shall and will from time to time and at
 all times hereafter upon every reasonable request of the Commissioners
 for the time being of His Majesty's Woods Forests and Land Revenues and
 at the Costs and Charges in the Law of the King's Majesty His Heirs
 or Successors 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
 devices Conveyances and other assurances in the Law whatsoever for
 the further better more perfectly and absolutely granting conveying
 and assuring the said Messuage or Tenement closes pieces or parcels
 of land hereditaments and premises hereby granted bargained and
 sold or intended so to be and every part and parcel of the same
 with the appurtenances unto and to the use of the Kings Majesty
 his Heirs and Successors for ever according to the true intent and
 meaning of these presents as by the King's Majesty his Heirs
 or Successors or the Commissioners parties hereto or the Commissioners

of

of His Majesty's Woods Forests and Land Revenues for the time being or
by any of His Majesty's Law Officers for the time being shall be
reasonably desired 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.

Samuel S Wilkinson Duncan Duncannon Wm Dares Adams
John S Wilkinson Henry G Dawkins

Signed Sealed and delivered by the within named Samuel Wilkinson
in the presence of

Henry Potts of Chester
Tho. Welshman
Clerk to Messrs Potts & Johnson. Solrs. Chester

Signed Sealed and delivered by the within named John Wilkinson
in the presence of

Henry Potts
Tho. Welshman

Signed Sealed and delivered by the within named John William Viscount
Duncannon William Dares Adams and Henry Dawkins in the presence of

A. Melne
Office of Woods

Received on the day and year first within written of and from the within named John
William Viscount Duncannon William Dares Adams and Henry Dawkins the sum of } £700
seven hundred Pounds being the consideration money within expressed to be paid by them to me

Witness Henry Potts
Tho. Welshman

John Wilkinson

Received on the day and year first within written of and from the within named
John William Viscount Duncannon William Dares Adams and Henry Dawkins } £1300
the sum of one thousand three hundred Pounds being the consideration money within
expressed to be paid by them to me.

Witness
Henry Potts
Tho. Welshman

Samuel Wilkinson

Enrolled the 28th day of June 1831
Before G. G. Christmas Acting Aud^r

- 1. House
 - 2. Beer
 - 3. Near
 - 4. Near
 - 5. Marl
 - 6. Long
 - 7. High
 - 8. High
 - 9. High
 - 10. High
- Total in

Copy of

56

Reference

Statute Measure

	A	R	P
1. House and Garden	1	14	
2. Beem Croft	1	3	36
3. Near Brow	2	3	20
4. New Hey	3	2	0
5. Marl Pit Croft	4	1	32
6. Long Meadow	1	1	30
7. Higher Meadow	2	2	12
8. Middle Meadow	3	2	1
9. Moss Meadow	2	1	27
10. Higher Meadow	3	0	30
Total in Statute Measure	26	1	42

