

This Indenture

STREETS DOOR
15 Fleet Street
LONDON

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made the first day of May One thousand eight hundred and forty two Between Abraham Clarke of Carisbrooke in the Isle of Wight Merchant and William Squire of Barnham in the said Isle Merchant of the first part William Reddick of Reading in the Isle of Wight Esquire of the second part and Edward Jere Griffiths of Newport in the said Isle Gentleman of the third part Whereas by an Indenture of Release bearing date the nineteenth day of September One thousand eight hundred and forty two and made between Edward Wheeler Mills of the first part Thomas Sullyfox Sir Richard Rumpsey Blyn Baronet Charles Mills George Carr Charles Bassett Tre and Thomas John Blackford and Eliza Sarah Tre and Mary Stoddard Blackford their respective Wives

Byn Thomas Hallifax the younger and the said Edward Wheeler Mills of the second part Charles Bassett Tre and Thomas John Blackford of the third part the said Abraham Clarke and William Squire of the fourth part the Messuage or Tenement Garden and premises hereinafter described and intended to be hereby released with the appurtenances were together with other hereditaments conveyed and conveyed unto and to the use of the said Abraham Clarke and William Squire their heirs and assigns for ever Upon Trust that they the said Abraham Clarke and William Squire and the survivor of them and the heirs executors administrators and assigns respectively of such survivor should with all convenient speed at their or his own discretion either with or without the consent or concurrence of the said Charles Bassett Tre and Thomas John Blackford or either of them or their or either of their heirs executors administrators or assigns or of any other person or persons whatsoever make sale and dispose of the same premises respectively with their respective appurtenances either together or in parcels and either by public Auction or private Contract at any price or prices which they or he should think reasonable and should by and out of the moneys to arise from any such sale or sales as aforesaid in the first place pay claim and satisfy all costs and expenses attending or in anywise relating to such sale or sales or the exercise or execution of any of the trusts or powers in anywise relating thereto and should stand and be possessed of and interested in all the surplus or residue of such moneys and also of and in all the rents profits and annual produce of the said premises until the same respectively should be sold as aforesaid (after paying and satisfying therout all rent taxes and other outgoings whatsoever for or in respect of the said premises respectively including all premiums and other moneys which might become payable for keeping or for the several Policies of Assurance therein mentioned) Upon and for such trusts intents and purposes and with under and subject to such powers provisions agreements and declarations as were or should be declared and contained of and concerning the same in and by an Indenture bearing even date with the now recited Indenture and made it intended to be made between the said Charles Bassett Tre and Thomas John Blackford of the first part the said Thomas Sullyfox and Robert William Cairns of the second part and the said Abraham Clarke and William Squire of the third part And it is by the said Indenture now in recital declared that the receipt or receipts in writing of the said Abraham Clarke and William Squire or the survivor of them or the executors administrators or assigns of such survivor or either the Trustee or Trustees for the time being thereof for any sum of moneys to arise from any such sale or sales which might be made under any of the trusts or powers therein declared and contained or for the rents or profits and annual produce of the said hereditaments respectively or any part or parts thereof or for any other sum or sums of moneys which might be payable to them or him by virtue of the now recited Indenture or in or about the exercise or execution of any of the trusts or powers therein declared should be a sufficient and effectual discharge and sufficient discharges for the same respectively or for so much thereof as in such receipt or receipts respectively should be expressed or acknowledged to be received and that the purchasers or purchasers or other person or persons to whom such receipt or receipts should be given his or their heirs executors administrators or assigns should not afterwards be answerable or accountable for any loss misapplication or nonapplication of such moneys or be in anywise bound to see to the application thereof And whereas the said Abraham Clarke and William Squire in execution of the trust for sale created in them by the said Indenture is mentioned have contracted and agreed with the said William Reddick for the absolute sale to him of the said Messuage or Tenement Garden and premises hereinafter described and intended to be hereby released and the moneys thereof in fee simple in possession free from all encumbrances for the price or sum of One hundred and eighty pounds Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of One hundred and eighty pounds of lawful money of the United Kingdom by the said William Reddick paid to the said Abraham Clarke and William Squire at or before the execution of this receipt whereof they the said Abraham Clarke and William Squire do hereby respectively acknowledge and of and from the same do hereby for ever release and discharge the said William Reddick his heirs executors administrators and assigns They the said Abraham Clarke and William Squire by free and whole and in exercise and execution of the power or authority to them given limited or reserved in and by the said Indenture of the nineteenth day of September One thousand eight hundred and forty two and of all other powers and authorities in anywise enabling them in this behalf And each of them doth by these presents bargain sell and release unto the said William Reddick and his heirs All that the Southmost Messuage or Tenement of her Messuages or Tenements under One Roof with the Garden Plot Mounts belonging and adjoining situate on the West side of the street in the town of Reading in the Isle of Wight containing the several admeasurements and bounded in the manner specified in and by the plan hereof drawn on the back of these presents and which said Messuage or Tenement Garden and premises were formerly in the tenure of Ann Sarrant Widow but now and for many years past in the occupation of the said William Reddick (except and always reserved unto one Mary Harlock her heirs and assigns the free use of the Brickwork part of the said premises hereby released or otherwise agreed always and at all times for the sole purpose of brewing Beer and Ale) together with all outhouses yards gardens pumps cisterns privies drains ways paths passages lights easements profits privileges and appurtenances whatsoever to the said premises belonging or in anywise appertaining (and the reversion and reversions remainder and remainders yearly and other rentcharges and profits hereof and all the estate right title interest property claim and demand whatsoever of them the said Abraham Clarke and William Squire of in to or out of the same premises and every part thereof) To have and to hold the said Messuage or Tenement Garden hereditaments and all and singular other the premises hereby granted and released or intended so to be and every part thereof with their appurtenances unto the said William Reddick and his heirs In such uses open and for such trusts intents and purposes and with under and subject to such powers provisions agreements and declarations as the said William Reddick shall by any deed or deeds Instrument or Instruments in writing with or without power of revocation and new appointment direct limit or appoint (and in default of and until such direction limitation or appointment shall extend to the use of the said William Reddick and his assigns during his life without impeachment of waste and from and after the determination of that estate by any means in his life time To the use of the said Edward Jere Griffiths his executors and administrators during the life of the said William Reddick In trust for him and his assigns (and after the determination of the estate so limited in use to the said Edward Jere Griffiths his executors and administrators as aforesaid To the use of the said William Reddick his heirs and assigns for ever) And each of them the said Abraham Clarke and William Squire so far as relates to his own debt and debts only but not further or otherwise doth hereby for himself his heirs executors and administrators covenant and declare with and to the said William Reddick his appointees heirs and assigns that they the said Abraham Clarke and William Squire respectively have not nor hath either of them at any time or times hereof made done committed or executed or knowingly or willingly permitted or suffered any real debt matter or thing whatsoever whereby or by means whereof the said hereditaments and premises hereby released or any part thereof are or can shall or may be affected or incumbered in title estate or otherwise howsoever And the said Abraham Clarke and William Squire do hereby for themselves their heirs executors and administrators covenant promise and agree with and to the said William Reddick his appointees heirs and assigns that they the said Abraham Clarke and William Squire or one of them their or one of their heirs executors administrators or assigns shall and will at all times hereafter unless prevented by fire or other inevitable accident at the request and expense of the said William Reddick his appointees heirs or assigns produce to him or them or to such person or persons as he or they may direct or at any trial or hearing in any action or suit or otherwise as occasion shall require the hereditaments recited Indenture of the nineteenth day of September One thousand eight hundred and forty two for the manifestation defence and support of the estate title and possession of the said William Reddick his appointees heirs or assigns in or to the said hereditaments and premises hereby conveyed and at the like request and expense shall and will make and deliver true and attested or other Copies or Abstracts of the same Indenture and permit the same to be compared with the original Provided always that if the said Abraham Clarke and William Squire or either of them their or either of their heirs executors administrators or assigns shall deliver over the said Indenture to any purchaser of any part of the hereditaments to which the same relate and shall at the expense of the said William Reddick his appointees heirs or assigns procure from the person to whom the same Indenture shall be so delivered a covenant or covenant for the production thereof to the said William Reddick his appointees heirs and assigns similar to the covenant herebefore contained then the said last mentioned covenant shall cease and be utterly void but not so as to prejudice any right or remedy under the said covenant herebefore contained in respect of any prior breach thereof In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

Abraham Clarke

William Squire

William Reddick

Edward Jere Griffiths