

Dated 11th October 1837.

A.

Messrs Newton and Wittling
(by the direction of Mr S.
D. Newton)

to

The Revd William Carr
and his Trustee

Conveyance of the
Freehold Parts of an Estate
at Parham in Suffolk with
Covenant to Surrender the
Copyhold parts thereof. —

His Indenture

made the tenth day of October One thousand eight hundred and thirty seven between Edmund Newton of the City of Norwich Gentleman and James Wigg Hickling of the second part William Warren of Caista Saint Edmunds in the County of Suffolk Gentleman of the first part Francis Baldry Dawson late of Pakefield and now of Baddingham in the said County of Suffolk Miller and Mary his wife of the third part The Reverend William Cann of Craftfield in the said County of Suffolk Clerk of the fourth part and John Read of Balesworth in the said County of Suffolk Gentleman of the fifth part

Whereas in and by certain Indentures of Lease and Release bearing date respectively the seventh and eighth days of April One thousand eight hundred and thirty one the Release being made or expressed to be made between the said Francis Baldry Dawson of the first part the said William Warren of the second part and the said Edmund Newton and James Wigg Hickling of the third part After writing therein that the said Francis Baldry Dawson was then seized in fee simple in possession of and in the freehold tenements hereinafter described with the appurtenances and was possessed of Copyhold tenements hereinafter described for a good estate of Inheritance to him and his heirs At the will of the Lord It is witnessed that for the considerations therein mentioned All such part and parts and so much as was or was freehold or Charterhold Of and in the Mortgage or Tenant Land tenements and premises hereinafter particularly described and granted and released or intended so to be with their and every of their rights members and appurtenances was granted released and conveyed unto the said Edmund Newton and James Wigg Hickling their heirs and assigns To hold the same with the appurtenances unto and to the use of the said Edmund Newton and James Wigg Hickling their heirs and assigns for ever And for the considerations aforesaid the said Francis Baldry Dawson did thereby also covenant to Surrender All such part and parts and so much as was or was Copyhold Of and in the Mortgage Lands tenements and premises hereinafter described as were holden of the several Manors of Campsey with Wange and Bostelund in Suffolk and Parham or of any other Manor or Manors by copy of Court roll with their appurtenances To the use of the said Edmund Newton and James Wigg Hickling their heirs and assigns or to the use of such person or persons as the said William Warren his heirs and assigns should direct or appoint And it is by the now writing Indenture declared that the said Edmund Newton and James Wigg Hickling their heirs executors administrators and assigns should and did stand seized and possessed thereof Upon trust (amongst others) for conveying unto the said William Warren his executors administrators or assigns the payment of the sum of six hundred pounds on the eighth day of October then next with interest for the same at the rate therein expressed and to make sale as therein expressed of the said freehold and Copyhold tenements in case default should be made in payment thereof Subject nevertheless to a proviso or condition hereinafter contained for redemption of the said tenements and premises on full payment of the said sum of six hundred pounds and all interest and all costs charges damages and expenses relative to the trusts in the now writing Indenture contained but which money was not paid accordingly And whereas the said Francis Baldry Dawson did lately contract and agree with the said William Cann for the absolute sale to him of the said Mortgage piece or pieces of Land tenements and premises hereinafter particularly described and granted and released and conveyed to be surrendered respectively and the fee simple and inheritance thereof free from incumbrances (except the land tax and the duties rent and services payable in respect of the Copyhold parts of the said tenements) at or for the price or sum of seven hundred and forty pounds and which said sum of seven hundred and forty pounds hath been divided and apportioned between the freehold and Copyhold parts of the said tenements and premises in manner following that is to say the sum of four hundred and ninety pounds hath been apportioned as and for the purchase price of the freehold parts thereof the sum of two hundred and ten pounds as and for the purchase price of such parts thereof as are holden by copy of Court roll of the said Manor of Campsey with Wange and Bostelund in the said County of Suffolk and the sum of forty pounds as and for the purchase price of such parts thereof as are holden by copy of Court roll of the said Manor of Parham in the said County of Suffolk And whereas it hath been proposed and agreed and is intended out of the said purchase money or sum of seven hundred and forty pounds to pay to the said William Warren the said principal sum of six hundred pounds in discharge of his said Mortgage and that the said tenements and premises should be conveyed in manner hereinafter mentioned Now this Indenture Witnesseth that in pursuance of the said written contract and for and in consideration of the said sum of four hundred and ninety pounds of lawful money current in Great Britain to the said William Warren in hand well and truly paid by the said William Cann at or before the sealing and delivery of these presents (at the request and by the direction of the said Francis Baldry Dawson testified by his being a party to and executing these presents) the receipt of which said sum of four hundred and ninety pounds and that the same together with the sum of one hundred and ten pounds paid to him as hereinafter mentioned making together the full sum of six hundred pounds are in full satisfaction and discharge of all principal and interest due and owing to him upon or by virtue of the said in part written Indenture of Release to the said William Warren doth hereby release and acknowledge and from the same and every part thereof doth fully and absolutely quit release and discharge the said Francis Baldry Dawson and also the said William Cann and care of them their heirs and care of their heirs executors administrators and assigns and also the said tenements and premises by these presents And for the considerations aforesaid And also in consideration of the sum of five shillings of lawful money to care of them the said Edmund Newton James Wigg Hickling and Francis Baldry Dawson and Mary his wife in hand also paid by the said William Cann at or immediately before the execution hereof the several receipts whereof are hereby also acknowledged They the said Edmund Newton and James Wigg Hickling at the request and by the direction and appointment of the said William Warren and with the approbation of the said Francis Baldry Dawson testified by their severally being parties to and executing these presents Have and care of them Hath bargained sold aliened and released And by these presents do and care of them doth bargain sell alien and release And the said Francis Baldry Dawson and Mary his wife for the considerations aforesaid Have and care of them Hath granted bargained sold aliened released ratified and confirmed And by these presents which are intended to be produced and acknowledged by the said Mary Dawson as prescribed and directed by an Act of Parliament made and passed in the third and fourth years of the reign of the late Majesty William the fourth entitled "An Act for the abolition of Dues and Services"

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for the substitution of more simple modes of assurance. I O and cart of them. I Oth grant bargain sell alien release ratify and confirm And the said William Warren for the considerations aforesaid hath remised released quitted claim exonerated and discharged And by these presents I Oth remise release quit claim exonerate and discharge unto the said William Cam in his actual possession now being by virtue of a bargain and sale to him thereof made by the said Edmund Newton James Wigg Wiffing and Francis Baldry Newton for one year and by force of the Statute made for transferring uses into possession and to his heirs and assigns. I Oth sure part and parts and so much as is or be freehold or leasehold Of and in all that Mesuage or Tenement with the houses or outhouses Edifices Buildings Barns Stables Yards Gardens Orchards and Appurtenances to the same belonging situate lying and being in Parham aforesaid some time since the State of Joseph Tisdale formerly in the occupation of Scipius Pipe or his assigns afterwards of John ^{Late of Samuel Newton} Fenney and now or late in the tenure or occupation of Collings or some other his Undertenant or Assigns And also of and in One Close or parcel of Land called furthia Pigalle containing by admeasurement two roods and twenty four perches And also of and in One other Close or parcel of Land called Mill Mount containing by admeasurement six acres three roods and sixteen perches And also of and in One other Close or parcel of Land called Stone Pigalle containing by admeasurement two roods and eight perches And also of and in One other Close or parcel of Land called Four acre piece containing by admeasurement four acres two roods and sixteen perches And also of and in One other Close or parcel of Land called Little Meadow containing by admeasurement one acre two roods and twenty four perches And also of and in One other Close or parcel of Land called Littlecroft otherwise Skittercroft containing by admeasurement nine acres and one part And also of and in All other the Mesuages Lands Tenements and Hereditaments whatsoever of and in the said Francis Baldry Newton situate lying and being in Parham aforesaid And all ways paths passages waters watercourses easements profits privileges liberties and other fees Redges fens wood underwood and the ground and soil thereof commodities advantages rights members and appurtenances whatsoever to the said Mesuage pieces or parcels of Land Hereditaments and premises belonging or in any wise appertaining And the reversion and reversions remainders and remainders yearly and other rents issues and profits thereof And also all the estate right like use interest down tenures ^{with property} possession equity and benefit of redemption claim and demand whatsoever both at law and in equity of them the said Edmund Newton James Wigg Wiffing and Francis Baldry Newton and ^{William Warren} ~~the~~ his wife and cart and away of them of in to or out of the said freehold Hereditaments and premises and any part or parcel thereof. To have and to hold the said freehold or leasehold part and parts of and in the said Mesuage pieces or parcels of Land Hereditaments and all and singular other the premises herebefore described and granted and released or intended so to be with their heirs and assigns and assigns and assigns unto the said William Cam his heirs and assigns To the uses upon the trusts and to and for the ends intents and purposes hereinafter expressed and declared of and concerning the same that is to say To the use of sure person or persons for sure estate or estates interest or interests upon sure trusts and to and for sure ends intents and purposes as the said William Cam at any time or times hereafter by any deed or deeds to be sealed and delivered by him in the presence of and attested by one or more credible witnesses or witnesses shall direct limit or appoint And in default of sure direction limitation or appointment And in the mean time and from time to time until the same shall take effect and from time to time subject thereto To the use of the said William Cam and his assigns for the term of his natural life And from time to time after the determination of that estate by any means in his life time To the use of the said John Fenney and his heirs during the life of the said William Cam In trust for the said William Cam and his assigns And from and after the determination of that estate Then to the use of the heirs and assigns of the said William Cam for ever and to for and upon no other use trust and intent or purpose whatsoever. And it is hereby expressly declared by the said William Cam that no present or future Mesuage Lands Hereditaments and premises intended to be thereby granted and released and intended to be surrendered respectively or any part thereof. And whereas it appears that the said Francis Baldry Newton now stands admitted tenant to nine acres of land holden by copy of court roll of the said Manor of Campsey with Danga and Northland in the said County of Suffol. and two acres of land holden by copy of Court roll of the said Manor of Parham in the said County of Suffol. the same being part and parcel of the Land Hereditaments and premises conveyed and intended to be surrendered to the said Edmund Newton and James Wigg as is distinguished by the said in part recited Indentures of Lease and Release dated respectively the seventh and eighth days of April One thousand eight hundred and twenty one in manner as in the same deeds respectively mentioned. Now this Indenture further Witnesseth that in further pursuance of the said Contract or agreement And also in consideration of the sum of One hundred and ten pounds of lawful money of Great Britain to the said William Warren in hand and paid by the said William Cam at or before the execution of these presents (at the request and by the direction of the said Francis Baldry Newton testified as aforesaid the receipt of which said sum of One hundred and ten pounds the said William Warren doth hereby admit and acknowledge And also in consideration of the several sums of delivery of these presents The receipt of which said several sums of One hundred pounds and forty pounds and that the same together with the said sum of One hundred and ten pounds is paid by the said William Cam to the said William Warren by the direction of the said Francis Baldry Newton as herebefore is mentioned are in full for the absolute purchase of the copyhold Hereditaments and premises hereinafter intended to be surrendered to the said Francis Baldry Newton doth hereby admit and acknowledge and from the same respectively and any part thereof both fully and absolutely acquit release and discharge the said William Cam his heirs executors administrators and assigns and away of them for ever by these presents. And the said Francis Baldry Newton doth hereby for himself his heirs executors and administrators covenant promise and agree to and with the said William Cam his heirs and assigns and to and with away of them by these presents in manner following (that is to say) that the said Francis Baldry Newton or his heirs together with the said Mary ^{his} his wife shall and will within the space of one Calendar month now next ensuing upon the request and at two proper times in the law of the said William Cam his heirs or assigns well and effectually surrender or cause to be surrendered according to the customs of the said respective Manors of Campsey with Danga and Northland in the

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Partiam all aforesaid all sure part and parts and so much as is or be Copyhold or of Customary tenure of and in the said several pieces or parcels of the
 Land herebefore described the freehold parts whereof are herebefore granted and released or intended so to be / And which are described in the Court Books or a
 Rolls of the said Manor as follows Vizt "One piece of Copyhold Land of the said Manor of Campsey with Waage and Driftland called Westcroft of the
 Tarrant Albans and Sandolfe lying in Parham containing in the whole by estimation nine acres holden by the fee farm of three shillings annual rent and suit of Court" And
 "Two acres of Land lying in Still Mount in Parham in the said County of Suffolk with the Appurtenances" Where last mentioned two acres of Land are holden by copy of Court
 roll of the said Manor of Parham Hall And the reversion and reversions remainder and remainders thereof And also all the estate right title and interest trust property or
 possibility equity and benefit of redemption claim and demand whatsoever both at law and in equity of and in the said Francis Baldry Newton of in to or out of the said Copyhold
 Creditaments and premises and any or any part or parcel thereof To the use of the said William Cann and of his heirs and assigns for ever In order and to the intent that
 he may be admitted tenant thereto respectively To hold to him and his heirs at the Will of the respective Lord or Lords Lady or Ladies of the said Manors respectively according
 to the customs of the said Manors And in the mean time until sure surrenders shall be made and passed to the said Francis Baldry Newton or his heirs shall and will
 stand and be possessed of the said Copyhold Creditaments and premises respectively In trust only for the said William Cann his heirs and assigns **Shro** each of them the
 said Edmund Newton and James Wigg Widdling respectively separate and apart from the one of them both each by for himself respectively and his respective heirs executors
 and administrators and as to and concerning only his own acts deeds and defaults Covenant declare and agree to and with the said William Cann his heirs appointed
 and assigns that they the said Edmund Newton and James Wigg Widdling have not nor shall either of them at any time or times herebefore made done committed or
 knowingly or willingly suffered or been privy to the making or doing of any act deed matter or thing whatsoever whereby or by reason or means whereof the said or any
 Mesuage pieces or parcels of Land Creditaments and premises herebefore granted and released and reverted to be surrendered respectively or intended so to be or any part
 thereof or any estate term or interest therein are or may be impeached charged or in any manner inured or affected **Shro** the said Francis Baldry Newton
 John Lauby for himself his heirs executors and administrators Covenant promise and agree to and with the said William Cann his heirs appointed and assigns and to and with
 any of them in manner and form following (that is to say) That he the said Francis Baldry Newton together with the said Mary his wife and Edmund Newton and
 James Wigg Widdling or some or one of them now have or shall in themselves or himself good right full power and lawful and absolute authority to grant release and convey
 the freehold parts and to surrender the Copyhold parts of the said Mesuage Land Creditaments and premises herebefore described and granted and released and reverted to
 be surrendered or intended so to be and any part and parcel thereof with their and any of their rights members and appurtenances unto the said William Cann his
 heirs and assigns To the uses and in manner aforesaid and according to the true intent and meaning of these presents **And** also that he the said William Cann his
 heirs appointed and assigns shall or lawfully may from time to time and at all times hereafter peaceably and quietly have hold use occupy possess and enjoy the said
 Mesuage Land Creditaments and premises herebefore expressed to be each by granted and released and reverted to be surrendered respectively or intended so to be and
 any part and parcel thereof with the appurtenances and receive and take all the rents issues and profits thereof and of any part thereof without any lawful let suit
 trouble denial molestation interruption or disturbance whatsoever of by or from the said Francis Baldry Newton his heirs or assigns or any of his Executors or
 Predecessors in title or of by or from any other person or persons whatsoever lawfully or equitably claiming or to claim by from under or in trust for him or any
 any of them **And** that free and clear and freely and clearly acquitted exonerated and discharged or otherwise by the said Francis Baldry Newton his heirs
 executors or administrators well and sufficiently saved defended kept harmless and indemnified of from and against all former and other estates rights titles troubles
 charges claims and unrecovered whatsoever had made done committed occasioned or suffered by the said Francis Baldry Newton his heirs or assigns or any
 of his Executors or Predecessors in title or by any other person or persons whatsoever lawfully or equitably claiming or to claim by from through under or in
 trust for him or any of them (save and except the annual Land tax and also the accustomed rents due and payable to the Lord or Lords Lady or Ladies of the said several Manors whereof the said Copyhold parts of the said Creditaments and premises are holden **And** further that he the
 said Francis Baldry Newton and his heirs and all and any other person or persons whatsoever having or claiming or who shall or may at any
 time or times hereafter have or claim any estate right title trust or interest either at law or in equity of in to or out of the said Mesuage Land or any
 Creditaments and premises herebefore expressed to be each by granted and released and reverted to be surrendered respectively or any part thereof by or
 from through under or in trust for him or any of them or any of his Executors or Predecessors in title shall and will from time to time and at all
 times hereafter upon any reasonable request and at the proper costs and charges in the law of the said William Cann his heirs appointed or or
 assigns make do and execute or cause to be made done and executed all such further and other lawful and reasonable acts deeds desires or
 conveyances and assurances in the law whatsoever for the further better and more perfectly and absolutely granting conveying and assuring the said freehold
 and Copyhold Creditaments and premises and any part thereof with the appurtenances unto the said William Cann his heirs and assigns as by him
 or them or his or their Counsel in the law shall be lawfully or 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

The said Francis Baldry Newton Edmund Newton James Wigg Widdling Mary Baldry Newton William Cann his heirs appointed and assigns
 do hereby Covenant promise and agree to and with the said William Cann his heirs appointed and assigns and to and with any of them in manner and form following
 that they the said Francis Baldry Newton Edmund Newton James Wigg Widdling Mary Baldry Newton together with the said Mary his wife and Edmund Newton and
 James Wigg Widdling or some or one of them now have or shall in themselves or himself good right full power and lawful and absolute authority to grant release and convey
 the freehold parts and to surrender the Copyhold parts of the said Mesuage Land Creditaments and premises herebefore described and granted and released and reverted to
 be surrendered or intended so to be and any part and parcel thereof with their and any of their rights members and appurtenances unto the said William Cann his
 heirs and assigns To the uses and in manner aforesaid and according to the true intent and meaning of these presents
 And also that he the said William Cann his heirs appointed and assigns shall or lawfully may from time to time and at all times hereafter peaceably and quietly have hold use occupy possess and enjoy the said
 Mesuage Land Creditaments and premises herebefore expressed to be each by granted and released and reverted to be surrendered respectively or intended so to be and
 any part and parcel thereof with the appurtenances and receive and take all the rents issues and profits thereof and of any part thereof without any lawful let suit
 trouble denial molestation interruption or disturbance whatsoever of by or from the said Francis Baldry Newton his heirs or assigns or any of his Executors or
 Predecessors in title or of by or from any other person or persons whatsoever lawfully or equitably claiming or to claim by from under or in trust for him or any
 any of them
 And that free and clear and freely and clearly acquitted exonerated and discharged or otherwise by the said Francis Baldry Newton his heirs
 executors or administrators well and sufficiently saved defended kept harmless and indemnified of from and against all former and other estates rights titles troubles
 charges claims and unrecovered whatsoever had made done committed occasioned or suffered by the said Francis Baldry Newton his heirs or assigns or any
 of his Executors or Predecessors in title or by any other person or persons whatsoever lawfully or equitably claiming or to claim by from through under or in
 trust for him or any of them (save and except the annual Land tax and also the accustomed rents due and payable to the Lord or Lords Lady or Ladies of the said several Manors whereof the said Copyhold parts of the said Creditaments and premises are holden
 And further that he the said Francis Baldry Newton and his heirs and all and any other person or persons whatsoever having or claiming or who shall or may at any
 time or times hereafter have or claim any estate right title trust or interest either at law or in equity of in to or out of the said Mesuage Land or any
 Creditaments and premises herebefore expressed to be each by granted and released and reverted to be surrendered respectively or any part thereof by or
 from through under or in trust for him or any of them or any of his Executors or Predecessors in title shall and will from time to time and at all
 times hereafter upon any reasonable request and at the proper costs and charges in the law of the said William Cann his heirs appointed or or
 assigns make do and execute or cause to be made done and executed all such further and other lawful and reasonable acts deeds desires or
 conveyances and assurances in the law whatsoever for the further better and more perfectly and absolutely granting conveying and assuring the said freehold
 and Copyhold Creditaments and premises and any part thereof with the appurtenances unto the said William Cann his heirs and assigns as by him
 or them or his or their Counsel in the law shall be lawfully or 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

Edmund Newton
 W. Widdling

W. Baldry
 Mary Newton

William Cann
 John Penn

Received the day and year first within written of
and from the within named William Cam the
several sums of four hundred and ninety pounds
and one hundred and ten pounds being the
consideration monies within expressed to be by him
paid to me

Wm. Warren

Witness

Edmund Newton

£
490
110.

600.

Received the day and year first within written of
and from the within named William Cam the
several sums of one hundred pounds and
forty pounds being the consideration monies
within expressed to be by him paid to me . . .

Witness

Edmund Newton

J. Baldry Newton

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£ 140

Signed sealed and delivered (being first duly stamped) by
the within named Edmund Newton James Wigg Bacheling
Francis Baskin Newton and Mary his wife in the presence

Robt. Wigg. Sol. Bachel

Signed sealed and delivered by the within named
William Warren in the presence of

James Parnall Clerk to Mr. Newton
Norwich Solicitor

Signed sealed and delivered by the within named
William Cann and John Read in the presence of

Jos. Wright