

This Indenture *made the twenty fourth day of November one thousand eight hundred and fifty three* **Between** *John Bailey of the Town of Nottingham Plumber and Glazier of the first part John Hadden of the said Town of Nottingham Hosier and Elizabeth Acton late of Normanton on Soar in the County of Nottingham but now of Leamington in the County of Warwick Spinster of the second part John Gregg of the Town of Nottingham aforesaid Victualler of the third part and John Wadsworth of the same Town Gentleman of the fourth part* **Whereas** *by Indenture bearing date the twenty ninth day of October one thousand eight hundred and forty four and expressed to be made between Howard Duffy of Oldcoates in the County of Nottingham Farmer and Richard Dufty of The Hollows an extra parochial place within the liberties of the Castle of Nottingham in the said County of Nottingham Gentleman of the first part Catherine Fincham the Wife of Henry Fincham of 55 Charing Cross in the Parish of Saint Martin in the Fields in the County of Middlesex Tea Dealer of the second part the said Henry Fincham of the third part Sarah Sykes the Wife of the Reverend Robert Langley Sykes then late of Ripon in the County of York but then of the Town of Nottingham Clerk of the fourth part the said Robert Langley Sykes of the fifth part the said William Smith of the sixth part and John Wadsworth of the said Town of Nottingham Gentleman of the seventh part All and singular the rents issues² and profits³ thenceforth during the several and successive lives of the said Catherine Fincham and Henry Fincham respectively to arise or become payable from or in respect of the Messuages⁴ Tenements⁵ or Dwellinghouses⁶ pieces of land⁷ Buildings⁸*

¹ "Said" is a mistake: he hasn't been previously mentioned and nothing in the document indicates which William Smith is intended.

² "Issues" are the profits (see note 3) arising from land or other tenements (see note 5).

³ In this context "profits" can mean (a) the gross income from land, not (as far as I can tell from my various law dictionaries, none of which are clear on the point) the net income after deduction of expenses or (b) the right to enter someone else's land and to take something that is part of or is produced from the land.

⁴ Messuage: A house and its curtilage. The curtilage is the land (within certain limits) around the house, including its garden, orchard, outbuildings, and courtyards. The limits are not clearly defined; where a farmhouse adjoins many acres of orchards they would not be part of the messuage.

⁵ Tenement: A building or land-holding (whether or not it has a building on it), including rights over someone else's land.

and Hereditaments⁶ therein described or mentioned and thereafter granted and released or expressed and intended so to be⁷ And all powers and remedies for recovering and enforcing the payment thereof were (for the considerations in the now reciting Indenture expressed) appointed assigned and assured unto the said William Smith his heirs appointees and assigns To hold the same unto and to the use of the said William Smith his heirs appointees and assigns for his and their own absolute use and benefit for and during the

⁶ Dwellinghouse: A building, or the part of a building used as a home (so that a house divided into flats comprises several dwellinghouses). The curtilage (see note 4) of the building or part is included.

⁷ The definition of “land” for legal purposes has long included buildings on the land. Sir Edward Coke wrote in 1628: “‘Land’ in the legal signification comprehends any ground, soil, or earth whatsoever, as meadows, pastures, woods, moores, water marshes, furses, and heath.... It legally includes also all castles, houses, and other buildings.” *First Part of the Institutes of the Laws of England* 4a (edited for modern spelling and punctuation).

In 1853 the conveyance of a building did not include the curtilage unless expressly included. The term message, however, would convey both a house and its curtilage without specifying the curtilage.

The position was eased by the Conveyancing and Law of Property Act 1881, which defined “land” for the purposes of the Act as including “land of any tenure, and tenements and hereditaments, corporeal or incorporeal, and houses and other buildings” and provided that:

6(1) A conveyance of land shall be deemed to include and shall by virtue of this Act operate to convey, with the land, all buildings, erections, fixtures, commons, hedges, ditches, fences, ways, waters, watercourses, liberties, privileges, easements, rights, and advantages whatsoever, appertaining or reputed to appertain to the land, or any part thereof, or at the time, of conveyance demised, occupied, or enjoyed with, or reputed or known as part or parcel of or appurtenant to the land or any part thereof.

6(2) A conveyance of land, having houses or other buildings thereon, shall be deemed to include and shall by virtue of this Act operate to convey, with the land, houses, or other buildings, all outhouses, erections, fixtures, cellars, areas, courts, courtyards, cisterns, sewers, gutters, drains, ways, passages, lights, watercourses, liberties, privileges, easements, rights, and advantages whatsoever, appertaining or reputed to appertain to the land, houses, or other buildings conveyed, or any of them, or any part thereof, or at the time of conveyance demised, occupied, or enjoyed with, or reputed or known as part or parcel of or appurtenant to, the land, houses, or other buildings conveyed, or any of them, or any part thereof.

I am grateful to Bryan Garner and his staff at LawProse Inc (especially Tiger Jackson) for their help in preparing this note.

⁸ None of the legal dictionaries I consulted (listed at the end of the text) defines “building” but *Stroud’s* quotes different judges’ definitions in the particular context of the cases they were deciding. The first of 58 paragraphs begins “What is a ‘building’ must always be a question of degree and circumstances”. To give a flavour, according to paragraph 12 it “seems” that a well 140 feet deep was not a building which exceeds 30 feet in height for the purposes of s.7(1) of the Workmen’s Compensation Act 1897.

⁹ Although “hereditament” originally meant “property which could be inherited”, in this context the definition is indistinguishable from that of “tenement”.

¹⁰ The last 7 words could only have been included to protect the parties if the 1844 document was for some reason ineffective. But then this document would be equally ineffective, in purporting to pass on non-existent rights. A second point: how do we know what the 1844 parties intended?

several the several and successive lives of the said Catherine Fincham and Henry Fincham respectively and by the said Indenture now in recital and for the considerations therein expressed All that Messuage Burgage¹¹ or Tenement then divided into and used as two Tenements or Dwellinghouses with the outbuildings stables yards gardens and appurtenances thereto belonging situate standing and being in the Town of Nottingham aforesaid in or near a certain street or place there called Woolpack Lane out of which said Tenements or Dwellinghouses had formerly been in the tenure or occupation of John Silverwood afterwards of William Hurst and since of John Darley his undertenants or assigns And the other of which said tenements or dwellinghouses had formerly been in the tenure or occupation of Thomas Brown Baker but had then for many years been used as a public House¹² and known by the sign of "The Kings Arms" formerly in the occupation of James Henson and afterwards of Patrick Potts his undertenants or assigns And also all that piece or parcel of land or ground with the erections or buildings thereon containing by estimation two hundred and fifty square yards or thereabout more or less adjoining to the said Public House and then and for many years past occupied and enjoyed therewith And which said Messuages Buildings Land Hereditaments and premises¹³ were then or then late in the several or respective tenures or occupations of the said William Smith or Edward Hickling and bounded as therein mentioned (and some portion of the site of which premises forms a portion of the site of the hereditaments hereinafter described and expressed to be hereby granted released and conveyed) Together with the appurtenances¹⁴ were duly conveyed and assured unto the said William Smith his heirs and assigns To hold the same unto the said William Smith and his heirs To the uses therein declared and hereinafter mentioned (that is to say) To such uses upon such trusts and for such intents and purposes and with under and subject to such powers provisoes declarations and agreements as the said William Smith by any deed or deeds with or without power of revocation and new appointment to

¹¹ Burgage: "A tenure whereby burgesses, citizens, or townsmen held their lands or tenements of the king or other lord for a certain yearly rent.... Abolished ... by the Administration of Estates Act 1925, s. 45(1)(a)." (Mozley and Whiteley)

¹² It is not always clear from the original whether some letters, like "p", are intended as capitals or lower case. "Public House" appears many times, usually with what seems to be a lower-case "p" and capital "H".

¹³ Premises: Land or a building.

¹⁴ Appurtenances: Land, structures, or rights which have come, by deed or long usage, to belong to the principal land conveyed "such as hamlets to a manor, common of pasture ... and the like" (Mozley and Whiteley).

be by him duly executed should from time to time direct limit or appoint and for default of appointment To the use of the said William Smith and his assigns for life with the usual limitations for life to bar dower and with the remainder To the use of the said William Smith his heirs and assigns for ever¹⁵ **And whereas** by Indenture bearing date the fourth day of November one thousand eight hundred and forty four and expressed to be made between George Freeth of the Town of Nottingham aforesaid Gentleman of the first part Sarah the wife of the said Richard Dufty of the second part the said Richard Dufty of the third part the said William Smith of the fourth part and the said John Wadsworth of the fifth part all and singular the rents issues and profits thenceforth during the several and successive lives of the said Sarah Dufty and Richard Dufty respectively to arise or become payable from or in respect of the Tenement or Dwellinghouse and Hereditaments thereafter described and granted and released or intended to be And all powers and remedies whatsoever for recovering or enforcing the payment thereof (were for the considerations in the now reciting Indenture expressed) appointed assigned and assured unto the said William Smith his heirs appointees and assigns to hold the same unto and to the use of the said William Smith his heirs appointees and assigns for his and their own absolute use and benefit for and during the several and successive lives of the said Sarah Dufty and Richard Dufty respectively and by the said Indenture now in recital and for the considerations therein expressed all that Tenement or Dwellinghouse with the yard and outbuildings thereto belonging situate standing and being in the Town of Nottingham aforesaid in a certain Lane there called Fairmaiden Lane and at the Top of the yard and South end of the Garden belonging to a certain Messuage Tenement or public House called or known by the name or sign of "The Kings Arms" situate in Woolpack Lane in the said Town of Nottingham (being the public House hereinbefore mentioned and described and which said Tenement or Dwellinghouse and other the hereditaments expressed and intended to be thereby granted and released were formerly in the tenure and occupation of Goodall and then late of Mrs Spearing or her undertenants and the site of which Messuage yard and premises or some portion thereof formed a portion of the site of the hereditaments hereinafter described and expressed

¹⁵ If I understand this correctly, all of the last 7 lines (after "were duly conveyed and assured unto the said William Smith") are redundant — or were in the 29.10.44 deed whose details this recital records. How is a gift to "X to give away as he likes, and if he doesn't give it away, to X for life, remainder to X" different from an outright gift to X?

to be hereby granted released and conveyed) together with the appurtenances were duly conveyed and assured unto the said William Smith his heirs and assigns To hold the same unto the said William Smith and his heirs To the uses therein declared and hereinafter mentioned (that is to say) to such uses upon such trusts and for such intents and purposes and with under and subject to such powers provisoes declarations and agreements as the said William Smith by any deed or deeds with or without power of revocation and now appointed to be by him duly executed should from time to time or at any time or times thereafter direct limit or appoint and for default of appointment To the said William Smith and his assigns for life with the usual limitations for life to bar dower and with the remainder To the use of the said William Smith his heirs and assigns for ever **And whereas** by Indenture bearing date the sixteenth day of November one thousand eight hundred and forty four and expressed to be made between the said William Smith of the first part the said John Wadsworth of the second part and the said John Hadden and Elizabeth Acton of the third part the said William Smith in consideration of the sum of one thousand six hundred pounds sterling therein expressed to have been advanced and paid to him by the said John Hadden and Elizabeth Acton Did grant assign and transfer to the said John Hadden and Elizabeth Acton their heirs and assigns all and singular the said rents issues and profits thenceforth during the several and successive lives of the said Catherine Fincham and Henry Fincham respectively to arise or become payable from or in respect of the Messuages Tenements or Dwellinghouses parcel of land buildings and hereditaments thereinafter first described and thereby appointed granted and released or intended so to be And also all and singular the rents issues and profits thenceforth during the several and successive lives of the said Sarah Dufty and Richard Dufty respectively to arise or become payable from or in respect of the Tenement or Dwellinghouse and hereditaments thereinafter secondly described and thereby appointed granted and released or intended so to be And also all powers and remedies whatsoever for recovering or enforcing payment of the same respectively To hold

The same unto and to the use of the said John Hadden and Elizabeth Acton their heirs and assigns for their own absolute use and benefit for and during the several and successive lives of the said Catherine Fincham and Henry Fincham and the said Sarah Dufty and Richard Dufty subject to the proviso for redemption thereinafter contained and hereinafter mentioned And by the said Indenture now in recital and

for the consideration thereinbefore expressed the said William Smith in pursuance of the powers given and reserved to him by the therein and hereinbefore recited Indentures of the twenty ninth day of October and the fourth day of November one thousand eight hundred and forty four respectively and of all other powers enabling him in that behalf Did absolutely and irrevocably direct limit and appoint that all and singular the Messuages Tenements or Dwellinghouses parcel of land buildings and hereditaments thereafter first and secondly described and thereby granted and released and expressed or intended so to be with their and every of their appurtenances should thenceforth go remain and be and that the said recited Indentures of the twenty ninth day of October and the fourth day of November one thousand eight hundred and forty four respectively should operate and enure to the use of the said John Hadden and Elizabeth Acton their heirs and assigns for ever subject to the proviso for redemption therein after contained and hereinafter mentioned and by the said Indenture now in recital and for the consideration thereinbefore expressed and also for the nominal consideration therein mentioned the said John Wadsworth by the direction of the said William Smith Did bargain sell release and the said William Smith Did bargain sell release and confirm unto the said John Hadden and Elizabeth Acton and their heirs **First All** the said Messuages Tenements or Dwellinghouses parcel of land buildings and hereditaments comprised in and conveyed by the hereinbefore in part recited Indenture of the twenty ninth day of October one thousand eight hundred and forty four **Secondly All** that and those the said tenements or dwellinghouse yard outbuildings and hereditaments comprised in and conveyed by the said hereinbefore in part recited Indenture of the fourth day of November one thousand eight hundred and forty four And also all other the Messuages Tenements or Dwellinghouses and Buildings then erecting or building by the said William Smith in or upon the said piece or parcel of land or ground or in or upon the sites of the said Messuages Tenements Dwellinghouses or Buildings thereby granted and released or intended so to be or any part or parts thereof together with the appurtenances To hold the same unto and to the use of the said John Hadden and Elizabeth Acton their heirs and assigns for ever subject nevertheless to a proviso or agreement in the now reciting Indenture contained for redemption reassignment and reconveyance to the said mortgaged premises on payment by the said William Smith his heirs executors administrators of assigns unto the said John Hadden and Elizabeth Acton or the survivor of them his or her executors or administrators or their his or her assigns of the sum of one thousand and six hundred pounds with interest for the same after the rate of four pounds per centum per annum on the sixteenth day of May then next and in default thereof upon certain powers for Sale and conveyance as therein contained **And whereas** the said William Smith partly pulled down the said Messuage or Tenement adjoining to the said public House and on the site thereof erected another

dwellinghouse with a Bakehouse and over attached thereto And also erected upon the said piece of land and hereditaments formerly occupied with the said public House and conveyed therewith as aforesaid and upon the site of the said outbuildings formerly standing upon part of the said land and upon the site of the said tenement or dwellinghouse and the yard thereto purchased by the said William Smith of the said Richard Dufty and Sarah his wife and conveyed to him as aforesaid (and which he also pulled down) several dwellinghouses or Tenements together with a Brewhouse Stable sawpit Joiner's shop and other buildings and which said several dwellinghouses or Tenements being five in number with their appurtenances form the hereditaments and premises hereinafter described and intended to be hereby granted released and conveyed **And whereas** *by Indenture bearing date the sixth day of March one thousand eight hundred and forty five and expressed to be made by the said William Smith of the first part the said John Bailey of the second part and Edwin Patchitt Gentleman of the third part All and singular the rents issues and profits thenceforth during the several and successive lives of the said Catherine Fincham and Henry Fincham respectively to arise or become payable for or in respect of the said Messuages Tenements or Dwellinghouses parcels of land buildings and Hereditaments conveyed to the said William Smith by the hereinbefore in part recited Indenture of the twenty ninth day of October one thousand eight hundred and forty four or from or in respect of any and all new or other Messuages Tenements Buildings and premises erected upon or occupying the site of the last mentioned Messuages buildings Land and premises or any part thereof And also all and singular the rents issues and profits thenceforth during the several and successive lives of the said Sarah Dufty and Richard Dufty respectively to arise or become payable from or in respect of the said tenement or dwellinghouse and hereditaments conveyed to the said William Smith by the hereinbefore in part recited Indenture of the fourth day of November one thousand eight hundred and forty four as aforesaid or from or in respect of any new or other Messuages Buildings and premises then erected upon or occupying the site of the said last mentioned Tenement and Hereditaments or any part thereof And also all powers and remedies for recovering and enforcing payment of the said respective rents issues and profits thereby assigned Were for the considerations in the now reciting Indenture expressed granted assigned and appointed unto the said John Bailey his heirs and assigns To hold the same unto and to the use of the said John Bailey his heirs and assigns for his and their own use and benefit absolutely and for consideration in the now reciting Indenture also expressed All those the Messuages Hereditaments and premises hereinafter described and expressed to be hereby granted*

released and conveyed were (with other hereditaments) appointed released and assured unto the said John Bailey and his heirs To the use of the said John Bailey and his assigns for life with the usual limitations for life In trust to bar dower and with the remainder To the use of the said John Bailey and his heirs and assigns for ever

And whereas the said William Dufty some time since departed this life leaving the said Sarah

Dufty him surviving **And whereas** there is now due and owing to the said John Hadden and Elizabeth Acton on the security of the hereinbefore in part recited Indenture of Mortgage of the sixteenth day of November one thousand eight hundred and forty four the sum of one hundred and twenty pounds only and

no more **And whereas** the said John Gregg hath contracted and agreed with the said John Bailey for the absolute purchase of the Messuages or Dwellinghouses Hereditaments and premises hereinafter particularly described and hereby granted released and conveyed or expressed or intended so to be with their appurtenances and the inheritance thereof in fee simple in possession free from incumbrances at or for the

price or sum of five hundred and two pounds **And whereas** it has been agreed that one hundred and twenty pounds part of the said sum of five hundred and two pounds shall be paid to the said John Hadden and Elizabeth Acton in discharge of the principal money so remaining due and owing to them as aforesaid upon their said recited mortgage security upon their executing a release of the said hereditaments

hereinafter described in manner hereinafter contained **And whereas** the hereinbefore in part recited Indenture of the sixth day of March one thousand eight hundred and forty five relates not only to the Messuages Dwellinghouses or Tenements intended to be hereby granted released and conveyed but also to other hereditaments belonging to the said John Bailey not intended to be hereby conveyed and upon the said purchase it was agreed that the said deed should remain in the custody of the said John Bailey his heirs and assigns and that the said John Bailey should enter into the defeasible covenant hereinafter contained for the

production thereof to the said John Gregg his heirs and assigns **Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of one hundred and twenty pounds**

sterling by the said John Gregg **at** the request and by the direction of the said John Bailey testified by his

executing these presents to the said John Hadden and Elizabeth Acton paid at or immediately before the execution of these presents the receipt whereof the said John Hadden and Elizabeth Acton do hereby respectively acknowledge and of and from the same and every part thereof do and each of them doth acquit release and discharge the said John Gregg his heirs executors administrators and assigns and the said hereditaments and premises expressed to be hereby granted released and conveyed for ever by these presents and declare the same to be in full satisfaction and discharge of all principal monies and interest remaining due and owing to them the said John Hadden and Elizabeth Acton on the said indenture of the sixteenth day of November one thousand eight hundred and forty four And also in consideration of the sum of three hundred and eighty two pounds sterling to the said John Bailey at the same time paid by the said John Gregg the receipt whereof and also the payment of the said sum of one hundred and twenty pounds in manner aforesaid making together the said purchase money or sum of five hundred and two pounds he the said John Bailey doth hereby acknowledge and of and from the same and every part thereof doth acquit release and discharge the said John Gregg his heirs executors administrators and assigns for ever by these presents and doth declare the same to be in full for the absolute purchase of the Messuages Dwellinghouses and Heraditaments hereinafter more particularly described and intended to be hereby granted released and conveyed and of the fee simple and inheritance thereof they the said John Hadden and Elizabeth Acton (at the request and by the direction of the said John Bailey testified by his executing these presents **Do** and each of them **Doth** by these presents bargain sell assign release and transfer and the said John Bailey **Doth** also by these presents grant bargain sell assign transfer and confirm unto the said John Gregg his heirs and assigns All and singular the rents issues and profits henceforth during the several and successive lives of the said Catherine Fincham and Henry Fincham respectively to arise or become payable from or in respect of all such and so many or such part or parts of the said Messuages Tenements or dwellinghouses parcel of land and to heraditaments as were described and comprised in the hereinbefore in part recited Indenture of the twenty ninth day of October one thousand eight hundred and forty four and conveyed to the said John Bailey by the hereinbefore recited Indenture of the sixth day of March one thousand eight hundred and forty five and as are on the sites whereof are intended to be hereby granted released and conveyed and from or in respect of any new or other buildings or premises erected upon or occupying such sites or any part

thereof and now forming a portion of the Messuages or dwellinghouses and heraditaments hereinafter described and expressed to be hereby released And all powers and remedies for recovering and enforcing the payment of such rents issues and profits and every or any of them And also all and singular the rents issues and profits henceforth during the life of the said Sarah Dufty (who has survived her late husband Richard Dufty deceased) to arise or become payable from or in respect of all such and so many and such part or parts of the said tenement or dwellinghouse and Hereditaments as were described in the hereinbefore in part recited Indenture of the fourt day of November one thousand eight hundred and forty four and conveyed to the said John Bailey by the hereinbefore recited Indenture of the sixth day of March one thousand eight hundred and forty five as aforesaid and as are on the sites whereof are intended to be hereby released and from or in respect of any new or other Messuages buildings and premises now erected upon or occupying such sites or any part thereof and now forming a portion of the Messuages or Dwellinghouses and Hereditaments hereinafter described and expressed to be granted released and conveyed And also all powers and remedies for recovering and enforcing the payment of the said last mentioned rents issues and profits and every or any of them And all the estate right title interest property possibility equity of redemption benefit claim and demand whatsoever of them the said John Bailey John Hadden and Elizabeth Acton respectively into out of or upon the said rents issues and profits during the several and respective lives of the said Catherine Fincham and Henry Fincham and the said Sarah Dufty **To have and to hold** the said respective rents issues and profits and other the premises hereinbefore mentioned and released and assigned or otherwise assured or intended so to be **Unto and to the use** of the said John Gregg his heirs and assigns in manner hereinafter particularly expressed for his and their own use and benefit for and during the several successive lives of the said Catherine Fincham and Henry Fincham and the said Sarah Dufty respectively **And this Indenture also witnesseth** that for the considerations hereinbefore expressed they the said John Hadden and Elizabeth Acton **Do** and each of them **Doth** also by these presents grant release grant release convey and confirm unto the said John Gregg and his heirs **All** those four Messuages Dwellinghouses or Tenements situate standing or being in the Town of Nottingham aforesaid in a yard or place there called Woolpack place And also all that Message or Tenement containing two rooms

situate over an archway or passage leading into a yard at the back of and occupied with a public House called or known by the name or sign of "The King's Arms" situate in Woolpack Lane in the Town of Nottingham aforesaid which said last mentioned Messuage or Tenement together with the said first hereinbefore mentioned four Messuages Dwellinghouses or Tenements form a row and are in the respective occupations of

Davis	Carter Cooper and	King Black and were
-------	----------------------	------------------------

erected and built by the said William Smith upon some portion of the said piece of land containing two hundred and fifty square yards adjoining the said public House and are bounded on or towards the North and West by Woolpack Place aforesaid on or towards the South by hereditaments of Francis Hart Esquire on or towards the East in part by the yard occupied by the said public House and in other part by the Paint Shops and privies hereinafter mentioned And also all that the land or ground forming the Site of the said five Messuages or Dwellinghouses and premises hereinbefore described and intended to be hereby granted released or conveyed Together with the right to and for the said John Gregg his heirs and assigns and his or their visitors servants workpeople and others at all times hereafter of using the privies and dusthole under certain paint Shops adjoining to and occupied with the said public House in Common with the owner or owners for the time being of the said Public House their heirs and assigns and the owner or owners for the time being of the Messuage or Tenement or Bakehouse adjoining the said public House in Woolpack Lane aforesaid The said John Gregg his heirs and assigns paying a proportionate part of the expense of keeping the said privies and dusthole in good repair and of emptying and cleansing the same from time to time Together also *with the right*¹⁶ to and for the said John Gregg his heirs and assigns and others being the owners for the time being of the Messuages or Dwellinghouses and Hereditaments hereby conveyed or intended so to be and his and their tenants visitors servants workpeople and others at all times hereafter *of a right* of foot road or passage under the said paint shop and over part of the site thereof to the three privies and dusthole under the same paint Shop in common with other persons entitled to the like privilege except and always reserved nevertheless unto the said John Bailey his heirs and assigns and others being the owners for the time being of the said public House called "The King's Arms" in Woolpack Lane aforesaid and his and their tenants servants visitors workpeople and

¹⁶ Note "the right ... of a right". The long insertion distracted the drafter from the syntax.

others the right of a Horse Cart carriage and footway at all times hereafter under and through the said Archway or gateway leading from Woolpack place aforesaid unto the yard of the said public House And also the right for him and them to use at all times hereafter the airhole trapdoor or passage into the cellar of the

*said public House situate in the said Archway and also the windless **OR** winding apparatus in connection with the said air hole or trap door And the right of a footway or passage from Woolpack place aforesaid under the Dwellinghouse situate at the Southern end of the Row of Messuages or Dwellinghouses herein before described and hereby granted released and conveyed or expressed and intended so to be to the said Paint shops situate over the said privies and dusthole and also to the said privies and dusthole and except and also reserved unto the said John Bailey his heirs and assigns and others being the owners for the time being of the Bakehouse adjoining the said Public House called "The King's Arms" and his and their tenants servants visitors and others of the said footway or passage leading from Woolpack place aforesaid and under the Dwellinghouse situate at the Southern end of the Row of Messuages or Dwellinghouses hereby granted released or conveyed or expressed and intended so to be to or from the said privies and dusthole situate under the said paint shop and belonging to the said public House as aforesaid in common with the said John Gregg his heirs and assigns Together with all and singular lights easements profits privileges rights members and appurtenances whatsoever to the said Messuages or Dwellinghouses Hereditaments and premises hereinbefore described and expressed to be hereby granted released and conveyed belonging or appertaining or therewith usually used occupied or enjoyed or accepted deemed taken or known as part parcel or member thereof And all the estate right title interest property possibility equity of redemption benefit claim and demands whatsoever both at law and in equity of them the said John Bailey John Hadden and Elizabeth Acton in to or out of the same hereditaments and premises and every part thereof respectively **To have and to hold** the said Messuages or Dwellinghouses Hereditaments and all and singular other the premises hereinbefore described and intended to be hereby granted released and conveyed with the appurtenancies freed and discharged from all principal and interest monies secured to be paid by the said hereinbefore in part recited Indenture of the sixteenth day of November one thousand eight hundred and*

forty four and from all claims and demands on account thereof unto the said John Gregg and his heirs **To the use** of the said John Gregg and his assigns during his life and from and after the determination of that estate by any means in his lifetime **To the use** of the said John Wadsworth and his heirs during the natural life of the said John Gregg in trust nevertheless for the said John Gregg and his assigns and from and after the determination of the estate so limited to the said John Wadsworth and his heirs In trust as aforesaid **To the use** of the said John Gregg his heirs and assigns for ever **And** the said John Gregg doth hereby declare that no woman who may become his widow shall be entitled to dower out of the said hereditaments and premises **And** each of them the said John Hadden and Elizabeth Acton doth hereby for himself and herself his and her executors and administrators (each covenanting for his and her own acts deeds and defaults only and not further and otherwise) covenant with the said John Gregg his heirs and assigns that they the said John Hadden and Elizabeth Acton respectively have not nor hath either of them at any time or times heretofore made done committed or executed or knowingly or willingly suffered or been party or privy to any act deed or thing whereby or by reason whereof the said Messuages or Dwellinghouses Hereditaments and premises expressed to be hereby granted released and conveyed or any part thereof are is or may be impeded charged incumbered or prejudicially affected in any manner howsoever **And** the said John Bailey for himself his heirs executors and administrators doth hereby covenant promise and agree with and to the said John Gregg his heirs and assigns in manner following (that is to say) that for and notwithstanding any act deed matter or thing whatsoever by him the said John Bailey or any other person or persons lawfully or equitably claiming through under or in trust for him made done permitted or executed or knowingly or willingly suffered he the said John Bailey now hath in himself (in conjunction with the said John Hadden and Elizabeth Acton) full and absolute title right and power by these presents to grant assign release convey and assure all and singular the said rents issues and profits Messuages Dwellinghouses Hereditaments and premises expressed to be hereby assigned granted released conveyed and assured with their appurtenances to the uses and in manner aforesaid according to the true intent and meaning of these presents **And further** that the said John Gregg his heirs and assigns shall and lawfully may at all times hereafter peaceably and quietly enter into hold occupy possess and enjoy all and singular the said

hereditaments and premises with the appurtenances and receive and take the rents issues and profits thereof to and for his and their own benefit without any eviction interruption hindrance or denial from or by the said John Bailey or any person or persons lawfully or equitably claiming or to claim any estate right title trust or interest in to or out of the same hereditaments and premises or any part thereof from through under or in trust for him them or any of them And that free and clear or otherwise by and at the expense of the said John Bailey his heirs executors or administrators kept harmless and indemnified from and against all claims charges and incumbrances whatsoever occasioned permitted or suffered by the said John Bailey or any person or persons whomsoever lawfully or equitably claiming or to claim from through under or in trust for him **And moreover** that the said John Bailey and his heirs and all and every persons and person lawfully or equitably claiming or to claim any estate right title trust or interest in to or out of the said rents issues and profits Messuages Dwellinghouses Hereditaments and premises hereby granted assigned and released or otherwise assured or intended so to be or any part thereof respectively from through under or in trust for him shall and will at all times hereafter upon any reasonable request and at the expense of the said John Gregg his heirs or assigns make do and execute all and every such further and other acts deeds assignments conveyances and assurances for the more effectually and satisfactorily assigning conveying and assuring the same rents issues and profits Messuages or Dwellinghouses hereditaments and premises unto the said John Gregg his heirs or assigns in manner aforesaid and according to the true intent and meaning of these presents or otherwise as by the said John Gregg his heirs or assigns or his or their Counsel in the law shall be reasonably devised or advised and required **And lastly** that the said John Bailey his heirs and assigns will at all times upon a reasonable request in writing by the said John Gregg his heirs appointees or assigns or any person lawfully or equitably claiming through him or them any estate or interest in the said Messuages or Dwellinghouses hereditaments and premises hereby granted released and conveyed or expressed and intended so to be at the expense of the person or persons requiring the same produce to him or them or to such person or persons as he or they shall appoint or in any court of law equity or other judicature or elsewhere as occasion shall require the hereinbefore in part recited Indenture of the sixth day of March one thousand eight hundred and forty five for the support or manifestation of the estate or title of the said John Gregg his heirs and assigns and every other person claiming as aforesaid And will at all times upon such request and at such expense as aforesaid make and deliver to the person or persons requiring the

same or to such person or persons as he or they shall appoint such true and attested copies or true copies unattested of the same Indenture and he or they may require and will in the meantime keep the same

Indenture safe uncancelled and undefaced unless prevented by fire or other inevitable accident **Provided** nevertheless that if the said John Bailey his heirs and assigns shall dispose of all or any of the said other hereditaments to which the said Indenture relates to any person or persons and shall deliver the same Indenture to Ralph Oakden of the Town of Nottingham aforesaid Dyer who will then be entitled to the custody thereof and shall at the costs of the said John Gregg his heirs executors administrators or assigns procure the said Ralph Oakden to enter into a covenant with the said John Gregg his heirs and assigns to the purport and effect of the covenant hereinbefore contained then the said covenant hereinbefore contained shall become void In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

Received on the day and year first within written of and from the within named John Gregg the sum of one hundred and twenty pounds being the full consideration money within expressed to be paid by him to us

*John Hadden
Elizth Acton*

Witness to the signing hereof by the within named John Hadden
Robt Hogg

Witness to the signing hereof by the within named Elizabeth Acton

Received the day and year first within written of the within named John Gregg the sum of three hundred and eighty two pounds the consideration money within expressed to be paid by him to me

John Bailey

Witness

Robt Hogg

Signed sealed and delivered by the within named John Bailey (the interlineations between the sixteenth and seventeenth lines from the top of the second Skin beginning with the word “and” and ending with the word “therewith” and between the fortieth and forty first lines from the top of the third Skin beginning with the word “and” and ending with the word “assigns” having been first made) in the presence of

Robt Hogg

Clerk to Mess^{rs} Hadsworth & Hatson [?]
Solicitors Nottingham

Signed sealed and delivered by the within named John Hadden (the interlineations between the sixteenth and seventeenth lines from the top of the second skin beginning with the word “and” and ending with the word “therewith” and between the fortieth and forty first lines from the top of the third skin beginning with the word “and” and ending with the word “assigns” having been first made) in the presence of

Robt Hogg

Signed sealed and delivered by the within named Elizabeth Acton (the interlineations between the sixteenth and seventeenth lines from the top of the second skin beginning with the word “and” and ending with the word “therewith” and between the fortieth and forty first lines from the top of the third skin beginning with the word “and” and ending with the word “assigns” having been first made) in the presence of

Henry White

*Chemists
Leamington*

Signed sealed and delivered by the within named John Gregg (the interlineations between the sixteenth and seventeenth lines from the top of the second skin beginning with the word “and” and ending with the word “therewith” and between the fortieth and forty first lines from the top of the third skin beginning with the word “and” and ending with the word “assigns” having been first made) in the presence of
[illegible signature]

Dictionary acknowledgements

I used these dictionaries to help me prepare the footnotes:

The Pocket Law Lexicon (7th edition 1945) by H.F.J. Teague

Mozley & Whitely’s Law Dictionary (8th edn 1970) by John B. Saunders

Stroud’s Judicial Dictionary of Words and Phrases (4th edn 1971) by John S. James

Mellinkoff’s Dictionary of American Legal Usage (1992) by David Mellinkoff

A Dictionary of Modern Legal Usage (2nd edn 1995) by Bryan A. Garner

Black’s Law Dictionary (8th[Pocket] edn 1996), ed Bryan A. Garner