



Dated 24th day of June 1834

Mr. Edward Mihell

- to -

Mr. George Rawlence

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Appointment and Release

*of Premises situate at Fordingbridge
in the County of Southampton*

Names mentioned in the document :-

John Craddock
James Curtis
Stephen Curtis
Joseph Dale
John Day
Joshua Gibbs
Philip Guy

John Hockey
Henry Jefferis
Sarah Jefferis
John Kelleway
Moses Kittier
William Lester

Edward Mihell
William Pond
Moses Portsmouth
George Rawlence
William Rowden
Moses Sutton

Property mentioned in this indenture:-

- See the "The Ground" page for full details.

This Indenture made the twenty fourth day of June in the Year of our Lord one thousand eight hundred and thirty four **Between Edward Mihell** of Bishopstone in the County of Wilts Tailor of the one part and **George Rawlence** of Fordingbridge in the County of Southampton Gentleman of the other part **Whereas** by Indenture of Appointment and Demise by way of Mortgage bearing date the twenty third day of November one thousand eight hundred and twenty two made between Stephen Curtis then of Bishopstone aforesaid Maltster of the one part and the said Edward Mihell of the other part for the considerations therein mentioned the Hereditaments therein and hereinafter described and intended to be hereby appointed granted and released with their Appurtenances were appointed demised and granted by the said Stephen Curtis unto the said Edward Mihell his Executors Administrators and Assigns from the Day of the Date thereof for the term of one thousand years hence next ensuing at and under the yearly Rent of a pepper corn if demanded but subject to a proviso therein contained for redemption of the said Hereditaments on payment by the said Stephen Curtis his Heirs Executors or Administrators unto the said Edward Mihell his Executors Administrators or Assigns of the sum of three hundred and fifty pounds with lawful Interest for the same on the twenty third day of May then next ensuing **And Whereas** by Indentures of Lease and appointment and release bearing date respectively the twenty fourth and twenty fifth days of March one thousand eight hundred and twenty nine the appointment and release being made between the said Stephen Curtis of the first part the said Edward Mihell of the second part and William Rowden of Bishopstone aforesaid Gentleman of the third part For the consideration therein mentioned the full absolute and clear Equity of Right of Redemption of him the said Stephen Curtis of and in the said Hereditaments with their Appurtenances together also with the same Hereditaments of or concerning which the said Equity or Right of Redemption was thereby appointed were by the said Stephen Curtis appointed conveyed and assured unto the said Edward Mihell his Heirs and Assigns To such uses and for such Estate or Estates in such proportions and for such intents and purposes as the said Edward Mihell should at any Time or from Time to Time by any Deed or Deeds Direct or appoint and in Default of such direction or appointment To the use of the said Edward Mihell and his assigns during the term of his Natural life without Impeachment of or for any manner of waste and immediately after the Determination of that Estate by any means in his Lifetime. To the use of the said William Rowden his Executors and Administrators during the Life of the said Edward Mihell Upon Trust nevertheless for the only Benefit of the said Edward Mihell and his Assigns with Remainder to the use of the said Edward Mihell his Heirs and Assigns for ever **And Whereas** the said Edward Mihell hath Contracted and agreed with the said George Rawlence for the absolute sale to him of the Hereditaments hereinafter particularly described and of the Fee Simple and Inheritance thereof in possession with their Appurtenances free from all Incumbrances at or for the price or sum of three hundred and eighty pounds **Now this Indenture Witnesseth** that in pursuance of the said contract and agreement and for and in consideration of the sum of three hundred and eighty pounds of lawful Money of Great Britain to the said Edward Mihell in hand at or before the sealing and delivery of these presents well and truly paid by the said George Rawlence the Receipt and Payment of which said sum of three hundred and eighty pounds (being in full for the absolute purchase of all the Hereditaments hereinafter mentioned and intended to be hereby conveyed) the said Edward Mihell doth hereby knowledge and of and from the same and every part thereof doth acquit release exonerate and for ever discharge the said George Rawlence his Heirs Executors Administrators and Assigns and also the same Hereditaments and every of them respectively for ever by these presents He the said Edward Mihell in pursuance and exercise and by Force and Virtue of the power and authority to him given and granted or reserved or in him vested in and by the said hereinbefore in part recited Indenture of Appointment and release And also in pursuance and exercise and by Force and Virtue of all every other power and powers Authority and Authorities to him given belonging or appertaining in him vested or in anywise enabling him in this Behalf and in exercise and execution thereof **hath** directed and appointed and by this present Deed **doth** absolutely and

irrevocably direct and appoint That all and singular the Moiety of the Messuage or Tenement and Garden and part of a Garden Orchard Malthouse and all and singular other the Hereditaments hereinafter more particularly mentioned and described and intended to be hereinafter granted and released and every of them and every part and parcel thereof with their and every of their Rights Members and Appurtenances And the Reversion and Reversions Remainder and Remainders Rents Issues and Profits thereof and of every part and parcel thereof shall from henceforth go remain be and continue and shall be held and enjoyed and that the said hereinbefore in part recited Indenture of Appointment and Release of the twenty fifth day of March one thousand eight hundred and twenty nine and all other Conveyances and Assurances of the said Hereditaments and Premises hereby conveyed shall as to the said Moiety of the said Messuage or Tenement and Garden and part of a Garden Orchard Malthouse Hereditaments and Premises hereinafter described operate be and ensure To the only proper Use and Behoof of the said George Rawlence his Heirs and Assigns for ever **And this Indenture further Witnesseth** that for the consideration aforesaid and for the further better more perfectly and satisfactorily conveying and assuring the said Hereditaments and Premises He the said Edward Mihell **hath** granted bargained sold aliened released and confirmed and by these presents **doth** grant bargain sell alien release and confirm unto the said George Rawlence (in his actual possession now being by virtue of a Bargain and sale to him thereof made by the said Edward Mihell in consideration of five shillings by Indenture bearing date the day next before the day of the date of these presents for the Term of one whole year commencing from the day next before the day of the same Indenture of Bargain and Sale and by force of the Statute made for transferring uses into possession) and to his Heirs and Assigns **All that** the Moiety (as the same has been long since divided) of and in **All that** Messuage or Tenement and Garden **And also all that** part of Garden sometime since in the occupation of Philip Guy but afterwards of John Kelleway and the Orchard thereunto adjoining with the Pales or Fence now standing or being on

The Ground whereon an Apple Hedge was heretofore planted on the extreme part of the South side thereof bounded on the North side with the King's Highway leading from Fordingbridge aforesaid to Sandhill Heath and two Cottages onr here tofore in the occupation of Moses Sutton and afterwards of John Kelleway and the other being built on the site of a Cottage which was heretofore in the occupation of William Lester On the East part with the River or Stream running from a Mill formerly in the possession of Joshua Gibbs to the Mills called the Town Mills formerly in the possession Moses Portsmouth and now of James Curtis and on the West with the Street called the Back Street in Fordingbridge aforesaid which premises are situate lying and being in Fordingbridge aforesaid and were formerly in the possession of John Craddock afterwards of Moses Kittier and then of John Day his assignee or assigns And which said Messuage Tenement or Buildings and Premises were sometime since divided and let in several Tenements or Dwelling Houses and there in the several occupations of Henry Jefferis William Pond and Joseph Dale and afterwards Sarah Jefferis spinster and the said Joseph Dale. And also all that Malthouse heretofore erected and built on the Northernmost part of the said premises heretofore in the possession and occupation of Henry Jefferis or his tenant and afterwards of the said John Kelleway and all which said premises hereby conveyed were sometime since in the possession of the said John Kelleway and late of the said Stephen Curtis the said Moiety of the said Messuage or Tenement , now used as a separate dwelling with the said garden and premises (except the said Malthouse , now being in the occupation of John Hockey as Tenant to the said George Rawlence and the said Malthouse being in the possession and occupation of the said George Rawlence or howsoever otherwise the said Hereditaments or any of them now [...] is or heretofore were or was situated tenanted called known described or distinguished and all Houses Outhouses Edifices buildings Barns Stables Gardens Orchards Lands Courts Curtilages Yards Backsides Meadows Pastures Feedings Grounds Commons and Common of Pastures Inclosures Wastes

Waste Ground trees Hedges fences Ways Paths Passages Waters Watercourses Lights Casements Rights Entries Privileges Profits Commodities Advantages Emoluments and Appurtenances whatsoever to the said Moiety of the said Messuage or Tenement and Garden part of a Garden Orchard Malthouse Hereditaments and premises hereby appointed granted and Released or any of them or any part thereof respectively belonging or in anywise appertaining or to or with the same or any part thereof now or heretofore held used occupied or enjoyed or accepted reputed deemed taken or known for or as part parcel or Member thereof or appurtenant thereunto And the Reversion and Reversions Remainder and Remainders Yearly and other Rents Issues and Profits of all and singular the same Hereditaments and Premises hereby appointed granted and released And also all the Estate Right Title Interest Inheritance Use Trust Possession Property Benefit Advantage Claim and Demand whatsoever both at Law and in Equity of him the said Edward Mihell of in to or out of the said Hereditaments and Premises and every or any part or parcel thereof Together with all Deeds Evidences and Writings whatsoever relating to or in anywise concerning the Title to the same Hereditaments and Premises now in the Custody possession or Power of the said Edward Michell or which he can or may procure or obtain without Suit at Law or in Equity **To have and to hold** the said Moiety of the said Messuage or Tenement Garden Part of a Garden Orchard Malthouse Hereditaments and premises hereinbefore described and hereby directed appointed granted and released or intended so to be with their and every of the Rights Members and Appurtenances unto the said George Rawlence his Heirs and Assigns To the only proper use and behoof of the said George Rawlence his Heirs and Assigns for ever **And the said Edward Mihell** for himself his Heirs Executors and Administrators and for every one of them doth hereby covenant promise declare grant and agree with and to the said George Rawlence his Heirs Assigns in manner following that is to say That (for and notwithstanding any Act Deed Matter or Thing whatsoever at any Time heretofore made done executed occasioned suffered or omitted to the contrary by him the said Edward Mihell or by any other person or persons lawfully claiming or to claim by from under or in Trust for him) the Power of Direction and appointment so given to or vested in him by the hereinbefore in part recited Indenture of Appointment and Release is at the Time of the sealing and delivery of these presents in full Force and Effect as to and concerning all and singular the said Moiety of the said Messuage or Tenement Garden Part of a Garden Orchard Malthouse Hereditaments and Premises hereinbefore directed and appointed or otherwise assured or intended so to be and in no wise executed exercised or otherwise made of become void or extinguished and that (for and notwithstanding any such Act Deed Matter or Thing as aforesaid) he the said Edward Mihell at the Time of the sealing and delivery of these presents hath in himself full power and lawful and absolute Right Title and Authority to direct and appoint grant release and convey the said Moiety of the said Messuage or Tenement Garden part of a Garden Orchard Malthouse Hereditaments and Premises hereinbefore described with the Appurtenances and the possession Reversion and Inheritance thereof unto and to the use of the said George Rawlence his Heirs and Assigns in Manner and Form aforesaid and according to the true Intent and Meaning of these Presents And also that it shall and may be lawful to and for the said George Rawlence his Heirs and Assigns from Time to Time and at all Times hereafter and peaceably and quietly to enter into and upon have hold use occupy possess and enjoy all and singular the said Moiety of the said Messuage or Tenement Garden part of Garden Orchard Malthouse Hereditaments and Premises hereby directed appointed granted and released or intended so to be with their and every of their Appurtenances and to receive and take the Rents Issues and Profits thereof and of every part and parcel thereof to and for his and their own use and Benefit without any lawful or any manner of Let Suit Trouble Denial Molestation Interruption Disturbance Claim or Demand whatsoever of from or by him the said Edward Mihell or his Heirs or any other person or persons whomsoever having or lawfully or equitably claiming or to claim any Estate Rights Title or Interest at Law or in Equity of in to out of upon or concerning the said Hereditaments and premises or any part thereof by from through under or in trust for him them or any of them and that the free and clear and freely clearly and absolutely acquitted exonerated and discharged or

otherwise by the said Edward Mihell his Heirs Executors or Administrators well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of former and other Gifts Grants Bargains Sales Mortgages Jointures Dowes Uses Trusts Wills Entails Statutes Recognizances Judgments Extents Executions and all other Estates Rights Titles Troubles Burthens Charges and Incumbrances whatsoever had made done committed or suffered by him the said Edward Mihell or by any other person or persons lawfully claiming or to claim by from through under or in Trust for him or by his or their Acts Defaults priority or procurement And further that he the said Edward Michell and his Heirs and all and every other person and persons who soever having or rightfully claiming or to claim any Estate Right Title or Interest at Law or in Equity in to or out of the said Moiety of the said Messuage of Tenement Garden part of Garden Orchard Malthou Hereditaments and Premises hereby directed appointed granted released and conveyed or intended so to be or any part thereof by from under or in trust for him or themshall and will from Time to Time and at all Times hereafter upon every reasonable request and at the proper costs and charges of the said George Rawlence his Heirs or Assigns make do acknowledge levy suffer and execute or cause or procure to be made done acknowledged levied 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 abolutely or satisfactorily direceting appointing granting releasing conveying assuring and confirming the said Moiety of the said Messuage or Tenement Garden part of Garden Orchard Malthou Hereditaments and Premises and every part thereof respectively with the Appurtenances Unto and to the use of or in Trust for the said George Rawlence his Heirs and Assigns for ever as by him the said George Rawlence his Heirs and Assigns or by his or their Counsel in the Law shall br reasonably devised 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.

Received on the day of the Date of the within written Indenture of an from the within named George Rawlence the full sum of three hundred and eighty pounds being the consideration money within mentioned to be paid by him to me £380

Edward Mihell

Witnesses

Benjn. Rudd

R. J. Rudd

Signed sealed and delivered by the within named Edward Mihell (being first duly stamped) in the presence of

Benjn. Rudd of Milford, Wilts.

R. J. Rudd, Attorney, Fordingbridge, Hants.