

Notes on the 1859 Indenture transliterated below.

The people referred to in the Indenture below are connected through a legal transaction which involves the transfer, sale, or mortgage of property.

These people are:

- **Joseph Tomlin:** Resident of the parish of St Thomas in the City of Oxford.
- **William Routley:** Resident of Bampton in the County of Oxford, identified as a servant. He is part of the first group involved in the indenture.
- **George Frederick Holloway and Charles William Holloway:** Both from Bampton, identified as printers and stationers. They are part of the second group in the indenture.
- **Ann:** Wife of Joseph Tomlin.
- **Eliza:** Wife of William Routley.
- **William Tipton:** Resident of Osney New Town in the City of Oxford identified as a shopman.
- **Sarah:** Wife of William Tipton.
- **Mary Bartlett:** Resident of Bampton identified as a spinster. She is part of the third group in the indenture.
- **David Plaster Junior:** Resident of Bampton identified as a carpenter. He is part of the fourth group in the indenture.

The selling and buying transactions described in the indenture appear to be as follows:

- Elizabeth Bartlett, widow of Joseph Bartlett, mortgaged properties to George Frederick Holloway and Charles William Holloway in 1849. (*Joseph Bartlett purchased these properties by a separate indenture in 1842 from people including Thomas Denton who was, at the time, Lord of the Manor of Bampton*)
- Later, Elizabeth Bartlett bequeathed her properties to Joseph Tomlin and William Routley upon her death in 1858, with the instruction to sell them and distribute the proceeds among her four daughters.
- Joseph Tomlin and William Routley, acting on Elizabeth Bartlett's will, arranged a sale by auction.
- David Plaster Junior became the highest bidder at the auction, agreeing to purchase the properties for £350.
- Of this amount, £100 was paid to George Frederick Holloway and Charles William Holloway (presumably to settle the mortgage), and the remaining £250 was paid to Joseph Tomlin and William Routley.

Thus, the transaction involves the sale of Elizabeth Bartlett's properties, handled by Joseph Tomlin and William Routley, to David Plaster Junior, with part of the proceeds used to settle a mortgage with George Frederick Holloway and Charles William Holloway.

This Indenture made the *fourth* day of *May One thousand eight hundred and fifty nine* **Between** Joseph Tomlin of the parish of St Thomas in the City of Oxford and William Routley of Bampton in the County of Oxford Servant of the first part George Frederick Holloway and Charles William Holloway of Bampton aforesaid printers and Stationers of the second part The said Joseph Tomlin and Ann his Wife The said William Routley and Eliza his Wife William Tipton of Osney New Town in the said City of Oxford Shopman and Sarah his Wife and Mary Bartlett of Bampton aforesaid spinster of the third part and David Plaster Junior of Bampton aforesaid Carpenter of the fourth part

Whereas Joseph Bartlett late of Bampton aforesaid Carpenter deceased being at the date of his Will and thenceforth up to and at the time of his decease seized in fee simple in possession free from incumbrances of and in the hereditaments and premises hereinafter particularly described and intended to be hereby granted duly made his last Will and Testament in writing dated the fourth February One thousand eight hundred and forty eight and thereby gave and devised All that his messuage or tenement barn stable shops sheds outbuildings yards gardens orchards and appurtenances in the occupation of himself and Thomas Baker situate at Bampton aforesaid and all other his real estate unto his Wife Elizabeth Bartlett her heirs and assigns for ever which said Will was on the eighteenth December one thousand eight hundred and forty-nine duly proved by the said Elizabeth Bartlett in the Archdeaconry Court or Oxford

And whereas by indenture of Mortgage made the twenty fourth of December one thousand eight hundred and forty nine between the said Elizabeth Bartlett of the one part and the said George Frederick Holloway and Charles William Holloway of the other part in consideration of the sum of Four hundred and seventy five pounds sterling par by the said George Frederick Holloway and Charles William Holloway to the said Elizabeth Bartlett the premises hereinbefore and hereinafter particularly described were among others granted Unto and to the use of the said George Frederick Holloway and Charles William Holloway their heirs and assigns for ever subject to the proviso for redemption therein contained

And whereas the said Elizabeth Bartlett then of Weald in the parish of Bampton aforesaid widow duly made her last will and testament bearing date the ninth day of April one thousand eight hundred and fifty eight and thereby gave and bequeathed to the said Joseph Tomlin and the said William Routley all and singular her messuage and tenements situate in the parish of Weald aforesaid To hold unto them their heirs executors

administrators and assigns according to the terms of the same upon trust to make sale thereof either by Public Auction or private Contract to any person or persons whomsoever for the best price or prices that could be obtained for the same and that all her just debts and funeral expenses should be paid out of the money to arise therefrom and directed that each of her four daughters should equally share in all her property that remained over and above paying her just debts

And Whereas the said Testatrix died on the twentyfifth day of May one thousand eight hundred and fiftyeight without having altered or revoked her said Will and Letters of Administration with the said Will annexed were on the thirteenth day of December One thousand eight hundred and fifty eight granted by the principal Registry of Her Majestys Court of Probate to Eliza Routley wife of the said William Routley one of the four natural and lawful daughters of the said deceased and as such one of the residuary legatees named in the said will

And whereas the said Joseph Tomlin and William Routley under and by virtue of the said Will of the said Elizabeth Bartlett caused the hereinafter described and intended to be hereby conveyed and assured being part of the premises comprised in the hereinbefore recited Indenture of Mortgage of the twenty fourth December One thousand eight hundred and forty nine to be offered for sale by auction on the fifteenth day of September last at which auction the said David Plaster junior was the highest bidder for and declared the purchaser of the hereinafter described hereditaments being Lot One in the printed particulars of Sale at such Auction at the price or sum of Three hundred and fifty pounds

And whereas in hath been agreed that one hundred pounds part of the said sum of three hundred and fifty pounds shall be paid to the said George Frederick Holloway and Charles William Holloway in part discharge of their principal and interest moneys and they have thereupon agreed to join in these presents and that the sum of two hundred and fifty pounds being the residue of the said sum of Three hundred and fifty pounds should be paid to the said Joseph Tomlin and William Routley

And whereas the said parties hereto of the third part being the four daughters of the said Testatrix and their respective husbands have agreed to join in these presents in manner hereinafter mentioned

Now this Indenture witnesseth that in consideration of the said sum of Three hundred and fifty pounds sterling by the said David Plaster Junior now paid in manner following that is to say the sum of *one hundred pounds*

part thereof to the said George Frederick Holloway and Charles William Holloway at their request and by the direction of the said Joseph Tomlin and William Routley and the said parties hereto of the third part testified by their respective executions hereof the receipt of which said sum of *one hundred pounds* part of the sum of Four hundred and seventyfive pounds due and owing on the before recited Mortgage they the said George Frederick Holloway and Charles William Holloway do and each of them doth hereby acknowledge and therefrom do and each of them doth acquit release and discharge the said David Plaster Junior his heirs and assigns -- ---- and also the hereditaments hereby conveyed And the sum of *two hundred and fifty pounds* residue of the said purchase or consideration money to the said Joseph Tomlin and William Routley now paid at the request and by the direction of the said parties hereto of the third part as aforesaid the receipt whereof in full with the said sum of *one hundred pounds* so paid to the said George Frederick Holloway and Charles William Holloway aforesaid for the consideration money on sale of the hereditaments and premises hereby conveyed the said Joseph Tomlin and William Routley do and each of the doth hereby acknowledge and of and from the said entire sum of Three hundred and fifty pounds do and each of them doth hereby acquit release and discharge the said David Plaster Junior his heirs executors administrators and assigns and also the said hereditaments and in consideration of Ten shillings to each of the parties hereto of the third part now paid the receipt whereof they do and each of them doth hereby acknowledge

They the said George Frederick Holloway and Charles William Holloway **Do** and each of them **Doth** grant bargain sell and release and the said Joseph Tomlin and William Routley **Do** and each of them **Doth** grant bargain sell release ratify and confirm that the said parties hereto of the third part **Do** and each of them **Doth** release and confirm unto the said David Plaster Junior his heirs and assigns **All that** newly erected messuage or tenement built by the said Joseph Bartlett on the site of the three Cottages or tenements with the workshops also erected by the said Joseph Bartlett and garden ground and orchard thereto belonging situate in Weald in the Parish of Bampton aforesaid containing by estimation *about half an acre* ... be the same more or less formerly in the occupation of the said Joseph Bartlett and now of the said David Plaster Junior and bounded on the North by the Turnpike Road leading from Bampton to Faringdon on the South by a close or orchard belonging to Henry Hippsley Esquire on the East by Cottages and gardens of the said Elizabeth Bartlett the party wall of such one of the said Cottages as adjoined the messuage hereby granted belonging to the said messuage hereby granted and also the boundary wall and on the West by the Wall of a garden belonging to Robert

Stonor all which said hereditaments were with others purchased by the said Joseph Bartlett deceased of and from Thomas Denton Esquire Together with all and singular houses outhouses ways waters watercourses privileges easements advantages and appurtenances whatsoever to the said hereditaments and premises belonging to or appertaining And the reversion and reversions remainder and remainders yearly and other rents issues and profits thereof And all the estate right title interest use trust property claim and demand whatsoever both legal and equitable of them the said Joseph Tomlin William Routley George Frederick Holloway and Charles William Holloway or any or either of them therein and all deeds evidences and Writings in the possession of them the said Joseph Tomlin William Routley George Frederick Holloway and Charles William Holloway or any or either of them relating exclusively to the premises hereby granted **To have and To hold** the same messuage and hereditaments and all and singular other the premises here by granted with their appurtenances Unto and to the use of the said David Plaster Junior his heirs and assigns for ever And the said David Plaster Junior doth here by declare that no wife of him the said David Plaster Junior shall be entitled to dower out of or in the said hereditaments and premises or any part thereof **Any** each and every of them the said Joseph Tomlin William Routley George Frederick Holloway severally and separately for himself his heirs executors administrators and assigns doth Covenant with the said David Plaster Junior that he the said Covenanting party hath not done or permitted any act deed matter or thing whereby or by means whereof the premises hereby conveyed are in anywise encumbered

And each and every of them the said Joseph Tomlin William Routley Sarah Tipton and Mary Bartlett for himself and herself respectively and his and her respective heirs executors and administrators and also for the acts deeds and defaults of their respective wives

And her heirs executors and administrators and his her and their respective acts deeds and defaults only doth hereby covenant promise and agree to and with the said David Plaster Junior his heirs and assigns in manner following that is to say That for and notwithstanding any act deed matter or thing whatsoever by him or her the said covenanting part or the said Joseph Bartlett or the said Elizabeth Bartlett respectively deceased done made committed or executed or knowingly or willingly suffered to the contrary the said Joseph Tomlin and William Routley with the said George Frederick Holloway and Charles William Holloway and the said covenanting parties and their said respective Wives some or one of them now have or hath in themselves himself or herself good right full power and absolute authority to grant convey and confirm the said messuage

hereditaments and premises hereinbefore expressed to be granted or otherwise assured unto and to the use of the said David Plaster Junior his heirs and assigns according to the true intent and meaning of these presents

And further that it shall and may be lawful for the said David Plaster Junior his heirs and assigns from time to time and at all times hereafter peaceably and quietly to enter into and upon and to have hold use possess and enjoy the said hereditaments and premises with the appurtenances without any suit trouble denial eviction ejection interruption or disturbance claim or demand whatsoever of from or by the said covenanting parties respectively or them their heirs wives or any other person lawfully or equitably claiming or to claim by from through under or in trust for him them or any of them or the said Joseph Bartlett and Elizabeth Bartlett deceased And that free and clear and freely clearly and absolutely acquitted exonerated and discharged or otherwise by the said covenanting parties or one of them their or one of their 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 estates charges and incumbrances whatsoever had made done committed or suffered by the said covenanting parties or the said Joseph Bartlett or Elizabeth Bartlett or any person or persons whomsoever claiming or to claim by from through under or in trust for them or any or either of them

And moreover that they the said covenanting parties and their heirs and every other person having or lawfully or equitably claiming or who shall or may have or lawfully or equitably claim any estate right title trust or interest in to or out of the said messuage or tenement lands hereditaments and premises by from through under or in trust for them or any of them or the said Joseph Bartlett or Elizabeth Bartlett deceased or their and respective wives of the said covenanting parties shall and will from time to time and at all times hereafter upon every reasonable request and at the proper costs and charges in the Law of the said David Plaster Junior his heirs or assigns made do acknowledge suffer and execute or cause and procure to be made done acknowledged levied suffered and executed all such further and other acts deeds matters and things whatsoever for the further better more perfectly and absolutely granting and conveying the said hereditaments and premises with their appurtenances unto and to the use of the said David Plaster Junior his appointees heirs and assigns or otherwise as he or they shall direct or appoint as by the said David Plaster Junior his heirs or assigns or his or their Counsel in the Law shall be reasonably devised or advised and required

And whereas the deeds and writings mentioned in the Schedule hereunder written are in the custody or possession of the said George Frederick Holloway and Charles William Holloway as such Mortgages as aforesaid and do concern the Title not only of the hereditaments hereinbefore described and expressed to be hereby granted and released but also of divers other hereditaments of or belonging to the said Joseph Tomlin and William Routley as such Trustees as aforesaid of greater value And it was therefore agreed upon the treaty for the said purchase that the same deeds evidences and writings should remain in such custody upon such covenants for the production thereof as are hereinafter contained being entered into

Now *this Indenture further witnesseth* that in pursuance of the lastly recited Agreement and for the consideration hereinbefore expressed They said George Frederick Holloway and Charles William Holloway **Do** hereby for themselves their heirs executors and administrators and their own acts and defaults only for and during such time or times only as they or some of them shall be entitled to retain possession of the said deeds and writings And the said Joseph Tomlin and William Routley do hereby for themselves their heirs executors administrators and assigns and as to all time and times hereafter save as aforesaid for themselves their heirs executors and administrators covenant promise and agree to and with the said David Plaster Junior his heirs and assigns that they the said covenanting parties their heirs executors administrators or assigns or some or one of them shall and will from time to time and at all times hereafter unless prevented by fire or other inevitable accident when every reasonable request and at the proper costs and charges of the said David Plaster Junior his heirs or assigns or any of them produce and shew for the or cause of procure to be produced and shown forth to the said David Plaster Junior his heirs or assigns or to such person or persons as he or they shall direct desire or require or at any time hearing or examination in any Court of Law or Equity or other Judicature or upon the execution of any Commission in England as occasion shall require the several deeds evidences and writings mentioned in the Schedule hereunder written and every or any of them and permit and suffer copies of or extract from all and every or any of the same deeds evidences and writings to be made written and taken for the manifestation support and defence of the estate right title interest property or possession of the said David Plaster Junior his heirs or assigns or any of the of in or to all or any part of the said hereditaments hereinbefore described and expressed to be hereby granted and released or any part respectively with the appurtenances

Provided nevertheless and it is hereby declared and agreed by and between the said parties hereto that if the said hereditaments to which the

same writings also relate shall be hereafter sold or otherwise disposed of and the said covenanting parties their heirs executors or administrators or some of them shall procure the purchase or purchases or other persons entitled to hold the same writings to enter into a covenant similar to that hereinbefore contained for production and delivery and examination of copies or abstract and for the production thereof (and with a like qualification as the present) and shall deliver the same covenant to the said David Plaster Junior his heirs or assigns Then and in such case the covenant hereinbefore contained shall thenceforth cease and determine as to any act or default subsequent to such delivery

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

The Schedule *above referred to*

1842 March 21st **Indenture** between Thomas Denton of the first part Joseph Bartlett of the second part and Thomas Baker of the third part

1849 December 24th **Indenture** of Mortgage between Elizabeth Bartlett of the one part and George Frederick Holloway and Charles William Holloway of the other part

(signed and sealed)

Jos Tomlin

C.W. Holloway

Eliza Routley

The mark and seal of

Wm Routley

Jos Tomlin

William Tipton

Mary (X) Bartlett

G.F. Holloway

Ann Tomlin

Sarah Tipton

Wm Routley

(On reverse: Title)

Received the day and year first within written Signed sealed and delivered by the within named of and from the within named David Plaster the sum Joseph Tomlin William Routley George of one hundred pounds within mentioned to £100.00 Frederick Holloway and Charles William Holloway

*be paid by him to us in the presence of R H Bullen ?? Bampton Oxon R H
Bullen George Frederick Holloway Signed sealed and delivered by the C
W Holloway named Ann Tomlin Eliza Routley*

*Received on the day of the date hereof in the presence Of and from the
within named David Wm Plaster Clerk to Mr R H Bullen*

Plaster Jnr sum of two hundred and 250. 0. 0

Signed sealed and delivered by the within named

Fifty pounds (illegible)

William Tipton in the presence of

To be paid by him to us £350. 0. 0

Wm. Plaster

Witness Jos Tomlin

R H Bullen Wm Routley