

AN ABSTRACT

OF THE

ACT,

For Confirming and Establishing certain

ARTICLES OF AGREEMENT,

MADE BETWEEN

Maurice Conyers, Esquire,

Lord of the Manor of RUSTHALL, in the County of
KENT,

AND THE RIGHT HONOURABLE

William Lord Abergavenny,

AND OTHER

FREEHOLD TENANTS

Of the said Manor;

Relating to certain Buildings and Inclosures made and
erected in and upon Part of the Wastes of the said
Manor; and for making the said Agreement more
Effectual for the Purposes thereby intended.

Tunbridge Wells :

R. PELTON, LITHO AND STEAM PRINTER, THE BROADWAY.

1881.

AN ABSTRACT
OF THE
A C T.

NOTE:—This is a Verbatim Copy of the Original.

WHEREAS certain Articles of Agreement were made and executed under the Hands and Seals of *Maurice Conyers*, Esquire, the Right Honourable *William Lord Abergavenny*, *Sidney Stafford Smythe*, Esquire, *John Spooner*, Esquire, *John Elton*, Clerk, *John Brett*, *Richard Fry*, *Mary Witts*, *Sarah Wellford*, *Thomas Mercer*, *William Camfield*, *Thomas Moone*, *Joseph Moone*, *Robert Fry*, *Thomas Coyffe*, *William Coyffe*, *William Hollamby*, *John Hollamby*, *Robert Mercer*, *Thomas Wood*, *John Weller*, *Robert Skinner*, *William Jeffery*, *Thomas Fry*, *John Hollamby*, *John Cripps*, *Henry Jeffery*, *Jeffery Fullaway*, *John Bennett*, *Susanna Baker*, *Thomas Bassett*, *George Taylor*, *Thomas Wickham*, *Thomas Farret*, *William Baker*, *William Vanderman*, *Philip Seale*, *Priscilla Seale*, *Sarah Wagon*, *Frances Pearce*, *Jane Weller*, *John Wool*, *Charles Speed*, *John Ketch*, *Elizabeth Smith*, *Sarah Banes*, *Edmund Wood*, and *Nicholas Wood*, in the Words, or to the Effect herein after-mentioned and contained; that is to say,

ARTICLES OF AGREEMENT indented, had, made, concluded and agreed upon this Twenty-first Day of *November*, in the Thirteenth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain*, *France*, and *Ireland*, King, Defender of the Faith, and so forth; and in the Year of our Lord One thousand seven hundred and Thirty-nine, *Between Maurice Conyers*, Esquire,

Lord of the Manor of *Rusthall*, in the County of *Kent*, of the one Part, and the several other Persons, who have severally signed and sealed these Presents as parties hereto, being all the Freehold Tenants, who hold Lands and Tenements of the said Manor, and whose Names are set forth and expressed in the first Schedule to these Present annexed, of the other Part, as follows :

FIRST, ~~Whereas~~ several Disputes have long subsisted between the said *Maurice Conyers*, as Lord of the said Manor, and the said Freehold Tenants, and those under whom they claim, concerning the Inclosure of the Medicinal Springs, or Wells of Water, which are situate within the said Manor, commonly called *Tunbridge Wells*; And also of a Piece of Ground within the said Manor, commonly known by the Name of *Tunbridge-Wells Walks*, and the Nine-pin or Skettle-pin Place, and the several Messuages, Shops, and Buildings, erected on or near the said Walks; and the said Freehold Tenants Parties hereto, or those under whom they claim, have insisted, that the said Medicinal Springs, and the Wells of Water, and the said Walks, and the Nine-pin or Skettle-pin Place, are Part of or situate on the Waste of the said Manor, called *Bishopsdown*, and that they are intituled as Freehold Tenants of the said Manor, to have Right to Common, and other Benefits in the said Wells and Springs, and in the said several Pieces of Ground, and to throw open the Inclosures thereof, or to have Satisfaction upon account of the Messuages, Shops, and other Buildings erected on or near the same; and the said Freehold Tenants insist, that the said Walks were inclosed, and the said Messuages, Shops, and Buildings thereon, were erected by virtue of several Agreements heretofore made between the former Lords of the said Manor of *Rusthall* and the Freehold Tenants thereof, who joined in letting the same to or in Trust for the former Lords of the said Manor, for a Term of Years, which expired at *Michaelmas* One thousand

Seven hundred and Thirty-two; and that by reason of the Continuance of the said Erections and Buildings they could not have and enjoy their Common of Pasture and Estovers, and other Rights in the said Waste called *Bishopsdown* within the said Manor, in so ample and beneficial manner as they ought to have had and enjoyed the same; and that therefore the said Erections and Buildings ought not to be continued without the Consent of the said Freehold Tenants; And whereas the said Disputes and Matters in Difference have occasioned several Suits, both in Law and Equity, between the said *Maurice Conyers* and his Under-tenants, and Persons claiming under him and the said Freehold Tenants, and their Under-tenants, and Persons claiming under them; Now for determining and finally adjusting the said Disputes, and all matters in Difference between the said Parties, and for allotting and ascertaining the respective Rights and Interest of the said Lord and Freehold Tenants in or to the Premises, and in and to all future Approvements to be made on the Waste of the said Manor; and in order to prevent, as far as possible, the like Disputes and Differences for the future; the Parties before-mentioned, Have by Consent and Agreement between themselves, divided and thrown all the said Messuages, Shops, and Buildings in Dispute, into Three Lots, particularly mentioned and set forth in the Second Schedule to these Presents annexed, and severally marked and distinguished with the Letters (A, B, and C); and have mutually consented and agreed, that the Houses and Premises described in Two of the said Lots to be determined by Drawing, should belong to the said *Maurice Conyers*, his Heirs and Assigns, freed and discharged from all Rights, Interests, Properties, Claims, and Demands of the said Freehold Tenants, and every of them severally and respectfully, and of their several and respective Heirs and Assigns, for ever, on any Account whatsoever; and that the said Houses and Premises described

in the other of the said Lots to be determined in the like manner, should belong to the Freehold Tenants, their Heirs and Assigns, freed and discharged from all Claims and Demands of the said *Maurice Conyers*, his Heirs and Assigns, for ever, on any Account whatsoever; and the said Three Lots having been drawn, the said Lot marked (B) was drawn, and fell to the Share of the Freehold Tenants; and the said Lots marked (A and C) were drawn, and fell to the share of the said *Maurice Conyers*.

SECONDLY, *In Consequence* of the Premises, it is agreed between the Parties hereto, and the said *Maurice Conyers* for himself, his Heirs, Executors, Administrators, and Assigns, doth covenant, promise, grant, and agree to and with the said Freehold Tenants, whose Hands and Seals are hereunto set jointly and severally, and their respective Heirs and Assigns, and with each of them, that he the said *Maurice Conyers*, his Heirs or Assigns, and all and every Person or Persons seized or possessed of or in all or any Part of the said Premises, to or for his Use, or in Trust for him, shall and will, on or before the twenty-fifth Day of *February* next ensuing the Date hereof, by good and valid Conveyances in the Law, in such Manner and Form as the said Freehold Tenants by their Council, learned in the Law, shall reasonably advise and require, well and effectually convey and assure, or cause or procure to be conveyed and assured, to *Elfred Staples* of the *Middle Temple*, Esquire, *George Weller* of the same, Esquire, and *William Osman*, of *Eastgrinstead*, in the County of *Sussex*, Gentleman, their Heirs and Assigns, to the Use of them the said *Elfred Staples*, *George Weller* and *William Osman*, their Heirs and Assigns, *In Trust* for the Freehold Tenants, their Heirs and Assigns, to be divided between them, in Proportion to the annual Value of their several and respective Freehold Tenements held of the said Manor of *Rusthall*, free from all Incumbrances whatsoever,

had, made, done, committed, or suffered by the said *Maurice Conyers*, or any Person or Persons claiming under him, (*Except* the Leases hereafter mentioned) All that Messuage or Tenement situate, lying and being on *Tunbridge-Wells Walks*, abutting South on the Passage called *Friend's-Passage*, with the Yards and void Grounds thereunto belonging, now in the Tenure or Occupation of *William Vandernan*, containing in Front next the Walks Eighty-one Feet Nine Inches, and in Depth from East to West at the North End Forty-five Feet, and containing on the West Side the several Dimensions following, that is to say, from North to South Fourteen Feet, then returns from East to West Seven Feet Two Inches, then runs from North to South Forty-four Feet, and returns from West to East Six Feet Nine Inches, then runs from North to South Sixteen Feet, and is in Depth from East to West at the South End Forty-seven Feet, and in the upper Stories thereof the same projecteth and runs over the said Passage called *Friend's-Passage*, in Front next the Walks, Four Feet, and in Depth from East to West Thirteen Feet, as the same are now inclosed and particularly described in the Plan hereunto annexed; which said Messuage and Premises are described in the said Lot marked (B) by the Name or Description of *Vandernan*, and which said Messuage and Premises are in Lease to the said *William Vandernan* for the Term of Eleven Years, commencing from the Feast Day of *Saint Bartholomew*, which was in the Year of our Lord One thousand Seven hundred and Thirty-three, at the several Rents of Fifty-eight Pounds, and One hundred and Thirty Pounds yearly; *And also* all that Messuage or Tenement next-adjointing to the last-mentioned Messuage, now in the Tenure or Occupation of *Paul Daniel Chenevix*, containing in Front next the Walks Fifteen Feet, and in Depth from East to West Nineteen Feet, as the same is particularly described in the Plan hereunto annexed; and which said Messuage is described in the said Lot

marked (B) by the Name or Description of *Chenevix*, and which said last-mentioned Messuage and Premises was, by Indenture of Lease bearing Date the Twelfth Day of *February* One thousand Seven hundred and Twenty-four, let and demised to *Samuel Rose* and his Assigns, for the Term of One-and-twenty Years, from the Feast of *Saint Michael the Archangel*, which was in the Year One thousand Seven hundred and Twenty-three, at the yearly Rent of Eight Pounds; *And also* all that Messuage or Tenement next adjoining to the last-mentioned Messuage, together with the Yard or void Ground, and Back-house thereunto belonging, commonly called and known by the Name of *Smith's Coffee-house*, now in the Tenure or Occupation of *Charles Gillart* and *Joseph Craswell*, their Under-tenants or Assigns, containing in Front next the Walks Twenty-eight Feet Six Inches, and in Depth from East to West on the North side Fifty Feet, and in Breadth from North to South on the West Side Fifty-nine Feet, and contains on the South Side the several Dimensions following; that is to say, from East to West Nineteen Feet, then returns from North to South Fifteen Feet, and then runs from East to West Twenty-six Feet, then returns from North to South Fourteen Feet, and then runs from East to West Ten Feet Six Inches, as the same is now inclosed and particularly described in the Plan hereunto annexed; and which said Messuages and Premises are Part of the Premises described in the said Lot marked (B) by the several Names or Descriptions of *Craswell* and *Gillart*; *And also* all those Four Messuages or Tenements next adjoining to the last-mentioned Messuage, now or late in the several Tenures or Occupations of *Charles Gillart*, *Elizabeth Cook*, *John Wills*, and *Joseph Fox*, containing in Front next the Walks Fifty-five Feet Nine Inches, and in Depth from East to West Fourteen Feet, as the same are particularly described in the Plan hereunto annexed, and which said Messuages are Part of the Premises described in the

said Lot marked (B) by the Names or Description of *Gillart*, *Cook*, and *Wills*; *And also* all that vacant Piece of Ground, lying behind the Four last-mentioned Messuages, containing in Depth from East to West at the North End Twenty-seven Feet Nine Inches, and in Length from North to South on the West Side Sixty-two Feet Two Inches, and in Depth from East to West at the South End Twenty-seven Feet, as the same is particularly described in the Plan hereunto annexed, which is the Piece of Ground described in the said Lot marked (B) by the Expressions, Improvements, by building behind; *And also* all that Messuage or Tenement next adjoining to the Four last-mentioned Messuages and vacant Pieces of Ground, with the Yard or void Grounds thereunto belonging, commonly called or known by the Name of the *Flathouse*, now in the Tenure or Occupation of *Jeffery Fullaway*, his Under-tenants or Assigns, containing in Front next the Walks Forty-five Feet Nine Inches, and in Depth from East to West on the North Side Forty-Six Feet Six Inches, and in Length from North to South on the West Side Forty-six Feet Six Inches, and in Depth from East to West on the South Side Fifty-one Feet Seven Inches, and which, in the upper Stories thereof, projects or runs over the public Passage on the North Side thereof, called the *Flathouse-Passage*, in Front next the Walks Seven Feet Six Inches, and in Depth from East to West Forty-three Feet, as the same are now inclosed and particularly described in the Plan hereunto annexed, and which said Messuage is described in the said Lot marked (B) by the Name or Description of the *Flathouse*; and which said last-mentioned Messuage and Premises are now let at the yearly Rent of Eighty-seven Pounds, of which Twenty-five Pounds *per Annum* has been paid to Doctor *John Brett*, and Thirty-one Pounds *per Annum* to *Henry Turner*; *And also* all that Messuage or Tenement situate and standing on the East Side of the upper Walk, over-against the last mentioned Messuage, now or late in

the several Tenures or Occupations of *Murphy* and *Mary Hillhouse*, containing in Front on the West Side next the said Walk Twenty-three Feet Six Inches, and in Depth from West to East Eight Feet Three Inches, as the same is particularly described in the Plan hereunto annexed, and which said Messuage is described in the Lot marked (B) by the Name or Description of *Hillhouse* and *Murphy*; *And also* all that Messuage or Tenement near adjoining on the South of the last-mentioned Messuage, and situate on the Eastern Side of the said upper Walk, now in the Tenure or Occupation of *Evan Hughes*, containing in Front on the West Side next the said Walk Fifteen Feet, and in Depth from West to East Eight Feet Eight Inches, as the same is particularly described in the Plan hereunto annexed, and which said Messuage is described in the Lot marked (B) by the Name or Description of *Hughes*; which said Messuages, Shops, and Buildings, are the Messuages, Shops, and Buildings described, or meant or intended to be described, in the said Lot marked (B), and in or to the Ground whereon they or any of them are situate; *Together* with all and singular the Buildings, Sheds, Yards, Gardens, Backsides, Ways, Passages, Lights, Easements, Profits, Commodities, Emoluments, Advantages, and Appurtenances whatsoever, to the said Messuages, Shops, and Buildings, and every or any of them, belonging, used or enjoyed, accepted or taken as Part, Parcel or Member thereof; and all the Right, Title, Property, Interest, Claim, and Demand of him the said *Maurice Conyers*, his Heirs and Assigns, of, in or to the same; *And also* that he the said *Maurice Conyers*, shall and will, immediately upon executing such Conveyances, deliver unto the said *Elfred Staples*, *George Weller*, and *William Osman*, quiet and peaceable Possession of all and singular the Messuages, Shops, and Buildings, with their Appurtenances herein before-mentioned to be contained in the said Lot (B), and all and every the Deeds, Evidences, Writings,

Counterparts of Leases, Escripts and Minuments whatsoever, touching or concerning all or any of the said Messuages, Lands, Tenements, Hereditaments, and Premises, or any Part thereof, herein before-mentioned to be contained in the said Lot (B), only and true Copies, at their Expence, of all such other as concern the said Premises in the said Lot (B) jointly with any other of the said Premises in the said (Lots A and C), and not any other Lands, Tenements, or Hereditaments, which he the said *Maurice Conyers*, or any other Person or Persons in Trust for him, have or hath in his or their Custody, or which he the said *Maurice Conyers* can or may come by, without Suit in Law or Equity: *And* the said *Maurice Conyers*, for himself, his Heirs, Executors, Administrators, and Assigns, *Doth further* covenant, promise, and agree to and with the said Freehold Tenants jointly and severally, and their respective Heirs and Assigns, and with each of them, That he the said *Maurice Conyers*, his Heirs or Assigns, or some or One of them, shall and will from time to time, and at all times hereafter, upon reasonable Notice and Request to him or them given by the Freehold Tenants, at their Expence, produce or shew forth, or cause to be produced and shewed forth, in any Courts of Law or Equity or elsewhere, all and every the original Deeds, Evidences, and Writings in his or their Custody or Power, that concern the said Premises jointly as aforesaid, when and as often as there shall be Occasion to make use of them, for the Maintenance and Justification of the Title of the said Freehold Tenants, their respective Heirs or Assigns, in or to the said Premises, or any Part or Parcel thereof; *And* that he the said *Maurice Conyers*, his Heirs and Assigns, shall and will from time to time, and at all times hereafter, permit and suffer the said *Elfred Staples*, *George Weller*, and *William Osman*, and their Heirs and Assigns, to receive and take all the Rents, Issues, and Profits, which have or shall become due for the said Messuages,

Shops, and Buildings, herein before agreed to be conveyed to them, or any of them, at any time since the Twenty-fourth Day of *August*, One Thousand Seven hundred and Thirty-eight, and to hold and enjoy the same Messuages, Shops, and Buildings, with the Appurtenances, freed and discharged of and from the said *Maurice Conyers's* Right of Common and Estovers, without any Molestation or Interruption from or by the said *Maurice Conyers*, his Heirs or Assigns, or of any Person or Persons claiming, or to claim by, from, or under him.

THIRDLY, *Also* it is further agreed between the said Parties, and he the said *Maurice Conyers*, for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant, and agree to and with the said *Elfred Staples*, *George Weller*, and *William Osman*, That he the said *Maurice Conyers*, his Heirs, Executors or Administrators, shall and Will, on or before the said Twenty-fifth Day of *February*, pay or cause to be paid to *John Staples*, of the *Middle Temple*, Gentleman, in Trust to and for the Use of the said Freehold Tenants, the Sum of Nine hundred Pounds of lawful Money of *Great Britain*, in full of all Demands for Arrears of Rent, for all or any of the said Messuages and Premises contained in the Lots (A, B, and C), or either of them, to the said Twenty-fourth Day of *August*, One thousand Seven hundred and Thirty-eight, and also in full of all Damages, Costs, and any other Demands of the said Freehold Tenants, any or either of them, against the said *Maurice Conyers*, or any or either of his Tenants, in respect of all or any of the said Suits or Matters in Difference, or on any other Account.

FOURTHLY, *Also* it is further agreed between the said Parties, and the said Freehold Tenants do hereby severally, and not jointly, or the One for the other of them, or for the Acts of the other, but each for himself, and for his own Acts, and for his respective Heirs, Executors, Administrators, and Assigns, *Doth*

covenant, promise, grant, and agree to and with the said *Maurice Conyers*, his Heirs and Assigns, that they the said Freehold Tenants, and all and every Person or Persons seized or possessed of or in all or any Part of the said Premises to or for their, any or either of their Use, or in Trust for them, any or either of them, shall and will severally and respectively, on or before the said Twenty-fifth Day of *February*, by good and valid Conveyances in the Law in such Manner and Form as the said *Maurice Conyers*, his Heirs or Assigns, by his or their Council, learned in the Law, shall reasonably advise or require, in like manner well and effectually release and assure, free from all Incumbrances whatsoever had, made, done, committed, or suffered by them respectively, or any Person or Persons claiming under them, (*Except* a Lease of the House called the *Union-house*, bearing Date the Twenty-eight Day of *May*, One thousand Six hundred and Fifty-two, made to *William Stace* of *Speldhurst*, Glover, at the Rent of Five Shillings a Year to the Lord, and One Penny a Year to every Freehold Tenant of the said Manor, which will expire at *Michaelmas*, One thousand Seven hundred and Fifty) *All* that Messuage or Tenement commonly called and known by the Name of the *Union-house*, now or late in the Tenure or Occupation of *Dorothy Luckhurst*, Widow, her Under-tenants or Assigns, with the Brewhouse, Stable, Yard, and other void Grounds thereunto belonging, containing in Breadth from East to West on the North Front thereof Eighty-six Feet, and in Length from North to South on the West Side thereof Sixty-nine Feet, and in Breadth from East to West at the South End thereof Sixty-Five Feet, and in Length from North to South on the East Side thereof One hundred and Twenty Feet Ten Inches, as the same are now inclosed and particularly described in the Plan hereunto annexed, and which said Messuages and Premises are described in the Lot marked (A) by the Name or Description of the *Union-*

house; And also all that Messuage or Tenement now or late in the Tenure or Occupation of *Elizabeth Thompson*, her Under-tenants or Assigns, being the most Southerly of the Tenements situate on the upper Walk, containing in Front on the Eastern Side next the said Walk Seventeen Feet Six Inches, and in Depth on the North Side thereof Thirty Feet, and on the South and West Sides thereof the several Dimensions following, that is to say, from East to West at the South End thereof Twenty Feet, then returns from South to North Three Feet Two Inches, then runs from East to West Three Feet Three Inches, and returns again from South to North Five Feet One Inch, then runs from East to West Seven Feet, and from South to North Eight Feet Six Inches, as the same is particularly described in the Plan hereunto annexed, and which said Messuage or Tenement is described in the said Lot marked (A), by the Name or Description of *Thompson*; And also all that Messuage or Tenement next-adjointing to the said last-mentioned Messuage, heretofore in the Tenure or Occupation of *Benjamin Skinner*, and now in the Tenure or Occupation of *David Chapman*, his Under-tenants or Assigns, containing in Front next the Walks Thirty-four Feet Three Inches, and in Depth from East to West Thirty Feet, and in Breadth from South to North at the West End thereof Thirty-four Feet Seven Inches, as the same is particularly described in the Plan hereunto annexed, and which said Messuage and Premises is described in the said Lot marked (A), by the Name or Description of *Skinner*; And also all those Two Messuages or Tenements, with the Yards or void Grounds thereunto belonging, next adjoining to the last-mentioned Messuage, and now in the several Tenures or Occupations of *Richard Porter*, and *Mary Upton*, Widow, containing in Front next the Walks Forty-five Feet, and in Depth Forty-seven Feet Three Inches, as the same are now inclosed and particularly described in the Plan hereunto

annexed, and which said Messuages and Premises are Part of the Premises described in the said Lot marked (A), by the Name or Descriptions of *Porter* and *Upton*; And also all that Messuage or Tenement next adjoining to the last-mentioned Messuage, together with the Yard or void Ground thereunto belonging, commonly called or known by the Name of the *High-house*, now in the several Tenures or Occupations of *Benjamin Kendall*, the said *Mary Upton*, and *John Ketch*, their Under-tenants or Assigns, containing in Front next the Walks Forty Feet, and in Depth from East to West on the North Side Forty-eight Feet Eight Inches, and in Breadth at the West End Forty Feet, and in Depth from East to West on the South Side Forty-seven Feet Four Inches, as the same is now inclosed and particularly described in the Plan hereunto annexed; Part of which said Messuage and Premises was meant and intended to be described in the said Lot marked (A), by the several Names of *Kendall* and *Ketch*, and other Part thereof is Part of the Premises therein described by the Name or Description of *Upton*; And also all those Four Messuages or Tenements next adjoining to the last-mentioned Messuage, now in the several Tenures or Occupations of *George Hawkins*, *Catharine Conyers*, *Humphry Burroughs*, and *Mercy Waghorne*, their Under-tenants or Assigns, containing in Front next the Walks Fifty-seven Feet Six Inches, and in Depth from East to West Eleven Feet, and abutting at the North End upon a publick Way or Passage leading to the said Walks, commonly called and known by the Name of *Fullerway's-Passage*, as the same are now particularly described in the Plan hereunto annexed, and which said Four Messuages are described in the said Lot marked (A), by the Names or Descriptions of *Hawkins*, *Blibus*, *Burroughs*, and *Mercy Waghorne*; And also all that Messuage or Tenement situate behind or on the West Side of the Four last-mentioned Tenements, abutting on the said

publick Way called *Fullaway's-Passage* at the North End, and to the Waste on the West Side, together with the several Yards or void Grounds thereunto belonging, containing in Front from East to West at the North End next the said Passage Eight Feet, and then returns from North to South Seven Feet Six Inches, then runs from East to West in the Front Fifteen Feet Nine Inches, and returns on the West Side next the Waste Thirty-one Feet, then runs from East to West Thirteen Feet Three Inches, then returns from North to South Fifteen Feet Three Inches, and contains in Depth from East to West on the South Side adjoining to the fore-mentioned Messuage called the *High-house* Forty-two Feet, and is in Depth from North to South on the Eastern Side Fifty-one Feet Two Inches; *As also* all that other Messuage or Tenement situate on the North Side of the said publick Passage called *Fullaway's-Passage*, and containing in the Front on the South Side Nineteen Feet Eight Inches, and in Depth from North to South Fourteen Feet; *As also* all that Stable used with the said Messuage, containing in Length from North to South Thirty-eight Feet, and in Depth from East to West Fourteen Feet Three Inches, together with the Hog-cote adjoining to the said Stable at the South End containing Seven Feet in Breadth, and Fourteen Feet Six Inches in Length, both which Messuages or Tenements, Stable and Premises, are now in the Tenure or Occupation of *Jefferay Fullaway*, his Under-tenants or Assigns, and are particularly described in the Plan hereunto annexed, and are described in the said Lot marked (A), by the Name or Description of *Jefferay Fullaway*; *And also* all that Messuage or Tenement heretofore in the Tenure or Occupation of *Francis Bond*, and now in the Tenure or Occupation of *William Jones*, his Under-tenant or Assigns, abutting South on the said publick Passage called *Fullaway's-Passage*, and containing in Front next the Walks Fifty-three Feet Nine Inches, and in Depth

from East to West Eighteen Feet, and in Length from North to South on the West Side Fifty Feet, together with the Building over the said Passage containing in Front Thirteen Feet Ten Inches, as the same is particularly described in the Plan hereunto annexed, and which said Messuage is described in the Lot marked (A), by the Name or Description of *Bond's*; *And also* all that Messuage or Tenement situate behind or on the West Side of the last-mentioned Messuage, together with the Yards and void Grounds thereunto belonging, now in the Tenure or Occupation of *Robert Friend*, his Under-tenants or Assigns, containing in Length from North to South on the Eastern Side thereof next the said last-mentioned Messuage Forty-four Feet, and in Depth from East to West at the North End Thirty-four Feet Six Inches, and containing in the Front on the West the several Dimensions following, that is to say, from North to South Eight Feet, then it returns from West to East Eight Feet Six Inches, then runs from North to South Thirty-three Feet, then returns from East to West Twelve Feet, and then runs from North to South Seven Feet Four Inches, and is in Depth at the South End Thirty-four Feet, together with the Way or Passage leading to the same from the Walks, as the same is now inclosed and particularly described in the Plan hereunto annexed; *And also* all that Stable belonging to and used with the said Messuage or Tenement, containing in Length from North to South Twenty-five Feet, and in Depth from East to West Sixteen Feet, as the same are now inclosed and particularly described in the Plan hereunto annexed, and the same are described in the Lot marked (A), by the Name or Description of *Robert Friend*; *And also* all that Messuage or Tenement commonly called and known by the Name of the *Gloucester-Tavern*, situate, lying, and being on the Eastern Side of the lower Walk, now in the Tenure or Occupation of *Henry Ireland*, his Under-tenants or Assigns, containing

in Front on the Western Side next the Walks Thirty-two Feet Six Inches, and in Depth from West to East Thirty-eight Feet, and in Length from North to South on the Eastern Side Thirty-three Feet, as the same is particularly described in the Plan hereunto annexed, and which said Messuage is described in the Lot marked (A), by the Name or Description of the *Gloucester*; And also all that Messuage or Tenement next-adjoining to the said publick Passage called the *Flathouse-Passage*, with the Yards or void Grounds thereunto belonging, now in the Tenure or Occupation of *Edmund Wood*, his Under-tenants or Assigns, containing in the Front next the Walks Forty-three Feet two Inches, and in Depth from East to West at the North End Thirty-four Feet Three Inches, and in Breadth from North to South on the West Side Forty-eight Feet Five Inches, and in Depth from East to West at the South end Forty-three Feet, and which in the upper Stories thereof projects and runs over the publick Passage on the Northern Side of the said Messuage called *Wood's-Passage*, being in Front next the Walks Six Feet Six Inches, and in Depth from East to West Thirty-four Feet, as the same are now inclosed, and particularly described in the Plan hereunto annexed, and which said Messuage is described in the Lot marked (C), by the Name or Description of *Wood's*; And also all that other Messuage or Tenement next adjoining to the said last-mentioned Messuage, with the Yards or void Grounds thereunto belonging, now in the Tenure or Occupation of *Matthew Ball* and *Humphry Jones*, containing in Front next the Walks Nineteen Feet Six Inches, and in Depth from South to North on the East Side Thirty Feet, and in Length from East to West on the North Side Twenty-two Feet, and in Depth from North to South on the West or South-west Side next *Wood's Passage* Thirty-three Feet, as the same are now inclosed and particularly described in the Plan hereunto annexed, and which said Messuage is

described in the said Lot marked (C), by the Name or Description of *Jones*; And also all that Messuage or Tenement next adjoining to the last-mentioned Messuage, together with the Yard or void Ground thereunto belonging, now in the Tenure or Occupation of *Edward Morley* and *Rose*, their Under-tenants or Assigns, containing in the Front next the Walks near the Well Twenty Feet, and in Depth from North to South in that Part next-adjoining to *Dippers' Hall* Eight Feet Six Inches, and running from West to East on the Back of *Dippers' Hall* Sixteen Feet Three Inches, and containing on the East and North Sides thereof, which abut on the Waste, the several Dimensions following; that is to say, from South to North at the East End thereof Eleven Feet, then returns from East to West Eight Feet Three Inches, then runs from South to North Four Feet Two Inches, then returns again from East to West Four Feet Ten Inches, then runs from South to North One Foot Nine Inches, and returns from East to West Twenty-eight Feet Three Inches, and is in Depth at the West End from North to South Thirty Feet, as the same is now inclosed and particularly described in the Plan hereunto annexed, and which said Messuage is described in the Lot marked (C), by the Name or Description of *Morley*; And also all that Messuage or Tenement being a Smith's Shop or Forge, with the Dwelling-house and Hovel at the East End thereof, now in the Tenure or Occupation of *John Allerton*, containing in Length from East to West Forty-two Feet Four Inches, and in Depth from North to South Sixteen Feet, as the same is now particularly described in the Plan hereunto annexed, and which said Messuage is Part of the Premises described in the Lot marked (C), by the Name or Description of *Forges*; And also all that Smith's Shop or Forge now in the Tenure or Occupation of *Charles Bodle*, containing in Length from East to West Twenty-nine Feet, and in Depth from North to South at the East End Thirteen Feet

Nine Inches, and at the West End Nineteen Feet, as the same is now particularly described in the Plan hereunto annexed, and which said Shop is part of the Premises described in the said Lot marked (C), by the Name or Description of *Forges*; *And also* all those Messuages or Tenements adjoining on the East Side of the medicinal Well, with the Yard or void Ground thereunto belonging, which said Tenements are commonly known and called by the Name of the *Triangular*, now in the several Tenures or Occupations of *Thomas Caigow*, *Martin Upton*, and *John Bur*, their Under-tenants or Assigns, containing in Front next the Passage leading from the Walks to the Chapel Fifty Feet, and in Depth from South to North on the West Side next the Wells Thirty-seven Feet, and containing on the North and East Sides the several Dimensions following; that is to say, from West to East Eleven Feet Six Inches, then returns from South to North Six Feet Four Inches, then runs from West to East Sixteen Feet, and returns again from North to South Fifteen Feet Six Inches, then runs from West to East Seven Feet, and returns again at the East End next the Road to the Chapel Bridge from North to South Nineteen Feet Six Inches, as the same is now inclosed and particularly described in the Plan hereunto annexed, and which said Tenements are described in the Lot marked (C), by the Name or Description of *Triangular*; *And also* all that Messuage or Shop near adjoining on the other Side of the forementioned Road, being the most Eastern of the Tenements on the North Side of the said Passage, now in the Tenure or Occupation of *Thomas Muddle*, containing in Front next the said Passage to the Chapel Thirteen Feet, and in Depth on the West Side next the Road Eight Feet, and in Breadth at the North End Four Feet Six Inches, and in Length from North to South on the East Side Eleven Feet, as the same is now particularly described in the Plan hereunto annexed, and which said Messuage is described

in the Lot marked (C), by the Name or Description of *Muddle*; *And also* all that Messuage or Tenement situate over-against the last-mentioned Messuage on the South Side of the said Passage, and adjoining to the Chapel Bridge on the West, now in the several Tenures or Occupations of *William Allen* and *Edward Farrett*, containing in Front next the said Passage from West to East Twelve Feet, and from South to North Eleven Feet Six Inches, and in Depth at the North End from West to East Ten Feet, and on the East Side from North to South Twenty-five Feet, and in Breadth at the South End Twenty-two Feet, and in Depth on the West Side next the said Bridge Sixteen Feet Three Inches, as the same is now particularly described in the Plan hereunto annexed, and which said Tenements are described in the Lot marked (C), by the Names or Descriptions of *Allen* and *Farrett*; *And also* all that Messuage or Tenement situate over-against the last-mentioned Messuage on the West Side of the Chapel Bridge, heretofore in the Tenure or Occupation of *Philip Scal*, and now in the Tenure or Occupation of *George Wheeler*, his Under-tenants or Assigns, containing in Front at the North End next the said Passage to the Chapel Ten Feet Nine Inches, and in Depth on the East Side next the said Bridge Nineteen Feet Eight Inches, and in Breadth at the South End next the Brook Eleven Feet, and in Depth on the West Side Twenty Feet, as the same is now particularly described in the Plan hereunto annexed, and which said Messuage is Part of the Premises intended to be described in the said Lot marked (C), by the Name or Description of *Philip Scal* near the Bridge; *And also* all that Messuage or Tenement next adjoining to the last-mentioned Messuage, together with the Yard or void Ground thereunto belonging, heretofore in the Tenure or Occupation of *William Worrall*, and now in the Tenure or Occupation of *John Swan*, containing in Front next the said Passage Fifty-three Feet, and in

Depth from North to South at the East End Twenty-five Feet, and in Length from East to West on the South Side next *Hilder's* Passing-houses Fifty-one Feet, and in Depth from North to South at the West End Eighteen Feet, as the same is now inclosed and particularly described in the Plan hereunto annexed, and which said Messuage is described in the Lot marked (C), by the Name or Description of *Worrall*; And also all that Messuage or Tenement next adjoining to the last-mentioned Messuage, heretofore in the Tenure or Occupation of *Ann Emmes*, and now in the Tenure or Occupation of *Richard Bishop*, containing in Front Ten Feet Four Inches, and in Depth from North to South on the East Side Eighteen Feet, and in Breadth at the South End the several Dimensions following; that is to say, from East to West Three Feet, then returns from North to South Two Feet, then runs from East to West Four Feet, and returns again from South to North Two Feet Six Inches, then runs from East to West Two Feet, and is in Depth on the West Side Sixteen Feet Two Inches, as the same is now particularly described in the Plan hereunto annexed, and which Messuage is described in the Lot marked (C), by the Name or Description of *Ann Emmes*; And also all that Messuage or Tenement situate behind the Two last-mentioned Messuages, now in the Tenure or Occupation of *Walter Hilder*, containing in Front on the West Side Twenty-seven Feet, and in Depth from West to East at the South End Eighteen Feet Eight Inches, and in Length on the East Side Twenty-three Feet Six Inches, and in Depth at the North End Twenty-two Feet; And also all that Stable and Hog-court used with the said Messuage, containing in Length from East to West in the longest Part Twenty-nine Feet, and in Breadth from North to South in the widest Part Nineteen Feet, with the several Breaks as particularly described in the Plan hereunto annexed, and which said Messuage and Stable are described in the Lot marked (C), by

the Name and Description of *Walter Hilder*; And also all those Three Messuages or Tenements situate and standing on the South Side of the Market-place against the Dial near the Well, now in the several Tenures or Occupations of *Richard Fry*, *David Chapman*, and *Jackson*, their Under-tenants or Assigns, Together with the Yard or void Ground thereunto belonging, containing in Front next the said Market and Dial Twenty-seven Feet Six Inches, and in Front on the East Side Thirty-seven Feet, and in breadth from East to West at the South End Thirty-two Feet Six Inches, and in Depth from North to South on the West Side Thirty-seven Feet, as the same is now inclosed and particularly described in the Plan hereunto annexed, and which said Messuages are described in the Lot marked (C), by the several Names or Descriptions of *Morley*, *Richard Fry*, and *David Chapman*; And also all those Two Messuages or Tenements next adjoining to the said Three last-mentioned Messuages, now in the several Tenures or Occupations of *William Budgen* and *Robert Wright*, containing in Front next the said Market-place Twenty-six Feet Six Inches, and in Depth from North to South Twenty-six Feet, and in Breadth at the South End Nineteen Feet Three Inches, as the same are now particularly described in the Plan hereunto annexed, and which said Messuages are described in the Lot marked (C), by the several Names and Descriptions of *William Budgen* and *Robert Wright*; And also all that Messuage or Tenement next adjoining to the said Two last-mentioned Messuages, now in the Tenure or Occupation of *William Ashdown*, containing in Front next the lower Walk Fifteen Feet Six Inches, and in Depth on the North-east Side Nineteen Feet, and in Depth on the South-west Side Twelve Feet, and then returns from East to West Four Feet Six Inches, and runs deeper on the said South-west Side Six Feet Nine Inches, and is in Breadth at the South-east End

Eighteen Feet Ten Inches, as the same is now particularly described in the Plan hereunto annexed, and which said Messuage is described in the Lot marked (C), by the Name or Description of *William Ashdown*; And also all that Messuage or Tenement near adjoining to the said last-mentioned Messuage, situate on the East Side of the lower Walk, now in the Tenure or Occupation of *Joseph Pullen*, containing in Front next the said Walk Eight Feet Nine Inches, and in Depth from West to East Eleven Feet Seven Inches, as the same is now particularly described in the Plan hereunto annexed, and which said Messuage is described in the Lot marked (C), by the Name or Description of *Pullen*, Butcher; And also all that Messuage or Tenement next adjoining to the said last-mentioned Messuage, now in the Tenure or Occupation of *Thomas Bengc*, containing in Front next the lower Walk Nine Feet Four Inches, and in Depth from West to East Twenty-seven Feet, as the same is now particularly described in the Plan hereunto annexed, and which said Messuage is described in the Lot marked (C), by the Name or Description of *Thomas Bengc*; And also all those Two Messuages or Tenements next adjoining to the last-mentioned Messuage, now in the several Tenures or Occupations of *John Latter* and *Richard Bishop*, senior, containing in Front next the lower Walk Twenty-one Feet Three Inches, and in Depth from West to East Eleven Feet Six Inches, as the same is now particularly described in the Plan hereunto annexed, and which said Messuages are described in the Lot marked (C), by the several Names or Descriptions of *John Wool* and *Richard Bishop*; And also all that Messuage or Tenement next adjoining to the Two last-mentioned Messuages, heretofore in the Tenure or Occupation of *Dorothy Neale*, and now in the Tenure or Occupation of *Mary Witts*, with the Yard or void Ground thereunto belonging, containing in Front next the lower Walk Twenty Feet, and in Front on the South Side

next the Market-place called the *Fish-Market* Forty-four Feet, and in Depth at the East End Twenty-three Feet Three Inches, and in Length from East to West on the North Side Thirty-one Feet Six Inches, and then returns from North to South Three Feet, and returns again from East to West on the said North Side Twelve Feet Six Inches, as the same is now particularly described in the Plan hereunto annexed, and which said Messuage is described in the Lot marked (C), by the Name or Description of *Dorothy Neale*; And also all that Messuage or Tenement situate behind the said last-mentioned Messuage, now in the Tenure or Occupation of *Richard Bishop*, senior, containing in Length from North to South Thirty-three Feet, and in Depth from East to West Fourteen Feet, as the same is now particularly described in the Plan hereunto annexed, and which said Messuage is described in the Lot marked (C), by the Name or Description of *Richard Bishop*; And also all that open Space or void Ground commonly called and known by the Name of the *Fish-Market*, as the same is described in the Plan hereunto annexed, and which said Market-place is described in the Lot marked (C), by the Name or Description of the *Market-place*, with all Profits incident thereunto; And also all those Three Messuages or Tenements adjoining on the South Side of the said Market-place, commonly called and known by the Name of the *Fish-Market*, now in the several Tenures or Occupations of *John Chalkhill*, *Richard Newnham*, and *Isaac Jennings*, containing in Front from East to West on the North Side next the said Market-place Forty-eight Feet Six Inches, and in Front from North to South on the West Side next the lower Walk Thirty-three Feet Two Inches, and in Depth from West to East next the *Gloucester Tavern* Thirty-eight Feet, and then returns from South to North Six Feet, and then runs farther from West to East Eleven Feet Three Inches, and is in Breadth at the East End Twenty-five Feet Three Inches, as the

same are now particularly described in the Plan hereunto annexed, and which said Messuages are described in the Lot marked (C), by the several Names or Descriptions of *Isaac Jennings*, *Richard Newnham*, and *John Chalkhill*; And also all those Two Shops under the publick Musick gallery, situate on the East Side of the upper Walk, now or late in the Tenure or Occupation of *Mary Brooker* and *Bridget Byne*, containing in Front next the said Walk Twenty Feet, and in Depth Six Feet Seven Inches, as the same are particularly described in the Plan hereunto annexed, and which said Shops are described in the Lot marked (C), by the Name and Description of *Brooker* and *Byne*; And also all that Messuage or Tenement situate, standing, and being at the South End of the upper Walk, now in the Tenure or Occupation of *John Loggin*, containing in Front next the said Walk Fourteen Feet Two Inches, and in Depth Eight Feet Two Inches, as the same is now particularly described in the Plan hereunto annexed, and which said Messuage is described in the Lot marked (C), by the Name or Description of *Loggin*, which said Messuages, Shops, and Buildings, are the Messuages, Shops, and Buildings described, or meant or intended to be described in the Lots marked (A) and (C), and in or to the Ground whereon they, or any of them, are situate; Together with all and singular the Buildings, Sheds, Yards, Gardens, Backsides, Ways, Passages, Lights, Easements, Profits, Commodities, Emoluments, Advantages, and Appurtenances to the said Messuages, Shops, and Buildings, and every or any of them belonging, used, or enjoyed, accepted or taken as Part, Parcel, or Member thereof, and all the Right, Title, Property, Interest, Claim, and Demand of them the said Freehold Tenants, Parties hereunto severally and respectively, and of their several and respective Heirs and Assigns of, in, or to the same; And that they the said Freehold Tenants Parties hereto, their Heirs and Assigns, shall and will from

time to time, and at all times hereafter, permit and suffer the said *Maurice Conyers*, his Heirs and Assigns, to receive and take all the Rents, Issues, and Profits, which have or shall become due for the said Messuages, Shops, and Buildings herein before-mentioned in the said Lots (A) and (C), at any time since the said Twenty-fourth Day of *August*, One thousand Seven hundred and Thirty-eight; And to hold and enjoy the same Messuages, Shops, and Buildings, with their Appurtenances, freed and discharged of and from the said Freehold Tenants said Right of Common and Eastovers, without any Molestation or Interruption from or by the said Freehold Tenants, any or either of them, their, any or either of their Heirs or Assigns, or of any Person or Persons claiming or to claim by, from, or under them or any of them; And that the said *William Camfield*, *Philip Scale*, *John Wool*, and *Richard Fry*, and the rest of the Freehold Tenants, shall and will, on or before the said Twenty-fifth Day of *February*, respectively deliver quiet and peaceable Possession to the said *Maurice Conyers*, his Heirs or Assigns, of such of the said several Messuages or Shops herein before-mentioned to be contained in the said Lots (A) and (C), as are in their respective Occupations or Possessions.

FIFTHLY, Also it is further agreed between the said Parties, That the said *Maurice Conyers*, his Heirs and Assigns, and the said several Freehold Tenants Parties hereto, and their respective Heirs and Assigns, shall and will from time to time, and at all times for ever hereafter, permit and suffer the said medicinal Springs or Wells of Water called *Tunbridge-Wells*, the Place or Shed near the said Springs or Wells called *Dippers' Hall*, and the Walks called *Tunbridge-Wells Walks*, and all Ways, Passages, and open Pieces of Ground, Part of the said Premises or leading thereto, which are particularly set forth and distinguished in the Plan of the Premises hereto annexed, to remain always open and free for the publick Use and Benefit

of the Nobility and Gentry, and other Persons resorting to or frequenting *Tunbridge Wells* in the manner the same now are or lately have been used; *And* that they the said *Maurice Conyers*, his Heirs and Assigns, and the Freehold Tenants, their Heirs and Assigns, shall and will from time to time join and concur in doing all such Acts and Things as shall be necessary for preserving and keeping the same open and free, according to the true Intent and Meaning of this Agreement.

SIXTHLY, *Also* it is further agreed between the said Parties hereto, That the said *Maurice Conyers*, his Heirs or Assigns, or the said Freehold Tenants, or their respective Heirs or Assigns, or any Owner or Occupier for the Time being, of any of the said Messuages, Tenements, Shops, Buildings, or Premises before-mentioned, or any Part thereof, shall not at any Time hereafter build or cause to be built any Messuage, Tenement, Shop, or other Building whatsoever on any Part of the Premises before-mentioned, not now built upon (except as herein after is mentioned); nor shall extend or enlarge, or cause or suffer to be extended or enlarged, any of the present Foundations of any of the Messuages, Tenements, Shops, or Buildings now erected in any manner whatsoever (save as herein after is mentioned); but when any of the said Messuages, Tenements, Shops, or Buildings, shall be rebuilt or repaired, the same shall be rebuilt or repaired upon the same Foundations, and of the same Extent and Dimensions with the present: *And* in order to ascertain the Extent and Dimensions of the said Messuages, Tenements, Shops, and Buildings, *It is hereby* declared and agreed, That the Ground Plan or Survey of the Premises, and of the said Messuages, Tenements, Shops, and Buildings contained and set forth in the Third Schedule hereunto annexed, hath been made and prepared by Two Surveyors, one of which was appointed by the said *Maurice Conyers*, and the other by or on the Behalf of the said Freehold Tenants,

which Plan or Survey the Parties hereto do hereby declare and agree to be a true and exact Plan and Survey thereof: *And* it is hereby further agreed, That all Questions and Disputes that may hereafter arise in relation to the Extent of the old Foundations, or any other Matter ascertained by such Plan or Survey, shall be regulated by the Evidence arising from such Plan or Survey: *And* it is hereby declared and agreed, That it shall and may be lawful to and for the said *Maurice Conyers*, his Heirs and Assigns, and the Freehold Tenants, their Heirs or Assigns, or any or either of them, at his and their Wills and Pleasures, to pull down and demolish all such additional Buildings as shall at any time hereafter be built on such new or enlarged Foundations, contrary to the true Intent and Meaning of this Agreement.

SEVENTHLY, *Also* it is hereby further agreed, That all the Messuages or Tenements, and Premises contained in the said Lots (A, B, and C), are herein before described according to the Measures and Dimensions of their respective Groundplots only: *But is nevertheless* declared and agreed to be the true Intent and Meaning of the Parties hereto, That the said Messuages and Buildings may be built or made upon Pillars, so as to project or jut over in the upper Part or Stories, according to the respective Dimensions for that Purpose expressed by the pricked or dotted red Lines in the Plan hereunto annexed; *And also* that the Ground, which in the annexed Plan is included within the dotted Line, marked with the Letters (a, b, d, g, h), and the back Front of the Buildings, beginning at the South End at the Messuage in the Possession of *Elizabeth Thompson*, and ending at the Bridge next the Chapel, may be inclosed with Rails or Pales, and made to serve for Courts or Yards to the respective Premises, before which the same doth respectively lie: *And also* it is further agreed, by and between the Parties hereto, That notwithstanding any thing herein before-mentioned, it shall and may be lawful to and

for the said Freehold Tenants, their Heirs and Assigns, and any Person or Persons claiming under them, to build or cause to be built One or more Messuages or Tenements, Shops or other Buildings whatsoever, upon the vacant Piece or Parcel of Ground now unbuilt upon, lying and being behind and abutting East to the said Messuages or Shops, in the Tenures or Occupations of the said *John Wills, Joseph Fox, Elizabeth Cook, Charles Gillart, and Christopher Pinchbecke*, and North to the said Messuage or Tenement, in the Occupation of *Jeffrey Fullaway*, called the *Flathouse*, and South to the Messuage or Tenement in the Occupation of *Charles Gillart*, formerly known by the Name of *Smith's Coffee-house*, which said vacant Piece of Ground is particularly mentioned and described in the annexed Plan or Survey, or instead thereof, at their Wills or Pleasures, to extend or enlarge the Foundations of the last before-mentioned Messuages, Shops, and other Buildings, or any of them, in the manner they shall think proper, so far only as to cover the said Piece of Ground, so as the said Back or West Front of such new or additional Building or Buildings range with the Back or West Front of the said Messuage, called the *Flathouse*, and of *Gillart's Coffee-house*, formerly, as aforesaid, called *Smith's Coffee-house*: *And it is hereby agreed*, That such additional Buildings or Improvements shall not be liable to be pulled down or demolished; any thing herein contained to the contrary notwithstanding.

EIGHTLY, *Also* it is further agreed, by and between the Parties hereto, That no other Part of the Wastes of the said Manor of *Rusthall* shall at any time hereafter be inclosed or built upon, unless by the mutual Consent of the Lord of the said Manor for the Time being, and of the greater Part in Number of the Freehold Tenants of the said Manor, having also the greater Part in value of the Freehold Tenements held of the said Manor, under their Hands and Seals first had and obtained for that Purpose; and in case of any

Improvements and Inclosure, by such Consents as aforesaid, *It is hereby agreed*, That the same and all Profits and Advantages arising therefrom, shall belong to and be divided in the following Proportions; *videlicet*, Two Thirds thereof shall belong to the Lord of the said Manor, and his Heirs and Assigns, and the other Third shall belong to the Freehold Tenants of the said Manor, their Heirs and Assigns, to be divided amongst them in proportion to the annual Value of the Freehold Tenants held of the said Manor, which they shall be respectively seized of at the time of such Consent as aforesaid.

NINTHLY, *Also* it is further agreed, by and between the Parties to these Presents, That the Right Honourable the Lord *Abergavenny*, his Heirs and Assigns, and his and their Under-tenants, shall have free Liberty to erect and build, support and maintain for ever, at his and their own Expence, a covered Way from the Upper-walk, to the great Rooms of the Lord *Abergavenny*, in the Occupation of *John Todd*, without paying any thing for erecting, building, or continuing the same, so as that such covered Way, do not exceed the Dimensions in the annexed Plan, for that Purpose expressed; and so as no Shop, Room, or House, be at any time built or made under or over such covered Way, on any Account whatsoever; and so as a proper Passage be left for Coaches and Carriages to pass under the same; any thing herein before contained to the contrary notwithstanding; *And it is hereby further* declared and agreed, by and between all the Parties hereto, That the boundary Line, marked and described in the annexed Plan, is, so far as the same extends, the true boundary Line, which parts and divides the said Manor of the said *Maurice Conyers* from the Manor and Lands of the said Lord *Abergavenny*: *And it is hereby* agreed, That the said Lord *Abergavenny*, his Heirs and Assigns, and his and their Under-tenants, shall have free Liberty to set up and support rails, at the Distance of Ten

Feet, before Three of his Lordship's Houses in the annexed Plan, mentioned to be in the Possession of *John Todd* and *Elizabeth Latter*, Widow: *And also* to continue the Rails and Pales already set up, before another of his Lordship's Houses in the said Plan, mentioned to be in the Possession of *John Cook*, without paying any thing for setting up or continuing the same; so as that no Penthouse, Erection, Shop, Shed, and other Building, be at any time hereafter built, erected or suffered to stand or continue on or over any Part of the Ground to be included between any of the said Rails or Pales, and the said boundary Line, running before the Front of the said Lord *Abergavenny's* said Houses, any or either of them; and in case any such Shop, Shed, or other Building, shall at any time hereafter be built or erected, or suffered to stand or continue on or over any Part of the Ground so agreed to be railed, or under or over the said covered Way, in that Case it shall be lawful for any of the said Parties hereto, their Heirs or Assigns, to pull down and remove the same: *And it is hereby* declared and agreed, That the several Stairs or Steps, Benches or Penthouses, which project and jut out before all or any of the Houses or Premises belonging to the said Lord *Abergavenny*, over or beyond the said boundary Line, shall nevertheless be permitted to continue to project, jut over and stand in the same manner they now do, and as the same are expressed in the annexed Plan.

TENTHLY, *Also* it is further agreed, by and between the Parties hereto, That it shall and may be lawful to and for the said Parties hereto, or their respective Heirs or Assigns, Undertenant or Undertenants, now and at all times hereafter, to make or cause to be made any Sewers from any of the said respective Houses, Shops, and Buildings, erected or to be erected as aforesaid, to the Brook belonging to the said Lord *Abergavenny*, which divides *Kent* and *Sussex* in the annexed Plan or Survey mentioned; so as that by so doing they

do not annoy or injure any of the Messuages, Tenements, or other Buildings belonging to the said Lord *Abergavenny*, or any of the Parties to these Presents, and so as such Sewers do not in any respect injure or prejudice the said medicinal Springs or Wells of Water; to prevent which, it is hereby further agreed, That no Sewer shall be made nearer to the said Springs or Wells, than Thirty Feet.

ELEVENTHLY, *Also* it is hereby further agreed, by and between the Parties hereto, That no Necessary-house or Bog-house shall be made in any Part of the Premises before-mentioned; but that those that are now in being, shall continue; *And also* that no Cellar or Vault shall be made or sunk lower than the Level of the Cellars in the Messuage, in the Occupation of *Edmund Wood*, which Cellars are Six Feet One Inch lower than the Pavement of the Upper-Walk: *And* it is also hereby agreed, That in all future Buildings or Alterations to be made at any time, in any part of the Premises, by the Parties hereto, or any of them, their Heirs or Assigns, Care shall be taken not to prejudice or injure the said medicinal Springs or Wells of Water, or to interrupt or divert the same, in any manner whatsoever.

TWELFTHLY, *Also* it is hereby further agreed, by and between the Parties hereto, That the Passing-house or Bog-house in the Occupation of *Walter Hilder*, shall continue always to be made use of for the same Purpose, and in the same manner it is at present, and of late hath been used; and that the Musick-gallery over the Two Shops, in the Occupation of *Brooker* and *Bridget Byne*, shall continually be repaired and supported by the said *Maurice Conyers*, his Heirs and Assigns, or his or their Undertenant or Undertenants, and shall continue free and open for the Use of the Musick, in the manner it is at present used, without paying any thing for the same.

THIRTEENTHLY, *Also* it is hereby further agreed, by and between the Parties hereto, That no Person

shall be permitted to attend and follow the Employment of a Dipper of the said medicinal Waters, but such as shall be chosen by the Homage at the Courts Baron to be held for the said Manor, and approved by the Lord of the said Manor; in which Choice and Approbation, the Wives, Widows, and Daughters of Freehold Tenants of the said Manor, shall be preferred, and shall not exceed the Number of Twelve.

FOURTEENTHLY, *Also* it is hereby further agreed, by and between the Parties to these Presents, That the Freehold Tenants of the said Manor may take Marl, Stone, Sand, Loam, Gravel, or Clay, out of any of the Pits already opened, or which shall be opened by the Lord of the Manor, for his own Use, upon the Wastes of the said Manor, to be used upon their own Lands, not held of the said Manor, paying only half as much for the same as Strangers pay, *videlicet*, One Shilling and Three-pence for One hundred Load of Marl, Sixpence a Waggon Load of Stone, One Penny a Cart Load of Sand, One Penny a Cart Load for Loam, One Penny a Cart Load for Gravel, and One Penny a Load for Clay.

FIFTEENTHLY, *Also* it is hereby further agreed, by and between the Parties hereto, and they do hereby respectively for themselves, and for their respective Heirs and Assigns, consent and agree, That this their present Agreement shall be confirmed by Order or Decree of the High Court of Chancery, if the Lord Chancellor shall so think fit, and shall also be confirmed by an Act of Parliament, if the same can be obtained; and the said Parties hereto, and their respective Heirs and Assigns, shall do all such further Acts for the Purposes aforesaid, and for the more effectual carrying this Agreement into Execution, as shall be thought necessary, and advised by the Counsel of the Parties hereto: *And* it is agreed, That the Expence of confirming the said Agreement by Decree and Act of Parliament, and of carrying the same into Execution as aforesaid, and of the making the said Plan or Survey,

and the Deeds and Conveyances before-mentioned, shall be borne, one half by the said *Maurice Conyers* and the other half by the Freehold Tenants.

SIXTEENTHLY *and* LASTLY, *It is agreed* by and between the said Parties hereto, That mutual general Releases shall be executed by the said *Maurice Conyers*, his Heirs, Executors, Administrators, and Assigns, and all claiming under him or them, to the said Freehold Tenants, and all claiming under them respectively, and by the said Freehold Tenants, their Heirs, Executors, Administrators, and Assigns, and all claiming under them respectively, to the said *Maurice Conyers*, and all claiming under him; which Releases shall not only extend to all Matters which now are, or have been in Dispute between the said Parties, but also to all other Cause and Causes of Action, Debts, Sums of Money, Judgments, Quarrels, Controversies, Trespasses, Damages, and Demands whatsoever, both in Law and in Equity, or otherwise howsoever, for or by reason or means of any Act, Matter, Cause or Thing, to the Day next before the Day of the Date of these Presents (save and except that such Releases shall not extend, or be construed to extend to release or extinguish all or any of the Quit-rents or Services, by which the said Freehold Tenants respectively hold their respective Freeholds of the said Manor, which have grown due since the Twenty-fourth Day of *August* One thousand Seven hundred and Thirty-eight, or to release or discharge such of the said Freehold Tenants as are in Possession of any Part of the Houses or Premises, comprized in the said Lots marked (A and C), from paying to the said *Maurice Conyers*, the Rent which hath grown due for the same, since the Twenty-fourth Day of *August* One thousand Seven hundred and Thirty-eight, or to release, suspend, or extinguish the Right of Common or Eastovers, or any other Rights, Claims, or Demands whatsoever of the said *Maurice Conyers*, or of all or any of the said Freehold Tenants in any other Part of the Waste of the said Manor,

not included in the said Lots (A, B, and C), or either of them); and also that all Actions or Suits whatsoever, in Law or Equity, depending between the said *Maurice Conyers*, or his Under-tenants, or any claiming under him and the said Freehold Tenants, or their Under-tenants, or any claiming under them or any of them, shall be discontinued or dismissed without Costs, to be paid on either Side, and at the Expence of such Person or Persons as shall desire the same; and in the mean time, all Proceedings therein shall be staid. *In Witness* whereof the Parties here-unto have set their Hands and Seals the Day and Year first above written.

THE FIRST SCHEDULE

referred to in the annexed Agreement.

A List of the FREEHOLD TENANTS

Of the Manor of RUSTHALL.

The Right Honourable	<i>Jeffery Fullawey.</i>
<i>William Lord Aber-</i>	<i>Mary Witts.</i>
<i>gavenny.</i>	<i>Thomas Moone.</i>
<i>Sidney Stafford Smythe,</i>	<i>Thomas Hollamby.</i>
Esquire.	<i>Charles Speed.</i>
<i>John Spooner, Junior,</i>	<i>William Baker.</i>
Esquire.	<i>Sarah Welford.</i>
<i>John Elton, Clerk.</i>	<i>John Ketch.</i>
<i>Richard Fry.</i>	<i>John Bennett.</i>
<i>Robert Fry.</i>	<i>John Brett, Doctor of</i>
<i>Frances Pearce.</i>	Physic.
<i>Priscilla Seate.</i>	<i>William Vandernan.</i>
<i>William Camfield.</i>	<i>Pannell.</i>
<i>Thomas Mercer.</i>	<i>John Wale.</i>
<i>Thomas Coyse.</i>	<i>Elizabeth Bains,</i>
<i>William Coyse.</i>	Widow.
<i>William Hollamby.</i>	<i>Smith.</i>
<i>John Hollamby.</i>	<i>William Wood.</i>
<i>Robert Mercer.</i>	<i>Nicholas Wood.</i>
<i>Thomas Jarrett.</i>	<i>Edmund Wood.</i>
<i>Thomas Wood.</i>	<i>Thomas Bassett.</i>
<i>John Weller.</i>	<i>George Taylor.</i>
<i>Robert Skinner.</i>	<i>John Wool.</i>
<i>William Jeffery.</i>	<i>Susanna Baker.</i>
<i>Thomas Fry.</i>	<i>Richard Round.</i>
<i>John Cripps.</i>	<i>Jane Weller.</i>
<i>Henry Jeffery.</i>	<i>Thomas Wickham.</i>
<i>John Hollamby, Junior.</i>	<i>Sarah Waghorne.</i>

THE SECOND SCHEDULE

referred to in the annexed Agreement.

The annual Value set on the Premises in each Lot is so done by Agreement, the same, in several Instances, being different from the present annual Rent.

First Lot A.

	£	s.	d.
<i>Union-house</i>	20	0	0
<i>Thompson</i>	10	0	0
<i>Skinner</i>	30	0	0
<i>Porter and Upton</i>	66	10	0
<i>Kendall, Ketch, & Upton</i>	46	10	0
<i>Hawkins, Blibus, Burroughs, and Mercy Waghornes</i>	52	0	0
<i>Jeffery Fullaway</i>	27	0	0
<i>Bonds</i>	52	10	0
<i>Robert Friend</i>	14	0	0
<i>Gloucester</i>	60	0	0
	<u>£378</u>	10	0

Second Lot B.

	£	s.	d.
<i>Vanderman</i>	150		
<i>Chenevix</i>	20		
<i>Craswell & Gillart</i>	18		
<i>Gillart</i>	63		
<i>Cook</i>	21		
<i>Willis</i>	40		
<i>Flathouse</i>	87		
Deduct paid to Dr. Brett	25		
<i>Turner</i>	31		
	<u>31</u>		
<i>Hillhouse & Murphy</i>	56	13	
<i>Hughes</i>	10	10s.	
	<u>£366</u>	10	0

Third Lot C.

	£	s.	d.
<i>Wood</i>	70	0	0
<i>Jones</i>	12	0	0
<i>Morley</i>	27	0	0
<i>Forges</i>	8	0	0
<i>Triangular</i>	24	0	0
<i>Muddle</i>	3	0	0
<i>Allen and Jarrett</i>	10	7	0
<i>Philip Seale, near the Bridge</i>	7	0	0
<i>Worrall</i>	25	0	0
<i>Ann Emmes</i>	7	0	0
<i>Walter Hilder</i>	6	5	0
<i>Morley, Richard Fry, & David Chapman</i>	25	0	0
<i>William Budgen & Robert Wright</i>	12	6	0
<i>William Ashdown</i>	12	0	0
<i>Pullen Butcher</i>	5	10	0
<i>Thomas Bengé</i>	8	0	0
<i>John Wool & Richard Bishop</i>	10	8	0
<i>Dorothy Neal</i>	30	0	0
<i>Richard Bishop</i>	8	0	0
<i>The Market-place with all Profits incident thereto</i>	7	0	0
<i>Isaac Jennings, Richard Newnham, & John Chalkhill</i>	45	0	0
<i>Brooker and Byne</i>	6	0	0
<i>Loggin</i>	5	5	0
	<u>£374</u>	1	0

And whereas it would be for the Advantage of all the Parties interested in the Premises, That the said Agreement should be carried into Execution, in regard that the great Expences which would necessarily attend the further Prosecution of the Suits that have arisen, and are still depending between the Parties, will thereby be prevented: but such Agreement cannot be rendered effectual to answer the Intentions of all the Parties, without the Aid of an Act of Parliament:

May it therefore please Your Most Excellent MAJESTY,

That it may be **Enacted; And be it Enacted,** by the KING's Most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Articles of Agreement so made and entered into, by and between the said *Maurice Conyers*, Lord of the Manor of *Rusthall* aforesaid, and the said *William Lord Abergavenny*, and other the Freehold Tenants of the said Manor, and herein before set forth and recited, and every Article, Clause, Covenant, and Agreement therein inserted and contained, shall be, and the same are hereby ratified, established and confirmed, according to the Tenor, Purport, and true Meaning of the same.

And in order to render the said Articles more effectual for the Purposes thereby intended, **It is hereby further Enacted,** That all that Messuage or Tenement commonly called or known by the Name of the *Union-house*, in and by the said recited Articles, mentioned to be in the Tenure or Occupation of *Dorothy Luckhurst*, Widow, and all and every other the Messuages, Tenements, Shops, and Hereditaments, which in and by the said recited Articles were agreed to be released and assured to, or to be held and

enjoyed by the said *Maurice Conyers*, his Heirs and Assigns; *Together* with all and singular the Buildings, Sheds, Yards, Gardens, Backsides, Ways, Passages, Lights, Easements, Profits, Commodities, and Appurtenances whatsoever, thereto respectively belonging, or therewith or with any Part thereof used, held, occupied, or enjoyed, or accepted, taken or known, as Part, Parcel, or Member thereof, shall from and after the First Day of *May* One Thousand Seven Hundred and Forty, be settled upon, and vested in, and the same are hereby from thenceforth settled upon, and vested in, *Edmund Malone*, Esquire, and *Philip Carteret Webb*, Gentleman, their Heirs and Assigns, for ever, freed and discharged, and absolutely acquitted, exempted, and indemnified of, from, and against all Right of Common of Pasture and Eastovers, and all other Claims and Demands of any of the Freehold Tenants of the said Manor of *Rusthall*, for the Time being, or any Person or Persons claiming, or to claim, by, from, or under them, *Except* the Lease of the said House, called the *Union-house*, in and by the said Articles mentioned to be made to *William Stace* of *Speldhurst*, Glover: And the said *Edmund Malone*, and *Philip Carteret Webb*, and their Heirs, shall stand seized of the same Messuages, Tenements, Shops, Hereditaments and Premises, to the several Uses, upon the Trusts, and to and for the Ends, Intents, and Purposes, and subject to the Provisoes and Declarations, herein after-mentioned, expressed, and declared of and concerning the same; that is to say, *To the Use* of them the said *Edmund Malone*, and *Philip Carteret Webb*, their Executors, Administrators, and Assigns, for and during the Term of Five hundred Years, to commence from the said First Day of *May*, and fully to be complete and ended, without Impeachment of Waste, *Upon Trust* for the better and more effectual securing Payment of the said Sum of Nine Hundred Pounds, in and by the said recited Articles covenanted and agreed to be paid by the said *Maurice Conyers*, unto

the said *John Staples*, for the Uses and Purposes therein mentioned, with Interest for the said Nine hundred Pounds, after the Rate of Four Pounds *per Centum per Annum*, according to the true Meaning of the said Articles: And for that Purpose, *Upon Trust*, that they the said *Edmund Malone*, and *Philip Carteret Webb*, and the Survivor of them, and the Executors and Administrators of such Survivor, shall and do, by Sale or Mortgage of the Premises comprized in the said Term of Five hundred Years, for all or any Part of the said Term, or by and out of the Rents and Profits of the same Premises in the mean time, until such Sale or Mortgage shall be made, or by all or any the Ways or Means afore-mentioned, raise and levy the said Sum of Nine hundred Pounds, with Interest for the same, from the said First Day of *May*, at and after the Rate of Four Pounds *per Centum per Annum*, and shall and do pay the said Sum of Nine hundred Pounds so directed to be raised, and such Interest for the same, as afore-mentioned, unto the said *John Staples*, to be by him applied in Manner and for the Purposes in the said Articles mentioned and expressed; and also shall, and do permit and suffer so much and such Part of the Rents, Issues, and Profits of the Premises comprized in the said Term of Five hundred Years, as shall not be issued, paid, and applied in and for the Execution and Performance of the Trusts herein before declared, of the said Term, to be taken and received by the Person or Persons to whom the Reversion or Remainder of the same Premises expectant on the Determination of the said Terms, shall, for the Time being, belong or appertain.

Provided always, That when and as all the Trusts herein before declared, of the said Term of Five hundred Years, shall be executed and performed, and the Costs and Charges of the Trustees of the said Term, in and about the execution and Performance of the Trusts of the same Term, shall be paid and satisfied, then and from thenceforth the said Term

of Five hundred Years, of and in the Premises therein comprized, or so much thereof as shall not be disposed of for the Purposes aforesaid, shall cease, determine, and be absolutely void.

And it is hereby further Enacted and Declared, That immediately after the End, Expiration, or other sooner Determination of the said Term of Five hundred Years, the said *Edmund Malone*, and *Philip Carteret Webb*, and their Heirs, shall stand seized of the Premises in the said Term comprized, with their and every of their Appurtenances, *To the Use* of the said *Maurice Conyers*, Lord of the said Manor of *Rusthall*, his heirs and Assigns, for ever.

And it is hereby further Enacted, by the Authority aforesaid, That all that Messuage or Tenement situate, lying, and being on *Tunbridge-Wells Walks*, abutting South on *Friend's Passage*, and which in and by the said recited Articles is mentioned to be in the Tenure or Occupation of *William Vanderman*; and all and every other the Messuages, Shops, Tenements and Hereditaments, which in and by the same Articles were agreed to be conveyed and assured to the said *Elfred Staples*, *George Weller*, and *William Osman*, and their Heirs; together with all and singular the Buildings, Sheds, Yards, Gardens, Backsides, Ways, Passages, Lights, Easements, Profits, Commodities, Emoluments, Advantages, and Appurtenances whatsoever, thereto respectively belonging, or therewith, or with any Part thereof, used, held, occupied, or enjoyed, or accepted, reputed, taken, or known, as Part, Parcel, or Member thereof, shall from and after the said First Day of *May*, One thousand Seven hundred and Forty, be settled upon, and vested in, and the same are hereby from thenceforth settled upon, and vested in, the said *Elfred Staples*, *George Weller*, and *William Osman*, their Heirs and Assigns, for ever, *To the Use* of the said *Elfred Staples*, *George Weller*, and *William Osman*, their Heirs and Assigns,

for ever, freed and discharged, and absolutely acquitted, exempted and indemnified of, from, and against all Rights of Common, of Pasture and Eastovers, and all other Claims and Demands whatsoever, of the Lord of the Manor of *Rusthall* aforesaid for the Time being, and of the Freehold Tenants of the same Manor for the Time being, or any of them respectively, or any other Person or Persons claiming, or to claim, by, from, or under them, or any of them respectively, *Except* the Lease of a Messuage mentioned in the said Articles, to be made to the said *William Vandernan* for the Term of Eleven Years, commencing from the Feast Day of *Saint Bartholomew*, which was in the Year of our Lord One thousand Seven hundred and Thirty-three; and also One other Lease of a Messuage therein mentioned to be made to *Samuel Rose*, and his Assigns, for the Term of Twenty-one Years, from the Feast of *Saint Michael*, the *Archangel*, which was in the Year of our Lord One thousand Seven hundred and Twenty-three: And the said *Elfred Staples*, *George Weller*, and *William Osman*, and their Heirs, shall stand seized of the Premises so vested in them as aforesaid, upon the Trusts, and to and for the Ends, Intents, and Purposes herein after-mentioned, expressed and declared; that is to say, *Upon Trust* out of the respective Shares and Dividends of the several Freehold Tenants of the Manor of *Rusthall* aforesaid, of and in the Rents, and Profits of the same Premises, to raise and levy such Sum and Sums of Money as shall be sufficient to answer and pay the Dividend Part and Share of each such Tenant respectively, to be computed, regulated and ascertained by the Proportions herein after-mentioned, of the Costs and Charges attending the passing this Act; and also the Costs and Expences of the several Suits at Law and in Equity, between the said *Maurice Conyers* and the said Freehold Tenants respectively, which have been commenced, prosecuted, and defended since *Michaelmas* in the Year of our Lord One

thousand Seven hundred and Thirty-two, and remain due from, and ought to be paid and contributed by the said Freehold Tenants, or any of them respectively, and shall and do apply and dispose of the Money so to be raised, in and for the Payment of the said Costs, Charges, and Expences accordingly; and subject thereto, shall and do permit and suffer the Rents, Issues, and Profits of the Premises so limited in Use to them the said *Elfred Staples*, *George Weller*, and *William Osman*, and their Heirs, to be had, received, and taken by the Freehold Tenants of the Manor of *Rusthall* aforesaid, their respective Heirs and Assigns, in Proportion to the annual Rent or yearly Value of their several Freehold Farms and Tenements, held of the said Manor, according to the Valuation thereof, in and by an Indenture bearing Date the Ninth Day of *October* One thousand Seven hundred and Thirty-six, intended to be inrolled in the High Court of Chancery.

And it is hereby further Enacted and Declared, by the Authority aforesaid, That the several Trustees herein before named for the Purposes afore-mentioned, shall not, nor shall any of them, nor the Heirs, Executors, or Administrators of any of them, be answerable or accountable for any Money to be received by virtue of, or under any of the Trusts hereby in them respectively reposed, save only for such Sums of Money, as he or they shall respectively actually receive, and that no one of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults of the other of them; and also the said Trustees, their respective Heirs, Executors, and Administrators, shall and may, out of the Rents and Profits of the Premises hereby vested in them respectively, retain and reimburse themselves all Costs, Charges, Damages, and Expences, that they respectively shall or may sustain, or be put unto, in and about the Execution of the Trusts hereby in them respectively reposed.

And it is hereby further Enacted and Declared, That whenever the said Trustees for the Freehold Tenants of the Manor of *Rusthall* shall by Death be reduced to the Number of two, then, and in such Case, from time to time and as often as it shall so happen, it shall and may be lawful to and for the said Freehold Tenants of the said Manor, or the major Part of them, in Number and Value, by Deed in Writing under their Hands and Seals to be inrolled in the High Court of Chancery, to elect and choose one other Person of good Substance and Repute, residing in the Counties of *Kent* or *Sussex*, and not being interested in the Premises, to be Trustee for and concerning the Premises, in the room of the Person so dying; and every Trustee so to be appointed, shall immediately on such Appointment have and be invested with the like Estate, Interest, Powers, and Authorities in, upon, and over the Premises, by virtue of this Act, as the Person in whose Place or Stead he shall succeed was invested with.

Prohibited also, That nothing in this Act contained shall prejudice, lessen, or defeat the Right, Title, or Interest of the said *Maurice Conyers*, his Heirs and Successors, of, in, and to the Seigniorie and Royalties incident and belonging to his said Manor called the Manor of *Rusthall*; but that he the said *Maurice Conyers*, and all Person and Persons who shall be Lord of the said Manor for the Time being, shall and may, from time to time, and at all times for ever hereafter, hold and enjoy all Rents, Services, Courts, Perquisites, and Profits of Courts, Mines, Goods and Chattles of Felons and Fugitives, Felons of themselves, and Persons put in Exigent, Deodands, Waifs, Estrays, Forfeitures, and all other Royalties, Juridictions, and Pre-eminences whatsoever, to the said Manor incident, appendent, belonging, or appertaining, (Other than and except such Common of Pasture and Eastovers, or other Common Right, as can or may be claimed by or belonging to him as Lord of the said Manor for the

Time being, in and upon the Premises herein before limited, in Use to the said *Elfred Staples*, *George Weller*, and *William Osman*) in as full, ample, and beneficial manner, to all Intents and Purposes, as he or they could or might have held and enjoyed the same before the passing this Act, or in case the said Act had never been made.

Prohibited always, That nothing in this Act contained shall extend, or be construed, deemed, adjudged, or taken, to revoke, make void, defeat or annul any Will or Wills, Settlement or Settlements, Lease or Leases, or any Estate, Dower, Jointure, Portion, Debt or Incumbrance, out of, upon, or affecting any of the Messuages, Shops, Buildings, Tenements or Hereditaments vested by this Act, or any Part or Parcel thereof.

Saving always, to the KING's Most Excellent Majesty, his Heirs and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (Other than the said *Maurice Conyers*, and the Lord and Lords of the Manor of *Rusthall*, for the Time being, and all and every the Freehold Tenants of the said Manor, and all other Person or Persons claiming, or Intitled to Common of Pasture and Eastovers, or other Common Right whatsoever, of, in, to, out of, or upon the Wastes of the said Manor of *Rusthall*, or otherwise arising within the said Manor, his, her, and their Heirs, Successors, Executors, and Administrators respectively) All such Estates, Right, Title, and Interest of, in, to, or out of the said Messuages, Shops, Grounds, Tenements, Hereditaments, and Premises vested, settled, and effected by this Act, as they, every, or any of them, had before the passing this Act, or could or might have held and enjoyed, in case this Act had never been made.

A D D E N D A .

K NOW ALL MEN, by these Presents, That we The Right Honorable *William Lord Abercromby*; *Sidney Stafford Smith*, of Old Bounds, in the parish of Bidborough in the County of Kent, Esq.; *John Spooner*, of London, Esq.; *John Elton*, of Tunbridge in the County aforesaid, Yeoman; *Thomas Fry*, of Huggett's Furnace, in the parish of Mayfield in the County of Sussex, Yeoman; *Thomas Mercer*, of Tunbridge aforesaid, Carpenter; *Robert Mercer*, of Speldhurst aforesaid, Weaver; *Thomas Scale*, of Tonbridge aforesaid, Glazier; *David Coife*, of Speldhurst aforesaid, Yeoman; *William Jeffery*, of Speldhurst aforesaid, Blacksmith; *Samuel Wagon*, of Speldhurst aforesaid, Bricklayer; *Thomas Coombridge*, of Marden in the County of Kent, Gentleman; *Thomas Farratt*, of Speldhurst aforesaid, Yeoman; *William Camfield*, of Speldhurst aforesaid, Yeoman; *Thomas Camfield*, of Speldhurst aforesaid, Barber; *Baynes*, of Kenington in the County of Middlesex, Widow; *Dorothy Luckhurst*, of Speldhurst aforesaid, Widow; *Philip Scale*, of Tonbridge aforesaid, Glazier; *Dorcas Baker*, of Speldhurst aforesaid, Widow; *George Hooper*, of Tonbridge aforesaid, Gentleman; *Charles Speed*, of Speldhurst aforesaid, Yeoman; *Oldner*, of London, Gentleman; *Edward Bond*, of London, Brewer; *Alice Adams*, of Speldhurst aforesaid, Widow; *Thomas Hollamby*, of Speldhurst aforesaid, Yeoman; *William Hollamby*, of Speldhurst aforesaid, Yeoman; *John Hollamby*, of Speldhurst aforesaid, Yeoman; *John Wool*, of Speldhurst aforesaid, Butcher; *Richard Jeffery*, of Bidborough aforesaid, Yeoman; *John Jeffery*, of Speldhurst aforesaid,

Turner; *Henry Jeffery*, of Tonbridge aforesaid, Turner; *William Hunt*, of Speldhurst aforesaid, Mercer; *John Catch*, of Speldhurst aforesaid, Turner; *Richard Round*, of Seale in the said County of Kent, Gentleman; *John Brett*, of London, Gentleman; *Thomas Moon*, of Robertsbridge in the County of Sussex aforesaid, Yeoman; *John Weller*, of Speldhurst aforesaid, Yeoman; *Thomas Wood*, of Tonbridge aforesaid, Turner; *William Baker*, of Speldhurst aforesaid, Blacksmith; *Susan Baker*, of Speldhurst aforesaid, Spinster; and *John Wales*, of Northfleet in the said County of Kent, Weaver, Jointly and severally are held and firmly bound unto *William Osman*, of East Grinstead in the County of Sussex aforesaid, in One hundred pounds of lawful money of Great Britain, to be paid to the said *William Osman*, or his certain Attorney, Executors, or Administrators, for which payment, well and truly to be made, we bind us and every of us for the whole and in gross the Heirs, Executors, and Administrators of us and every of us firmly by these Presents.

Sealed with our Seals, Dated this Ninth Day of *August*, in the Ninth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain, France, and Ireland*, King, Defender of the Faith, and so forth; and in the Year of our Lord One thousand seven hundred and thirty-five.

We, the above, bounden—

	£	s.	d.
<i>William Lord Abergavenny</i> ...	100	0	0
<i>Sidney Stafford Smythe</i> , Esquire	4	0	0
<i>John Spooner</i> , Esquire ...	4	0	0
<i>John Elton</i> , Clerk ...	4	0	0
<i>Richard Fry</i> ...	40	0	0
<i>Philip Scale</i> ...	30	0	0
<i>Samuel Wagon</i> ...	7	0	0
<i>William & Thomas Camfield</i> ...	18	0	0

	£	s.	d.
<i>Thomas Mercer</i> ...	6	0	0
<i>Thomas Seale</i> ...	8	0	0
<i>Robert Fry</i> ...	10	0	0
<i>David Coife</i> ...	12	0	0
<i>William Hollamby</i> ...	8	0	0
<i>John Hollamby</i> ...	15	0	0
<i>Robert Mercer</i> ...	15	0	0
<i>John Wool</i> ...	9	0	0
<i>Thomas Jarrett</i> ...	2	0	0
<i>John Weller</i> ...	5	0	0
<i>Dorcas Baker</i> ...	4	0	0
<i>William Jeffery</i> ...	6	0	0
<i>John Wale</i> ...	2	0	0
<i>Thomas Fry</i> ...	8	0	0
<i>George Hoper</i> , Gent. ...	2	10	0
<i>Charles Speed</i> ...	4	0	0
<i>Oldner</i> ...	4	0	0
<i>Edward Bond</i> ...	2	0	0
<i>Alice Adams</i> ...	6	0	0
<i>Thomas Hollamby</i> ...	7	0	0
<i>Richard Jeffery</i> ...	4	0	0
<i>John Jeffery</i> ...	4	0	0
<i>Henry Jeffery</i> ...	4	0	0
<i>Banes</i> , Widow ...	8	0	0
<i>William Hunt</i> ...	1	0	0
<i>William Catch</i> ...	1	0	0
<i>Richard Round</i> , Gent. ...	1	0	0
<i>John Brett</i> , Gent. ...	8	0	0
<i>Thomas Coombridge</i> ...	1	0	0
<i>Dorothy Luckhurst</i> ...	4	0	0
<i>Thomas Moon</i> ..	9	0	0
<i>Thomas Wood</i> ...	1	10	0
<i>William Baker</i> ...	12	0	0
<i>Susan Baker</i> ...	6	0	0

Freehold Tenants of the Manor of Rusthall in the County of Kent, and intitled to Common of Pasture, Digging Stone, Marle, Clay, Loam, &c., and several other Rights in all the Wastes of the said Manor, apprehending on the Expiration of the Lease in which several of us have joined, that we have a Right to have the Buildings now Erected on the Waste demolished, and the place on which they stand laid open for us to enjoy the benefit of our Common, &c. ; unless a reasonable satisfaction be made us for the same, by the Lord of the said Manor of Rusthall, in order to obtain the same, have mutually agreed to pay the several Sums of Money herein above-mentioned and affixed to or against our respective Names (being according to the nearest computation, a Year's value of the Lands which each Tenant holds of the said Manor, we immagining and it being our intent that what satisfaction we receive shall be distributed in the same proportion), into the hands of Sir *Sidney Stafford* Esquire, of Bonds aforesaid, who is appointed by us to receive the same and dispose of it according to the directions of the majority of us, the said Tenants, as well towards the carrying on, as also the defending divers suits in Law and Equity, as we shall be advised for the more effectually recovering and defending our Right ; and, being sensible, the most likely way to succeed in our undertaking is, by unanimity and continuing firm to the common Interest, and preventing that any Agreement should be entered into by any particular Tenant or Tenants with the said Lord of the Manor, by way of satisfaction for such a Tenant's Rights of Common, unless the same shall be consented to by the majority of Tenants, Parties to this present Agreement.

Now the Condition of this obligation is such, that if the above bounden, *William Lord Abergavenny, Sidney Stafford Smith, John Spooner, John Elton, Richard Fry, Thomas Fry, Thomas Mercer, Robert Mercer, Thomas Seale, David Coife, William Jeffery, Samuel Waghorn, Thomas Coombridge, Thomas Jarrett, William Camfield, Thomas Camfield, Dorothy Luckhurst, Philip Seale, Dorcas Baker, George Hooper, Charles Speed, Oldner, Edward Bond, Alice Adams, Thomas Hollamby, John Wool, Richard Jeffery, John Jeffrey, Henry Jeffery, William Hunt, John Catch, Richard Round, John Brett, Thomas Moone, William Baker, Susan Baker, and John Wales* respectively, shall, and do well and truly, pay into the hands of *Sidney Stafford Smith* aforesaid, the said several Sums of Money hereinbefore-mentioned and affixed and set to and after their several respective names by two equal payments (to wit), half of the said several Sums on the Twenty-fifth Day of *December* next, ensuing the date of this present obligation above written, and the other half-part thereof on the Twenty-fifth Day of *March*. One thousand seven hundred and thirty-six, and do also well and truly perform the other part of this Agreement, either by themselves or anyone employed by them or acting in their behalf with the said Lord of the Manor, or any person employed by him or acting on his behalf, for any private satisfaction to be made them by him or any other person on his behalf, unless such Agreement shall be approved by the majority of the Tenants in number and value, Parties to these Presents, according to the true intent and meaning of this Agreement hereinbefore expressed. Then this obligation as to such only who shall respectively make their payments as aforesaid, and perform the other part of this Agreement as aforesaid, shall be void and of none effect. But as to all such of the above bounden respectively who shall make any default of payment of the said several Sums of Money hereinbefore mentioned, at the times limited, or shall

respectively make any separate Agreement either by themselves or any person employed by them or acting in their behalf with the said Lord of the Manor, or any other employed by him or acting on his behalf for any satisfaction to be made them for their Right of Common, or to engage to desist from prosecuting their Just demand against him, without the consent of the Majority of the Tenants, Parties to these Agreements, this obligation is to stand and remain in full force and virtue.

<i>Abergavenny</i> ... (L.S.)	<i>Philip Seale</i> ... (L.S.)
<i>J. Spooner</i> ... (L.S.)	<i>William Camfield</i> (L.S.)
<i>Richard Fry</i> ... (L.S.)	<i>Thomas Seal</i> ... (L.S.)
<i>Samuel Wagon</i> ... (L.S.)	<i>David Coyfe</i> ... (L.S.)
<i>Thomas Mercer</i> ... (L.S.)	<i>Robt. Mercer</i> ... (L.S.)
<i>Robert Fry</i> ... (L.S.)	<i>John Wool</i> ... (L.S.)
<i>William Hollamby</i> (L.S.)	<i>John Weller</i> ... (L.S.)
<i>John Hollamby</i> ... (L.S.)	<i>Dorcas Baker</i> ... (L.S.)
<i>S. S. Smythe</i> ... (L.S.)	<i>William Jeffery</i> ... (L.S.)
<i>John Elton</i> ... (L.S.)	

Sealed and Delivered by the within named Right Honorable *William Lord Abergavenny, John Spooner, John Elton, Richard Fry, Philip Seale, Samuel Wagon, William Camfield, Thomas Mercer, Thomas Seale, Robert Fry, David Coyfe, William Hollamby, Robert Mercer, John Weller, Dorcas Baker, William Jeffery,* and *John Hollamby,* being first duly stamp't, in the presence of us, *John Todd, William Okill.*

Sealed and Delivered by *Sidney Stafford Smythe* and *John Wool,* in the presence of *John Todd, "John Todd,"* 30th Oct., 1796. Examined with the original, and it agrees therewith,—*William Groom.*

N.B.—There are fifteen Seals to this Bond without any Signatures or Attestations respecting them.

Present at the Devil Tavern, the 3rd *May,* 1739:—
The Right Honorable Lord *Abergavenny,*

Mr. Smythe,
Mr. Malone,
Mr. Staples,
Mr. Webb.

1st.—That all the Premises in dispute have, by mutual consent, been lotted into Three Lots, marked (A, B, C,) hereunto annexed; two of which Lots, to be determined by Drawing, shall belong to *Mr. Conyers,* in fee, and the other Lott, to be determined in like manner, shall belong to the Freehold Tenants in fee; and for that purpose, all the Freehold Tenants shall release and convey all their Right to the first two Lotts to *Mr. Conyers* in fee, free from all incumbrances done by them, and *Mr. Conyers* shall in like manner release and convey his Right to the Tenant's Lot to them, free from all incumbrances done by him, except Leases at the rents in the particular's. Except the Lease to *Chenevix.*

2nd.—That the rents of the Lott which shall fall to the Tenants' share, which shall be payable in *August* next, shall belong to the Tenants, and the rents to *Mr. Convery* Lotts shall belong to him.

3rd.—That there shall be no Buildings or any new Foundations or any old Foundation to be enlarged, or any part of the Waste, except as to the vacant piece of Ground in Lott B, behind part of *Gillard's, Cook's,* and *Wells's* Houses, which the premises to whom the Lott falls, is to be at liberty to Build so as to range with the back-fronts of the Flathouse and *Gillard's* Coffee-house.

4th.—That *Mr. Conyers* shall pay the Freehold Tenants £900 in full of all Demands for Arrears, Damages, or Costs, or otherwise, either Agreement *Mr. Conyers* or of his Tenants, and that on the pleating

of this Agreement, General Releases shall be executed by the Freehold Tenants to *Mr. Conyers* and his Tenants, and by *Mr. Conyers* and his Tenants to the Freehold Tenants, and all persons claiming under them in respect of any of the matters or things which are or have been in dispute.

5th.—That there shall be a covered way built, at Lord *Abergavenny's* expence, from the Lord *Abergavenny* Room to the Walks.

6th.—That the persons to whom any of these three Lotts shall fall, shall be at liberty to make Sewers from their respective Houses to the Lords *Abergavenny's* Brook, so as that by so doing they do not injury to the Houses of the said Lord *Abergavenny*, or of any of the other Lotts.

7th.—The Wells and the Walks and all Ways and Passages to be free for all persons to use the same, and the Musick Gallery and *Hilder's* Passing-house to remain to be used as at present.

8th.—That in case the Lord and Major part in Number and Value of the Freehold Tenants shall hereafter be minded to Build on any New Foundation, such New Buildings shall belong, two-thirds to the Lord, and one-third to the Freehold Tenants.

9th.—That this Agreement shall be made and Order of the Court of Chancery, and, if necessary, shall be confirmed by an Act of Parliament, and that the expense of carrying this Agreement into execution, and of obtaining the said Act of Parliament shall be borne, one half by *Mr. Conyers*, the other half by the Freehold Tenants.

10th.—That in future Buildings or any Alterations to be made in the Premises, care shall be taken not to prejudice the Well.

11th.—That to prevent any future disputes, and to ascertain what is the extent of the present Foundation, an Exact Plan shall be taken of all the Premises, and annexed to the Agreement.

12th.—That the Dippers shall be chosen by the Homage, to be approved by the Lord, and the Wives or Widows of Freehold Tenants to be preferred.

13th.—That the Tenants may take Marl, &c., from the Manor, paying half the price strangers pay.

14th.—The Parties present proceeded to Draw Lotts, and the Lotts A, B, C, being put into a Hat, the Lot B was drawn and fell to the share of the Freehold Tenants, and the Lotts A and C was drawn and fell to the share of *Mr. Conyers*.

Witness our hands this 3rd *May*, 1739.

Abergavenny,
S. S. Smythe,
Edwd. Malone,
Jon. Staples,
Philip Carteret Webb,
Mau. Conyers.

First Lott A.

	£	s.	d.		£	s.	d.
<i>Bonds</i>	52	10	0	<i>Ketch</i>	1	10	0
<i>Robt. Friend</i> ...	14	0	0	<i>Porter</i>	41	10	0
<i>Jeffery Fullaway</i>	27	0	0	<i>Skinner</i>	30	0	0
<i>Mercy Wagon</i> ...	15	0	0	<i>Thomson</i>	10	0	0
<i>Burroughs</i>	8	0	0	<i>Union</i>	20	0	0
<i>Hawkins</i>	17	0	0	<i>Gloucester</i> ...	60	0	0
<i>Blibon</i>	12	0	0				
<i>Hendan</i>	45	0	0				
<i>Upton</i>	25	0	0				
					£378	10	0

Second Lott B.

£ s. d.		£ s. d.	
<i>Vander man</i> ...	150 0 0	<i>Hughes</i> ...	10 10 0
<i>Chenevix</i> ...	20 0 0	<i>Hillhouse</i> ...	8 0 0
<i>Creswell</i> ...	18 0 0	<i>Murphy</i> ...	5 0 0
<i>Gillard</i> ...	63 0 0		
<i>Cooke</i> ...	21 0 0		
<i>Wills</i> ...	40 0 0		
<i>Flatthouse</i> ...	31 0 0		
			<u>£366 10 0</u>

Third Lott C.

£ s. d.		£ s. d.	
<i>Woods</i> ...	70 0 0	<i>Forges</i> ...	8 0 0
<i>Jones</i> ...	12 0 0		208 9 0
<i>Morley</i> ...	27 0 0	<i>Logan</i> ...	5 5 0
<i>Triangular</i> ...	24 0 0	<i>Brooker & Byne</i>	6 0 0
<i>Allen</i> ...	3 0 0		
<i>Muddle</i> ...	3 0 0		
<i>Jarrett</i> ...	7 7 0		
			<u>£374 1 0</u>

LOWER WALK,

£236 19s.

£ s. d.		£ s. d.	
Deduct for Seale	13 0 0	First Lott...	378 10 0
„ Norrel	10 0 0	Second Lott	366 10 0
„ Wool	5 0 0	Third Lott	374 1 0
	<u>£28 0 0</u>		<u>£1119 1 0</u>

March 24th, 1786.

By and with the Consent, Direction, and Appointment of Sir *George Kelly Knight*, Lord of the Manor of Rusthall in Speldhurst, in the County of Kent, the we, who have hereunto subscribed our Names, (Dippers of the Medicinal Waters of Tonbridge Wells in the said Manor of Rusthall), Do agree to the following Articles and Agreements hereafter mentioned, that is to say—

FIRST.—That they shall become as one, as well in Dipping and Serving the said Medicinal Waters, and the charging and dividing all the Gifts and Moneys that shall arise and be giving by any person or persons concerning the same.

SECOND.—That each and every of them shall find and allow an equal share or stock of Linen, Glasses, Bottles, and all other Articles, as shall be necessary and useful for the Serving and Dipping of the said Medicinal Waters.

THIRD.—That the Person or Persons who shall receive any Money or Monies from the Premises aforesaid, and shall or do not account and give satisfaction for the same to the others within one day after receiving the same, upon complaint and conviction of the same, before the said Sir *George Kelly*, shall pay or cause to be paid unto the others the sum of Ten Pounds of lawful Money of Great Britain, within two days next after such conviction, and for non-payment thereof, to be expelled from being a Dipper of the said Medicinal Waters.

Witness our hands

The mark of *Elizth. x Weller,*
Susanna Mercer,
Ann Cripps,
Elizth. Fry,
Sarah Fry,
Ann Okill.

Witness hereto *Henry Goldstone,*
William Okill, Junr.

May 27th, 1768.—

We, the within named, *Elizabeth Weller, Susanna Mercer, Ann Cripps, Elizabeth Jeffery, and Ann Okill*, having been duly chosen by the Homage at a Court Baron, holden Yesterday, for the Manor of Rusthall, and approved of by the Lord of the said Manor, to be Dippers of the Medicinal Spring within mentioned, Do hereby renew, confirm, and Establish the within mentioned Articles and Agreements, in all Points and Conditions whatsoever, according to the true intent and meaning thereof. The Mark of X *Elizth. Weller, Susanna Mercer, Ann Cripps, Elizabeth Fry, Sarah Fry, Ann Okill.* Witness, *Henry Goldstone.*

May 27th, 1768.—

We, *John Weller, John Mercer, Thomas Fry, Benjamin Fry, and William Okill*, Husbands of the above-named *Elizabeth Weller, Susanna Mercer, Elizabeth Fry, Sarah Fry, and Ann Okill*, Do hereby approve of ratify and confirm the within and above-written Agreements entered into by our respective Wives, and do hereby promise and agree on our parts and behalves, and so far as our Interest is therein concerned respectively, that the said Agreements shall be carried into execution in every Article and particular thereof. Witness our hands, The Mark of *John Weller, X, John Mercer, Thos. Fry, Benjamin Fry, Will^m. Okill, Junr.* Witness, *Henry Goldstone.*

Printed by order of the Lord and Freeholders of the Manor of Rusthall, at their Annual Meeting held at the "Hand and Sceptre," on the 15th of November, 1880.

F. ARGYLE,

Secretary to the Freehold Tenants.