

Docs: From Ebay purchased by Neil Maw in April 2021

Indenture made on 6/9/1870 Between James Fereman & Amariah Fairthorne, SHS Listing
No: N914

Between James Fereman of Watchfield, Gent, on the first part and Amariah William Fairthorne of Shrivenham on the other. It refers to a previous Indenture dated 21/2/1848 between Thomas Haynes of Shrivenham, Cabinet Maker on the first part and George Haynes, deceased, (son of Thomas) on the second part and James Fereman on the third part, reciting that Thomas Haynes owned the cottages or tenements, a shop, gardens and hereditaments except for a mortgage for a term of 500 years created by Thomas Haynes by an Indenture dated 14/11/1828 between himself on the first part and James Tinson (since deceased) on the other part for securing to James Tinson the repayment of £70 then lent by him to Thomas Haynes and the interest for the same at £5 percent per annum and which sum was then due and owing and then Thomas Haynes then passed the debt over to his son George. Then by another Indenture dated 31/7/1855 between George Haynes on the first part and James Fereman on the second part, whereby James Fereman loaned him £30. It continued to get more complicated but this conveyance was to resolve the whole issue by James Fereman selling the whole lot to Amariah Fairthorne for £210, and out of it the money owed to Tinson would be repaid etc.

The property description:

All that cottage or tenement with the appurtenances formerly taken down and since rebuilt with the piece of garden ground adjoining formerly in the possession of John Willis, since Thomas Foard and late in the occupation of Robert Snooks and afterwards Henry Skinner or his undertenant bounded with the churchyard in the east, the Highway on the west, the garden ground formerly of Edward Young and late of John Fairthorne on the north and late of Thomas Coleman on the south side and also the other cottage or tenement and other erections and buildings lately erected or built by Thomas Haynes, deceased, on part of the premises, all of which were afterwards and are now better known and described as, all those two cottages or tenements in Shrivenham, late in the tenures of Thomas Haynes and his son John Haynes, afterwards of Thomas Haynes and George

Haynes , then of George Haynes and now of Elizabeth Haynes, widow, with the Workshop and other buildings and garden ground.

Precis of the original document which is an Assignment dated 1st March 1872, from the Executors of the late Archdeacon Berens and others, to Amariah William Fairthorne and is now SHS Listing No N914

Between the Right Hon William Reginald Earl of Devon and Henry Hulse Berens of Sidcup, Kent, Esq, the Executors named in the Will of the Venerable Edward Berens, late Vicar of Shrivenham, Berks and Archdeacon on the first part, and the Rev Hon Henry Hugh Courtenay of Mamhead Rectory in Devon, Clerk, and George Henry Courtenay of St Davids, Exeter, Esq, the Executors and Devisees of Mortgaged estates in the Will of Lady Catherine Berens, deceased, of the second part, Henry Hulse Berens, Charles Walpole of Surbiton, Surrey Esq, and Richard Benyon Berens of Kerington, Kent Esq, on the third part, and Amariah William Fairthorne of Shrivenham, Berks, Gent, on the fourth part. It then refers to an Indenture dated 13/3/1835 concerning a premises that was vested in George Haynes, late of Shrivenham, Carpenter, granted by an Indenture dated 15/12/1824. And whereas another Indenture dated 14/3/1835 made between George Haynes on the one part and Edward Berens on the other part ref a mortgage loan unto Edward Berens for the residue of the lease terms of 1000 and 500 years, subject to a proviso for redemption of the leasehold premises on payment by George Haynes to Edward Berens of £400 plus interest at a rate that was agreed between them. It then refers to Edward Beren's Will that was made on 23/4/1858 in which he left all his property to his wife Catherine, who is now deceased. The Testator appointed the Earl of Devon, then and therein called the Lord Courtenay, and his nephew Henry Hulse Berens, Executors of his Will. To confirm then - And whereas Edward Berens died on 7/4/1859 and his Will was proved on 24/6/1859 by the Earl of Devon and Henry Hulse Berens in the Principal Registry of the Court of Probate. Lady Catherine Berens made her Will dated 26/3/1861, who bequeathed all her property to her two nephews, Henry Hugh Courtenay and George Henry Courtenay upon Trust to sell and after all her debts have been paid, the remainder of the money to be given to her late husband's nephews, Henry Hulse Berens, Edward Rion Berens and Richard Benyon Berens, to be equally divided. She appointed as her Executors, Henry Hugh Courtenay and George Henry Courtenay, who were to deal with

any real estate that might be vested in her as the result in calling in mortgages that Edward Berens had loaned out.

Lady Catherine died on 21/11/1865 and her Will was proved on 22/12/1865 by her two Executors in the Exeter District Registry of the Court of Probate. Edward Rion Berens died on 31/7/1866 having made his Will on 6/3/1864 and appointed Charles Walpole as sole Executor who had the Will proved on 22/9/1866 in the Court of Probate, and whereas by an Indenture dated 25/4/1868 made between the Earl of Devon and Henry Hulse Berens on the first part and Henry Hugh Courtenay and George Henry Courtenay on the second part and Henry Hulse Berens, Charles Walpole and Richard Benyon Berens on the third part, the sum of money of £400 secured on the property at Shrivensham and those beneficiaries have then made a deal with Amariah Fairthorne to sell him the mortgaged property for the rest of the life of the leases for the sum of £150 which will be paid to Henry Hulse Berens, Charles Walpole and Richard Benyon Berens, in part payment of the mortgage debt of £400, but in full clearance of the property they acknowledge payment, so they now release the property to him. The property details:

All those two messuages or tenements with the outbuildings and garden ground and all and singular other the premises nearby – it goes on to mention covenants and conditions in the Indenture of the 25/4/in the 13th year of the reign of Queen Elizabeth (1571)