

This is one of the documents that was purchased from Ebay in April 2021 by Neil Maw on behalf of Shrivenham Heritage Society. It is an important document in the history of Shrivenham, and whilst this is a precis, a further study of it by students of local history would be welcomed.

The Schedule of documents to which the foregoing Indentures refers.

Lease & Release dated 20/21 July 1716 between Richard Eyloe the elder of Shrivenham, Gent, and Elizabeth his wife and Richard Eyloe the younger, son and heir apparent of Richard Eyloe senior, on the body of Elizabeth his wife begotten on the one part and John Astley of Wilcot, Wilts, Clerk, and William Edwards of the Middle Temple, London, Esq of the other part, purporting to be a settlement of certain lands, tenements and hereditaments in the several parishes of Lechlade, Southerope and Shrivenham to certain premises therein mentioned. Lease executed by and release by Richard Eyloe, Elizabeth Eyloe and Richard Eyloe junior.

Indenture of five *** between John Astley, Clerk and William Edwards, Esq, Plaintiffs and Richard Eyloe, senior and Elizabeth his wife and Richard Eyloe junior, Deforceants of lands, tenements and hereditaments in Lechlade, Southerope and Shrivenham.

27th Oct 1790. The above recited Indenture of feoffment (granting the right of freehold) of that date with Livery and Seizin indorsed and made between the above named Thomas Tyler and Daniel Mills and Sarah his wife.

26th and 27th Oct 1790. The above recited Indenture, Lease and Release of those dates made between Thomas Tyler and Daniel Mills and Sarah his wife on the first part and Thomas Gill of the other part – executed by all parties.

Michaelmas Term, George 3rd. The above mentioned Indenture of fine levied between Thomas Gill, Gent, Plaintiff and Thomas Tyler and Elizabeth his wife and Daniel Mills and

Sarah his wife, Deforceants pursuant to the Indenture of feoffment and Lease & Release of 26th & 27th Oct 1790.

15th Dec 1790. The above recited Indenture of that date made between Thomas Tyler and Daniel Mills and Sarah his wife of the first part, Thomas Gill of the second part and William Digger and James Digger (both since deceased) of the third part - executed by Thomas Tyler, Daniel Mills, Sarah Mills and Thomas Gill.

4th June 1795. Deed Poll of Award under the hands and seals of Thomas Plumer Esq, and Thomas Mills Esq.

Indenture of 11 parts made 11/5/1805, between Thomas Gill, late of the brough of Cricklade, Wilts and now of Gloucester Street, Queens Sq, Parish of St George the Martyr, Middx, Gent, of the first part; Henry Howell the elder of Ampney Crucis, Glos, Gent, (surviving assignee of the estate of Thomas Tyler) late of Minchinhampton, Glos, Innholder, a Bankrupt who was one of the coheirs at law of Richard Eyloe of Shrivenham, Berks, Gent, deceased of the second part; Daniel Mills of Chalford, Parish of Bisley, Glos, Weaver, (who has survived Sarah Mills his late wife another of the three coheirs at law of Richard Eyloe) of the third part; John Digger and Ampney St Mary, Glos Yeoman, and William Digger of the same place, Yeoman, (Executors named in the Will of James Digger, late of Ampney Cruces, who was joint mortgagee of the premises hereinafter released with William Digger late of the same place, Yeoman, deceased and Executor of the Will of the fourth part; John Williamson of Gloucester, Rector, surviving Assignee of the estate of John carter late of Cricklade, Henry Scrivener, a Bankrupt now deceased of the fifth part; Henry Howell as a Mortgagee of the premises hereinafter released of the sixth part; John Tuckwell of Eastleach, Markin, Glos of the seventh part; James Crowdy of Highworth, Wilts, gent of the eighth part; Edward Fairthorne of the Tything of Watchfield, Berks, Yeoman of the ninth part; John Fairthorne of the same place, Yeoman, of the tenth part and William Crowdy of Highworth, Gent on the eleventh part.

Whereas by an Indenture of feoffment dated 27/10/1790 and by Indenture Lease & Release dated 27th & 27th Oct 1790 between Thomas Tyler and Daniel Mills and Sarah his late wife on the first part and Thomas Gill of the other part and by a fine of cognizance ***

etc, with proclamations levied in pursuance thereof for the considerations in the Indenture, Thomas Tyler, Daniel Mills and Sarah his wife did grant, enfeoff, release and convey (among other hereditaments) the whole or entirety of certain hereditaments and premises situate in the parish of Shrivenham whereof the two parts released are part unto and for the use of Thomas Gill upon trust (with the consent of Thomas Tyler and Daniel Mills and Sarah,) to sell the premises and to apply the money to discharging all expenses evident thereto and after payment to pay John Carter or other such person as was intitled in his estate on the fifth part of the residue of the money and a moiety of the remainder to Thomas Tyler and the other moiety to Daniel Mills and Sarah his wife.

Daniel Mills & Sarah his wife to sell the premises and to apply the money to discharging all expenses evident thereto and after, to pay John Carter or other intitled to the same and the remainder to Thomas Tyler and the other moiety to remain with Daniel Mills and Sarah his wife.

And whereas the Indenture dated 15/12/1790 between Thomas Tyler and Daniel and Sarah his wife, on the first part; and Thomas Gill of the second part; and William Digger and James Digger, (both since deceased) of the third part; Thomas Gill by the direction of Thomas Tyler and Daniel Mills and Sarah his wife, testified, did sell to William & James Digger (among other lands) the entirety of the hereditaments of the second third part shares with the appurtenances and the and the term of 1000 years, with the redemption on the payment by Thomas Tyler and Daniel Mills and Sarah his wife of £600 plus interest upon the 15th June next. The £600 was not paid. William Digger died and his Will was made on 15/3/1791 that appointed James Digger as his Executor and then James Digger died having made his Will on 1/12/1792 that appointed John Digger and William Digger as joint Executors on trust. And whereas John & William Digger are now due the sum of £580 from the Will of James Digger. And whereas an Indenture Tripartite dated 18/12/1791 between Thomas Gill (at the request of Thomas Tyler) did grant/sell to Thomas Tyler those five equal parts. To hold the same to Henry Howell for 2000 years, but with a redemption figure of £200 with interest on 8th June next. And whereas Sarah Mills died on 4/6/1794 leaving Daniel surviving. And whereas a commission of bankruptcy was served against John Carter on 13/4/1790 whereupon he was declared bankrupt and John Bodwell and Charles Poulton (both since died) and then John Williamson were

chosen as assignees of his estate and by an Indenture dated 24/4/1790 made between Edward Brewer, Gent, (Page 2) provisional assignee of the estate of John Carter on the first part; William Foudall Esq, James Crowdy and William Ward, Gents, (the major part of the commissioners named on the commission) of the second part. (Note: I think they all hid under the protection of the commission of bankruptcy). Then a commission of bankruptcy was taken out on Thomas Tyler on 8/9/1795 and he was declared bankrupt and Henry Howell and James Digger were assignees of his estate. The assignees did by an assignment dated 21/10/1795 sell to Henry Howell and James Digger, the goods, chattels and personal estate of Thomas Tyler and all that he was intitled to up to the time of his bankruptcy.

Then a commission of bankruptcy was taken out on Thomas Tyler on 8/9/1795 and he was declared bankrupt and Henry Howell and James Digger were chosen assignees of his estate. They by an assignment dated 21/10/1795 sold to Henry Howell and James Digger, the goods, chattels and personal estate of Thomas Tyler and all that he was intitled to up to the time of his bankruptcy.

And whereas about June 1791 a Bill was filed in the Court of Chancery by Thomas Lister Forrest and Thomas Hassall and Eleanor his wife against Thomas Tyler, Daniel Mills and his wife Sarah, and others, praying that a partition might be made of all the estates of which Richard Eyloe died seised (possessed) and that one third part might be deemed to belong to Thomas Lister Forrest and allotted to and hold in severalty by him and that the other two third parts might be allotted to Thomas Tyler and Sarah Mills. To prevent any further litigation the three agreed to abide by the ruling of Thomas Plumer Esq, one of H.M Learned Council in the Law and Thomas Mills Esq, Barrister at Law and of Bonds and Arbitration accordingly. The award dated 4/6/1795 judged that Eleanor wife of Thomas Hassall, Sarah wife of Daniel Mills and Thomas Tyler were coheirs at law of Richard Eyloe, deceased and that upon the death of Mary, wife of John Howell, formerly Mary Keeble, widow of Walter Keeble, deceased on 20/10/1790 became entitled to the real estates of Richard Eyloe in their equal shares and that Sarah Mills and Thomas Tyler with Thomas Lister Forrest (who had purchased the share interest of Eleanor Hassall) were intitled to it in three equal shares.

And whereas sometime in the year 1791 Thomas Tyler and Daniel Mills conceiving themselves with Sarah the wife of Daniel Mills, intitled to the whole of the real estates of Richard Eyloe, contracted with Edward Fairthorne and James Crowdy and John Wirdnam of Shrivenham, Gent, for the sale of certain parts of the estates of Richard Eyloe but on account of the difficulties and disputes respecting the Title, the contracts have never yet been carried into execution. And whereas James Digger, now deceased, not being able to get his mortgage money in 1797 as Mortgagee, filed a bill in Chancery against Thomas Gill, Henry Howell, Charles Poulton, John Williamson, Daniel Mills, James Crowdy, John Wirdnam, Edward Fairthorne and diverse other persons interested in the mortgaged premises, praying payment of his mortgage money and interest or an assurance of the Equity of Redemption of two third parts of the mortgaged premises in Shrivenham and divers proceedings were taken in the suit and considerable expenses incurred, but on the several parties interested agreeing to carry into execution the contract for the sale as before as to two third parts of the premises agreed to be sold and to sell the two third parts of the premises remaining unsold and to authorise and empower James Digger as being the person most interested in the sale of the two third parts of the mortgaged hereditaments and premises to carry into execution and complete the sale and the further proceedings in the suit were staid and the premises were to be paid by James Digger out of the purchase monies to be ***....

And whereas in pursuance of the arrangements made, James Digger with consent of the several parties interested, agreed with the Honourable the Right Reverend Shute Lord Bishop of Durham, The Rev George Barrington, Clerk, (who was to become Viscount Barrington 5th in 1814) and William Price Esq, for the sale to them of the two third parts of the mortgage premises situate at Shrivenham remaining unsold and otherwise acted in forwarding the completion of the several contracts for sale, and since his death, John Digger and William Digger (party hereto) have acted in forwarding the completion and every considerable expenses have been incurred thereby. And whereas the whole of the purchase monies to be received for the two third parts of the hereditaments and premises contracted amounts to the sum of £1144.13.4 the whole of which it has been agreed shall be paid to John Digger and William Digger as being the persons intitled to the greatest payment (this is where the property known as Elm Tree House today, went into the Barrington Estate. See Listing No: N920) and most interested to be applied by them in satisfying and discharging the costs, charges and expenses incurred in prosecuting and defending the suit of Equity and in forwarding and

completing the sales of the two third parts of the hereditaments and premises contracted to be sold, and the surplus to be applied in paying and satisfying the one fifth part of the purchase monies after payment of such costs, charges and expenses to which John Williamson (New Page) is entitled as surviving assignee of the estate of John Carter under the Trusts of the Indenture of Release of the 27/10 1790 and in paying the principal and interest money due and owing to them John Digger and William Digger after paying expenses, there will not remain any overplus monies to be paid to Daniel Mills in respect of the third part or to Henry Howell in part of the principal and interest monies due under the mortgage made to him by Thomas Tyler but Henry Howell has agreed to assign all his Right and Interest in the two third parts of the hereditaments and premises later described. And the parts of the hereditaments and premises which Edward Fairthorne and James Crowdy have contracted to purchase consist of the two third parts undivided which Thomas Tyler and Sarah the wife of Daniel Mills became entitled to of and in the lands and hereditaments later described and the purchase money for the same amounts together the sum of £701.6.8 and James Crowdy having relinquished his purchase to Edward Fairthorne and he Edward Fairthorne having given up the whole of the purchase to John Fairthorne has been agreed that the two third parts be assigned and conveyed as later mentioned.

This Indenture witnesseth in consideration of the sum of £701.6.8 to John and William Digger in hand paid by Edward Fairthorne and John Fairthorne is acknowledged. They are selling:

All those two thirds parts and shares of and in particular several closes, pieces or parcels of land and ground, hereditaments and premises hereunderafter mentioned and described (whereof two third parts are hereafter granted and released) with their appurtenances being part of the premises sold by the Indenture of mortgage of the 15/12/1790. To have and to hold the two third parts undivided of Thomas Tyler and the late Sarah Mills.

And for 10 shillings paid to Henry Howell by William Crowdy, all those two undivided fifth parts or shares late of Thomas Tyler (the whole into five equal parts to be considered as divided of and in the two undivided third parts.

New Page.

Description of the lands

A parcel of land known as South Side Close otherwise Sandy Ground, 9a.3r.31p

Pasture ground known as Grove Close 24p

Arable land known as Park Gate Close 6a

Pasture ground called Cowleaze 2a.1r.3p

Pasture called Breach Mead with Withy Beds and Coppice adjoining 2a.1r.7p.

Pasture called New Close 1a.3r.30p

All in Shrivenham and late in the tenure of Thomas Dodwell and now of Ann Giles, widow and William Lucas

New & last Page

The lands and premises situate in the several parishes of Lechlade and Southrop, Glos and Shrivenham, Berks, purchased in part by Mary Jenner of Marston Meysey, Wilts, Spinster and later purchased by John Tuckwell. The several deeds, writings and evidences have all been given to John Tuckwell who will upon request produce them to the Fairthornes who have bought the lands.