

001. Ardley Kendall 1750 Indenture. Lease for a year dated 23-10-1750 made in the 24th year of the reign of George II by Moses Kendall and Benjamin Ardley (son of Benjamin Ardley deceased who was in turn son of Benjamin Ardley deceased) in favour of Jeremiah Raven and John Finch. Price of lease 5 shillings each, rent one peppercon 'if demanded'. The property dealt with is: (1) Farm in Great Braxted parish with one field of 20 acres and one field of 8 acres; (2) Land of 2.5 acres in Tolleshunt Plains [modern Tolleshunt Major]; (3) Farm of 27 acres in Rivenhall and Cressing parishes [not named but believed to be Wrights Farm] formerly occupied by Benjamin Ardley grandfather then occupied by Benjamin Ardley father and now occupied by Isaac Ardley. Refers to an Indenture [deed 002] to be made the day after the present agreement between the same two parties plus Sarah Kendall, daughter of Moses Kendall, as the third party. Signed and sealed by Moses Kendall and Benjamin Ardley.

Section 1. Letter by Letter Transcription preserving capitalisation and manuscript lines

(on the reverse so as to be visible when folded)

Kendall & ad }
To } *L*ease for a Year
Raven & ad }

*S*at the Twenty third day of October 1750

Sealed and Delivered (being first duely
Stamp't According to Law) In the P'sence of Us

(signed) *Francis Tarrant*

Ino Scott

(main document)

This Indenture made the Twenty third day of October in the Twenty ffourth year of the Reign of our Sovereign Lord George the Second x
by the Grace of God of Great Britain ffrance and Ireland King Defender of the ffaith and so forth and in the year of our Lord One thousand Seven hundred and xm
ffifty **Between** Moses Kendall of Great Braxted in the County of Essex yeoman and Benjamin Ardley of ffaulkbourne in the county aforesaid yeoman
Son and Heir of Benjamin Ardley late of Rivenhall in the county aforesaid yeoman deceased who was Son and Heir of Benjamin Ardley late of Cressing in the xm
county aforesaid yeoman also deceased of the one part and Jeremiah Raven of Inworth in the county aforesaid yeoman and John Ffinch of Rivenhall in the county
aforesaid
yeoman of the other part **Witnesseth** that the said Moses Kendall and Benjamin Ardley party hereto for and in consideration of the Sume of ffive Shillings
apeice of Lawfull money of Great Britain to them the said Moses Kendall and Benjamin Ardley party hereto in hand well and truely paid by the said Jeremiah xm
Raven and John ffinch at and before the sealing and delivery of these presents the receipt whereof they the said Moses Kendall and Benjamin Ardley party hereto do
hereby severall xmx
acknowledge and for diverse other good causes and considerations them thereunto severally moving **have** and each of them hath Granted Bargained and Sold and by
these xmx
presents **Do** and each of them Doth Grant Bargain and Sell unto the said Jeremiah Raven and John ffinch their Extors Adtors and Assigns **All** that ffreehold
Mesuage or xmxm
Tenement Scituate lying and being in the Parish of Great Braxted aforesaid together with the Pot- Ash house Outhouses Ediffices Buildings Barns Stables Yards Gardens
and xm
Orchards thereunto belonging **And also** all those three Several ffields peices or parcels of Land Arrable Meadow or Pasture thereunto also belonging and now Used
x
and Occupied to and with the same and herein after particularly mentioned and discribed (that is to say) **One** ffield or parcel of Land called the Twenty acre ffield
xmxm
lying near or adjoining to the said ffreehold Mesuage or tenement and containing by estimation Twenty acres more or less and now Intended to be divided into three
ffields or

parcels of Land **One** other ffield or parcell of Land called the eight acre ffield lying at the bottom of the said ffield called the twenty acre ffield and containing by
xmxmx
estimation eight acres more or less as the said two ffields or parcels of Land are Scituate lying and being in the Parish of Great Braxted aforesaid **And also** all x
ffield or parcel of Pasture land called the Meadow containing by estimation two acres and an half more or less Scituate lying and being upon a certain Place called xmxm
Tolleshunt Plains in the Parish of Tolleshunt Beckingham in the County of Essex aforesaid and also all and every the Ways Waters Watercourses Easements
Priviledges Proffits Commons and right of Commonage Comodities Advantages emoluments rights members hereditaments and appurtenances whatsoever to the xm
said ffreehold mesuage or tenement Lands and premises belonging or in anywise appertaining ot to ot with the same now or lately used occupied or enjoyed
or accepted reputed deemed ot taken as part parcel or member thereof as the same now are in the tenure or occupation of the said Moses Kendall his xmx
assignee undertenants or assigns **And also** all that mesuage or tenement and ffarm scituate lying and being in the Several Parishes of Rivenhall and Cressing in the
county of Essex aforesaid or in some other Parish or Parishes next or near thereunto adjoining together with all the Houses xmxm
Outhouses Ediffices Buildings Barns Stables Yards Gardens Orchards Lands Meadows Pastures Ways Waters Watercourses easements privileges
proffits Rights members comodities advantages hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining or now or lately x
therewith Used Occupied or enjoyed reputed taken or known as part parcel or member thereof containing together in the whole by estimation Twenty Seven xm
acres more or less formerly in the tenure or occupation of the said Benjamin Ardley the Grandfather deceased since in the tenure or occupation of the said Benjamin
Ardley ffather of the said Benjamin Ardley party hereto and now in the tenure or occupation of Isaac Ardley his assignee or assigns and the Reversion
and Reversions Remainder and Remainders together with the Rents Issues and proffits of all and singular the said premises and of every part and parcel x
thereof **To have and to hold** the said mesuages or tenements Lands Hereditaments and all and singular other the premises herein before mentioned x
and Intended to be hereby Granted Bargained and Sold with their and every of their appurtenances unto the said Jeremiah Raven and John ffinch their
Extors Adtors and Assigns from the day next before the day of the date of these presents for during and unto the full end and terme of one whole year from
thence next ensueing and fully to be compleate and ended **yielding** and paying therefore unto the said Moses Kendall and Benjamin Ardley party
hereto their heirs or assigns the rent of one pepper corn only on the last day of the said term (if the same shall be Lawfully demanded) to the Intent and xm
purpose that by vertue of these presents and by force of the Statute made for transferring of Uses into possession the said Jeremiah Raven and John xmx
ffinch may be in the Actual Possession of the said hereby Bargained and Sold Premisses and be thereby e?abled to accept and receive a Grant and Release of x

of the said premisses together with the Reversion and Inheritance thereof to them and their heirs and assigns To such Uses Intents and Purposes as in and by one Indenture of Release of three parts bearing date the day next after the day of the date of these presents and made or mentioned to be made x Between the said Moses Kendall and Benjamin Ardley party hereto of the first part the said Jeremiah Raven and John ffinch of the second part and Sarah xm Kendall of Great Braxted aforesaid spinster only Daughter of the said Moses Kendall of the third part shall be declared Lmitted and Appointed and to and x for none other Use Intent or Purpose Whatsoever **In Witness** whereof the parties first above named to these present Indentures their hands and seals I??? th??? ??? have sett the day and year first above written **S**

(signed and sealed) *Moses Kendall*

(signed and sealed) *Benjamin Ardley*

Section 2. Transcription into Modern English with standardised capitalisation and current spelling

(on the reverse so as to be visible when folded)

Kendall & others }
to } **Lease** for a Year
Raven & others }

Sat the twenty third day of October 1750

Sealed and delivered (being first duly stamped according to law) in the presence of us

(signed) *Francis Tarrant*

Ino [Indigo] Scott

(main document)

This Indenture made the twenty third day of October in the twenty fourth 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 Fifty

between

Moses Kendall of Great Braxted in the County of Essex yeoman and Benjamin Ardley of Faulkbourne in the county aforesaid yeoman son and heir of Benjamin Ardley late of Rivenhall in the county aforesaid yeoman deceased who was son and heir of Benjamin Ardley late of Cressing in the county aforesaid yeoman also deceased of the one part

and Jeremiah Raven of Inworth in the county aforesaid yeoman and John Finch of Rivenhall in the county aforesaid yeoman of the other part

witnesseth that the said Moses Kendall and Benjamin Ardley party hereto for and in consideration of the sum of Five Shillings apeice [each] of lawful money of Great Britain to them the said Moses Kendall and Benjamin Ardley party hereto in hand well and truly paid by the said Jeremiah Raven and John Finch at and before the sealing and delivery of these presents [the present agreement] the receipt whereof they the said Moses Kendall and Benjamin Ardley party hereto do hereby severall [mistake for severally] acknowledge and for diverse other good causes and considerations them thereunto severally moving **have** and each of them hath granted bargained and

sold and by these presents [the present agreement] do and each of them doth grant bargain and sell unto the said Jeremiah Raven and John Finch their Executors Adtors and Assigns

all that freehold messuage or tenement situate lying and being in the Parish of Great Braxted aforesaid together with the pot-ash house outhouses edifices buildings barns stables yards gardens and orchards thereunto belonging **and also** all those three several fields pieces or parcels of land arable meadow or pasture thereunto also belonging and now used and occupied to and with the same and herein after particularly mentioned and described (that is to say) **one** field or parcel of land called the twenty acre field lying near or adjoining to the said freehold messuage or tenement and containing by estimation twenty acres more or less and now intended to be divided into three fields or parcels of land **one** other field or parcel of land called the eight acre field lying at the bottom of the said field called the twenty acre field and containing by estimation eight acres more or less as the said two fields or parcels of Land are situate lying and being in the Parish of Great Braxted aforesaid

and also all field or parcel of pasture land called the meadow containing by estimation two acres and an half more or less situate lying and being upon a certain place called Tolleshunt Plains in the Parish of Tolleshunt Beckingham [Tolleshunt Major] in the County of Essex aforesaid and also all and every the ways waters watercourses easements priviledges profits commons and right of commonage commodities advantages emoluments rights members hereditaments and appurtenances whatsoever to the said freehold messuage or tenement lands and premises belonging or in anywise appertaining or to or with the same now or lately used occupied or enjoyed or accepted reputed deemed ot taken as part parcel or member thereof as the same now are in the tenure or occupation of the said Moses Kendall his assignee undertenants or assigns

and also all that messuage or tenement and farm [Wrights Farm] situate lying and being in the several parishes of Rivenhall and Cressing in the county of Essex aforesaid or in some other Parish or Parishes next or near thereunto adjoining together with all the houses outhouses edifices buildings barns stables yards gardens orchards lands meadows pastures ways waters watercourses easements privileges profits rights members comodities advantages hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining or now or lately therewith used occupied or enjoyed reputed taken or known as part parcel or member thereof containing together in the whole by estimation twenty seven acres more or less formerly in the tenure or occupation of the said Benjamin Ardley the grandfather deceased since in the tenure or occupation of the said Benjamin Ardley father of the said Benjamin Ardley party hereto and now in the tenure or occupation of Isaac Ardley his assignee or assigns and the reversion and reversions remainder and remainders together with the rents issues and profits of all and singular the said premises and of every part and parcel thereof

to have and to hold the said messuages or tenements lands hereditaments and all and singular other the premises herein before mentioned and intended to be hereby granted bargained and sold with their and every of their appurtenances unto the said Jeremiah Raven and John Finch their executors adtors and assigns from the day next before the day of the date of these presents [of the present agreement] for during and unto the full end and term of one whole year from thence [the date already mentioned i.e. the date of the present agreement] next ensuing and fully to be complete and ended

yielding and paying therefore unto the said Moses Kendall and Benjamin Ardley party hereto their heirs or assigns the rent of one peppercorn only on the last day of the said term (if the same shall be lawfully demanded) to the intent and purpose that by virtue of these presents [the present agreement] and by force of the statute made for transferring of uses into possession the said Jeremiah Raven and John Finch may be in the actual possession of the said hereby bargained and sold premises

and be thereby e?abled [mistake for enabled] to accept and receive a grant and release of of the said premises together with the reversion and inheritance thereof to them and their heirs and assigns

to such uses intents and purposes as in and by one Indenture of Release of three parts bearing date the day next after the day of the date of these presents [the present agreement] and made or mentioned to be made between the said Moses Kendall and Benjamin Ardley party hereto of the first part the said Jeremiah Raven and John Finch of the second part and Sarah Kendall of Great Braxted aforesaid spinster only daughter of the said Moses Kendall of the third part shall be declared limited and appointed and to and for none other use intent or purpose whatsoever

in witness whereof the parties first above named to these present indentures their hands and seals ? th? ? have set the day and year first above written

S [scribe's identifier?]

(signed and sealed) *Moses Kendall*

(signed and sealed) *Benjamin Ardley*

Section 3. WPS Notes

Transcriptions

The **Letter by Letter Transcription (Section 1)** is faithful to the manuscript, following the original lines of text, so as to allow reference back to the original, and with spellings and capitalisation as in the manuscript. As can be seen, in the manuscript most nouns (certainly all important nouns) are capitalised (akin to modern German capitalisation of nouns).

There follows **Transcription into Modern English (Section 2)** with capitalisation standardised and my explanatory notes in green. This section also deals with:

- **double initial ff** is rendered as a single capital **F**. Note this same double form persists today in some surnames and placenames. Wikipedia describes double initial **ff** as "a foolish mistake... [it is] no duplication... simply a capital **F**", see https://en.wikipedia.org/wiki/Word-initial_ff
- **xm xm**. The repeated alternate **x** and **m** used at the end of the manuscript lines as spacefillers (similar to use of dashes in modern typewritten legal texts) have been removed. We don't know whether the specific choice of characters was widespread, or down to the scribe.
- Various **antique spellings** (compleate, discribed, duely, ediffice, ensueing, lawful, limitted, peices, premisses, proffits, reversion, scituated, sett, stamp't, sume, truely) used in the manuscript have been modernised. These spellings were probably widely used at the time (several spellings may have been normal).

Notes

Indenture in this usage means a written contract or sealed agreement between two or more parties. <https://www.dictionary.com/browse/indenture>

yeoman means a man who was free and not a servant, who owned and worked his own land. See <https://www.collinsdictionary.com/dictionary/english/yeoman>

messuage (spelled in the manuscript with only one **s**) means a dwelling house together with its outbuildings, curtilage, and the adjacent land appropriated to its use, see <https://www.collinsdictionary.com/dictionary/english/messuage>

Tolleshunt Plains. I can find no place today with this name, presumably this refers to the area of Plains Road, near Tolleshunt Major, lying between Great Totham and Little Totham.

Tolleshunt Beckingham [Parish] is a former name for **Tolleshunt Major** [Parish], named after Beckingham Hall, once an important manor house, which dates from before the 1500s when it was given by Henry VIII to Stephen Beckingham. The original Tudor Hall disappeared in the 1700s, demolished after a fire, but the Tudor Gatehouse can still be seen from the road. The line drawing of the original Beckingham Hall on this website <http://www.churchside1.plus.com/Goldhanger-past/BeckinghamHall.htm> refers to **ye Parish of Tolleshunt Beckingham**. For more on Beckingham see <https://www.itsaboutmaldon.co.uk/beckingham/> and <https://www.dailymail.co.uk/news/article-4499750/Beckingham-Hall-sale-time-300-years.html>

Wrights Farm. The "mesuage or tenement and ffarm scituate lying and being in the several Parishes of Rivenhall and Cressing... containing together in the whole by estimation twenty seven acres more or less" is presumably **Wrights Farm**. Note today it is reckoned to be 29 acres.

Repetition in singular and plural. There is occasional repetition e.g. reversion and reversions, remainder and remainders. Today this would be covered by an initial note stating where one is used both are intended.

These presents [agreements]. Today we would write **the present agreement** in the singular.

Observations

- **'and so forth'** is used at the end of the king's title (or when the lawyers felt it was already long enough?!) does seem somewhat offhand today (it had me in stitches!). I don't know if this style for the sovereign's title was widely used. Whether it felt at the time in the slightest disrespectful we may never know!
- **'more or less'** is used four times on the size of the fields, presumably no one had actually been engaged to measure the fields and the lawyers felt this phrase covered the ambiguity, but it does feel today rather casual language (perhaps this explains the later adoption of foreign imports such as **approximately** and **circa** to express such ambiguity in a scientific-sounding way).
- **'or in some other Parish or Parishes next or near thereunto adjoining'** in the description of Wrights is notably ambiguous. Presumably someone present was unsure it was entirely within Cressing and Rivenhall Parishes but either couldn't name the third parish or didn't want to invalidate the description by listing a third parish erroneously. One can imagine the discussion; the phrase adopted probably seemed a good compromise at the time!

Persons

Several of the individuals can be easily found on the ancestry websites and findagrave.com Benjamin Ardley 1726-1775 married Sarah Kendall 1729-1790 (she remarried after her husband's death to become Sarah Picknett), both are listed as buried in All Saints Church, Cressing. Their firstborn son was also a Benjamin Ardley 1754-1816, as was in turn his first born son a Benjamin Ardley 1784-1866. Cross-referencing the individuals named in these deeds with other records is a whole new line of research waiting to be done! For the time being I am concentrating on the deeds themselves!