

**This Indenture** made the Third Day of September in the twenty ninth year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King defender of the faith ?? And in the year of our Lord One thousand seven hundred and eighty nine **Between** *Francis Newman* the younger of North Cadbury in the County of Somerset and of Greenford in the County of Middlesex Esquire of the one part and *Alexander Higginson* of Harley Street near Cavendish Square in the said County of Middlesex Esquire of the other part **Whereas** the Manors Messuages, Farms Lands Tenements and Hereditaments hereinafter expressed to be hereby demised stand settled and limited *To the Use* of Francis Newman the Elder (uncle of the said Francis Newman party hereto) and his Assigns for his life Remainder *To the Use of* Trustees and their Heirs during the life of the said Francis Newman the elder successively in tail male and for default of such issue as for and concerning All the Messuages Farms and with the appurtenances called Sparkford Farm now or late in the possession of William Welch as tenant thereof containing Four hundred Acres more or less *To the Use of* the said Francis Newman party hereto and his Assigns for his life Remainder to the Use of Frances Newman wife of the said Francis Newman party hereto and her Assigns for her life remainder *To the Use of* the said Francis Newman party hereto his Heirs and Assigns for ever And for default of Issue male of the said Francis Newman the elder As for and concerning all other Manors Messuages Farm Lands Tenements Tithes and Hereditaments hereinafter expressed to be hereinafter demised (except the aforesaid Lands and Hereditaments now or late in the occupation of William Welch) *To the Use of* the said Francis Newman party hereto his Heirs and Assigns for ever **And whereas** it has been agreed between the said Francis Newman (party hereto) and Alexander Higginson in manner following (that is to say) that the said Alexander Higginson shall advance and pay to the said Francis Newman (party hereto) the Sum of Seven thousand Pounds on the execution of these presents and in consideration thereof that the said Francis Newman (party hereto) shall pay to the said Alexander Higginson the Sum of Fouteen (*sic*) thousand Pounds at the end of nine Calendar Months next after the decease of the said Francis Newman the Elder in case there shall be no Issue Male of the body of the said Francis Newman the elder then living or in case there shall be any issue male then living then at the end of three calendar months after decease of such issue male without issue male under the Age of Twenty one years as the case may happen And further that the said Alexander Higginson shall pay to the said Francis Newman party hereto for the term of five years to be computed from the day of the date of these presents if the said Francis Newman party hereto and Francis Newman the elder shall both so long live and the said Francis Newman the elder shall not have issue male the yearly sum of Three hundred Pounds by half yearly payments And in consideration of the said yearly sum to be paid by the said Alexander Higginson as aforesaid it hath been agreed that the said Francis Newman (party hereto) shall pay to the said Alexander Higginson at the end of nine calendar months next after the decease of the said Francis Newman the elder in case there shall be no issue male of his body then living or there being such if such issue male shall happen to die under the Age of Twenty one years and without issue male then within three calendar months after that event happening the Sum of Six hundred pounds for every yearly Sum of Three hundred pounds which shall have been paid to him the said Francis Newman party hereto by the said Alexander Higginson in the event of the death of either of them the said Francis Newman the elder and Francis Newman the younger before the day on which the other half yearly payment thereof would have accrued and become due **Now this Indenture witnesseth** that in consideration of all and

singular the premises and of the covenant of the said Alexander Higginson hereinafter contained and also for and in consideration the Sum of Seven thousand pounds of lawful money of Great Britain by the said Alexander Higginson to the said Francis Newman (party hereto) in hand well and truly paid now at the time of the sealing and delivery of these presents the receipt whereof he doth hereby acknowledge and thereof and therefrom and of and from every part thereof both acquit release and discharge the said Alexander Higginson his Heirs Executors and Assigns by these presents he the said Francis Newman (party hereto) **Hath** granted bargained sold and demised and by these presents **Doth** grant bargain sell and demise unto the said Alexander Higginson his Executors Admors (*sic*) and Assigns **All those** the Manors of North Cadbury and Sparkford with their respective Rights Members and Appurtenances in the said County of Somerset And all that capital Messuage and Farm of North Cadbury and the ??? Lands thereto belonging and all those the Messuages Farms and ??? Lands of Sparkford aforesaid And the Advowson Right of patronage and presentation of the Parish Church of Sparkford aforesaid And all other the Messuages Lands Tenements and Hereditaments whatsoever situate lying and being in the Towns Villis Hamlets or parishes of North Cadbury and Sparkford aforesaid or either of them in the said County of Somerset whereof or wherein the said Francis Newman party hereto or any other person or persons \_\_\_\_\_

Security from Francis Newman Jnr. Esq. to Alexander Higginson Esq. for £14,000 and further sums(?) eventually on the death of N? Newman ??? without Issue Male.

Dated 3<sup>rd</sup> September 1789

Received the day and year first within written of and from the within named Alexander Higginson the full Sum of Seven thousand pounds being the Consideration Money within mentioned to be paid by him to me.

£  
7000

Sealed and delivered (being first duly stampd (*sic*) in the presence of, the word "September" in the first line of the within ???? being first wrote on an erasure an the alterations in the last ??? om ???? being first made

Signed F? Newman Witness Edwin Dawes

Signed Edwin Dawes ????