Mr James Creed Eddels

----- to -----

Mr Edward Bing and

Mr George White Bing

Appointment by way of conveyance of a piece or Lot of Building Land in Ramsgate Vale.

This indenture made the first day of September In the year of our Lord One Thousand eight hundred and forty three BETWEEN

James Creed Eddels of Piccadilly in the county of Middlesex Hosier of the first part Edward Bing of Ramsgate in the Isle of Thanet in the County of Kent Builder of the second part and George White Bing of Ramsgate aforesaid Builder of the third part WITNESSETH that in consideration of the sum of One hundred and twenty pounds of lawful money current in Great Britain to the said James Creed Eddels paid by the said Edward Bing and George White Bing in equal moieties before the execution of these presents the receipt whereof the said James Creed Eddels doth hereby acknowledge and from the same doth hereby acquit release and discharge the said Edward Bing and George White Bing respectively and their respective heirs executors administrators and assigns He the said James Creed Eddels in pursuance and exercise and execution so far as regards the piece or parcel of Land and hereditaments mentioned to be hereby appointed of the power and authority to him given reserved or limited by virtue of certain Indentures of Lease and Release dated respectively the twenty first and twenty second days of August One thousand eight hundred and thirty nine the Release being made between William Minter therein described of the first part John Collard and George Witherden therein also described of the second part the said James Creed Eddels of the third part and Edward Miles therein also described of the fourth part and by force and virtue of all and every other power and powers authority and authorities whatsoever to him the said James Creed Eddels given or in him vested HATH directed limited and appointed and by this present deed or writing by him sealed and delivered in the presence of and attested by two credible witnesses **DOTH** direct limit and appoint That ALL THAT piece of parcel of Land containing by admeasurement as well in front on the South East side thereof as in rear on the North West side thereof forty feet little more or less and in length as well on the South West side thereof as on the North East side thereof seventy five feet little more of less situate lying and being in Ramsgate aforesaid in the said Isle of Thanet and County of Kent in a certain place there called Ramsgate Vale and now in the possession of the said Edward Bing and George White Bing abutting to a thirty feet road in front towards the South East to Land of the Devisees of Richard Tomson deceased towards the North West to other Lands of the said James Creed Eddels agreed to be sold to James Steed towards the North East and to other lands of the said James Creed Eddels towards the South West Which said piece or parcel of Land is part of a larger piece of Land of four acres three roods and thirty eight perches purchased by the said James Creed Eddels of the said William Minter by the hereinbefore mentioned Indentures of Lease and Release bearing date respectively the twenty first and twenty second days of August one thousand eight hundred and thirty nine Together with all easements and appurtenances thereto belonging SHALL (subject to the Stipulations and Restrictions contained in a certain Indenture bearing date the thirteenth day of April one thousand eight hundred and forty one and made between the said James Creed Eddels of the first part William Saxby therein described of the second part and the several other persons who should at any time or times hereafter sign seal and deliver the said Indenture of the third part being a Deed of Stipulations and Restrictions relative to the said place called Ramsgate Vale so far as such Stipulations and Restrictions affect the said piece or parcel of Land and hereditaments hereinbefore described) henceforth remain and be To the several uses and for the ends intents and purposes hereinafter declared concerning the same (that is to say) As to one full equal undivided half part or share thereof the whole into

two equal parts or shares to be divided TO THE USE of such person or persons for such estate or estates and in such parts shares and proportions and for such ends intents and purposes and subject to such powers provisos limitations declarations and agreements as the said Edward Bing by any Deed or Deeds writing or writings to be sealed and delivered by him in the presence of and to be attested by two or more credible witnesses shall direct limit or appoint And in default of and until such direction limitation or appointment and so far as the same if incomplete shall not extend **TO THE USE** of the said Edward Bing his heirs and assigns for ever freed and discharged as he doth hereby direct and declare of all right and title to Dower as well of the present as of any future wife of him the said Edward Bing AND as to the other full equal undivided half part or share the whole into two equal parts or shares to be divided of and in the said piece or parcel of land hereditaments and premises with the appurtenances **TO THE USE** of such person and persons for such estate or estates and in such parts shares and proportions and for such ends intents and purposes and subject to such powers provisos limitations declarations and agreements as the said George White Bing by any Deed or Deeds Writing or Writings to be sealed and delivered by him in the presence of and to be attested by two or more credible witnesses shall direct limit or appoint and in default of and until such direction limitation or appointment and so far as the same if incomplete shall not extend **TO THE USE** of the said George White Bing his heirs and assigns for ever freed and discharged as he doth hereby direct and declare from all right and title to Dower as well of the present as of any future wife of him the said George White Bing AND THIS INDENTURE FURTHER WITNESSETH that for the considerations aforesaid the said James Creed Eddels **DOTH** by these presents give and grant unto the said Edward Bing and George White Bing respectively and their respective heirs appointees and assigns the free use and benefit in common with other parties entitled thereto of the Road of Thirty feet at the South East side of the said piece or parcel of Land mentioned to be appointed and of all other Roads and passages over Land of him the said James Creed Eddels communicating between the said piece or parcel of Land mentioned to be hereby appointed and the Road or Street leading from Ramsgate aforesaid towards Pegwell AND the said James Creed Eddels for himself his heirs executors and administrators doth hereby covenant promise and agree to and with the said Edward Bing and George White Bing respectively and their respective heirs and assigns and manner following / that is to say / that notwithstanding any act deed matter or thing whatsoever by him the said James Creed Eddels done committed or knowingly suffered to the contrary the power by the hereinbefore mentioned Indenture of Release given to him was thereby well and effectually created and the same as to the said hereditaments hereby appointed is now in full force and that by the exercise hereby made thereof the same hereditaments will be effectually assured to and for the several uses and in manner aforesaid AND ALSO that they the said Edward Bing and George White Bing respectively and their respective heirs appointees and assigns shall and lawfully may at all times hereafter peaceably and quietly have hold and enjoy the hereditaments hereby appointed and receive and take the rents and profits thereof for their respective use free from all incumbrances whatsoever made done committed or suffered by him the said James Creed Eddels or by any person or persons lawfully or equitably claiming or to claim by from through under or in trust for him AND ALSO that the said James Creed Eddels and his heirs and all other persons having or lawfully or equitably claiming or to claim any estate right title or interest in to or out of the said hereditaments mentioned to be hereby appointed by from through under or in trust for him or them shall and will at all times hereafter upon every reasonable request and at the expense of the said Edward Bing and George White Bing respectively and their respective heirs appointees and assigns make do and execute or cause or procure to be made done and executed all such further and other lawful and reasonable acts deeds devices conveyances and assurances in the law whatsoever for the better appointing and assuring the same piece or parcel of Land and hereditaments with the appurtenances. To the several uses and in manner aforesaid as by the said Edward Bing and George White Bing respectively or their respective heirs appointees or assigns or their Counsel in the law shall be reasonably devised or advised and required and tendered to be made done and executed AND ALSO that he the said James Creed Ebbels his heirs executors or administrators some or one of them shall and will at all times hereafter upon every reasonable request and at the expense of the said Edward Bing and George White Bing respectively and their respective heirs appointees or assigns produce or procure to be produced unto the said Edward Bing or George White Bing respectively and their respective heirs appointees or assigns or to their Counsel Solicitor or Agent or at any trial or hearing in any Court or law or equity or upon the execution of any Commission for the examination of witnesses or elsewhere as occasion shall require for the manifestation or defence of the right and title of the said Edward Bing and George White Bing respectively and their respective heirs appointees or assigns in and to the said hereditaments hereby appointed or any part thereof / unless prevented by fire or other inevitable accident / as well the hereinbefore mention Indentures of Lease and Release dated respectively the twenty first and twenty second days of August one thousand eight hundred and thirty nine and the hereinbefore mention Deed of Stipulations and also the several other deeds or writings mentioned in the Schedule hereunder written any or either of them IN WITNESS whereof the said parties to these presents have hereunto set th

## The schedule above referred to.

1793 October 16 <sup>th</sup> & 17 <sup>th</sup>	Indentures of Lease and Release the Release between Friend Tomlin and John Drayton Lawkins of the first part John Cooper of the
	second part and William Minter and John Harman of the third part.
1805 November 14 <sup>th</sup>	Indenture between John Cooper of the one part and William Minter and John Harman of the other part.
1818 October 22 <sup>nd</sup>	Indenture between William Minter, John Harman and Michael Mastall of the one part and Ann Curkett of the other part.
1827 January 5 <sup>th</sup>	Indenture between Mary Minter of the one part and Ann Curkett of the other part.
1828 September 23 <sup>rd</sup>	Indenture between Latham Osborn the elder and Edward Dering of the first part Mary Minter of the second part and John Collard and
	George Witherden of the third part.

Received the day and year first within written of and from the within named Edward Bing and George White Bing the sum of One hundred and twenty pounds being the consideration money within mentioned to be paid by them to me

£120

J C Eddels

witness hereto

Martin Daniel John Wright

Transcribed: Gerald Tripp, March 2015.

Signed sealed and delivered by the within named James Creed Eddels in the presence of

Martin Daniel, Ramsgate --John Wright, Servant to M<sup>rrs</sup> Daniel, Ramsgate