

Will of Reverend Josias Pomfret, Clerk of Biddenden, Kent
22 December 1775
PROB 11/1014
Records of the Prerogative Court of Canterbury
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Transcribed by Heather Askham
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The Reverend Josias Pomfret, Clerk

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1. In the Name of God Amen
2. I **Josias Pomfret** of **Biddenden in the County of**
3. **Kent** Clerk being in good Health of Body and of sound
4. and disposing Mind Memory and Understanding / praised
5. be God for the same / do make and ordain this my last
6. Will and Testament in manner and form following
7. that is to say/ First I will that all such debts as I so
8. shall owe at the time of my Decease together with my
9. Funeral Charges be in the first place fully paid and
10. satisfied. Also I order and desire my Executors herein after
11. named to erect a black Marble Tomb Stone over my
12. Grave as soon as it can be done conveniently and to
13. enclose the same with Iron Nails in the same manner
14. as the other Tomb Stones belonging to my Family / Also I
15. give and devise unto the **Reverend William Bedford** of
16. **Beaksbourn in the said County of Kent** Clerk and **Peter**
17. **Berry** of **Biddenden** aforesaid Gentleman and their Sons
18. and Assigns for and during the natural life of my
19. Niece **Sarah Neville** Wife of **Henry Neville** of **Wingham**
20. **in the said County of Kent** Surgeon all that my
21. Messuage or Tenement and the Garden Orchards Barns
22. Stable Closes and several pieces or parcels of Land Arable
23. Meadow and Pasture thereunto belong or thereunto

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1. used letten occupied or enjoyed with their Appurtenances
2. containing together in the whole by Estimation forty
3. three Acres more or less situate lying and being in the
4. parish of **Biddenden** aforesaid which said Messuage or
5. Tenement was late in the Tenure or Occupation of my
6. late deceased Brother **John Pomfret** and of **John Twain**
7. or one of them or their or one of their Assigns or
8. Undertenants and now is in the Tenure or Occupation
9. of me the said **Josias Pomfret** and the said Lands
10. and other the said promises were late in the several
11. Tenures or Occupations of the said **John Pomfret** and
12. **Henry Reed** Gentleman or one of them or their or
13. one of their Assigns or Undertenants and now are in
14. the several Tenures or Occupations of the said **Henry**
15. **Reed** and of me the said **Josias Pomfret**¹ my --- several
16. pieces or parcels of Land with the Appurtenances to the
17. said Messuage or Tenement also Belonging or appertaining
18. or therewith used letten occupied or enjoyed sustaining in
19. the whole by Estimation six Acres more or less lying and
20. being in the parish of **Biddenden** aforesaid and late in
21. the Tenure or Occupation of **Thomas Pemble** his Assigns
22. or Undertenants and now in my own occupation in Trust
23. that they the said **William Bedford** and **Peter Berry**
24. and the survivor of them and the Heirs or Assigns of
25. each survivor shall and will from time to time pay
26. and apply all the clear Rents Issues and Profits thereof
27. remaining after the full payment of Quit Rents Taxes
28. Repairs and all other Charges and Reprizes to be from
29. time to time issuing or payable out of or for or in
30. respect of the said promises or any part thereof unto
31. the said **Sarah Neville** or otherwise empower permit
32. and suffer her the said **Sarah Neville** to receive and
33. take the same for and during the term of her natural
34. life to and for her own sole proper separate and
35. peculiar use and benefit apart from the said **Henry**
36. **Neville** her husband and so as the same or any part
37. thereof shall not be subject to his intermeddling Control
38. Management Debts Contracts or Engagements and I do
39. hereby will order and direct that the Receipt or Receipts
40. Acquittance or Acquittances of her the said **Sarah Neville**
41. alone under her hand without her said husband shall
42. notwithstanding her Coverture be a good and sufficient
43. discharge for so much thereof as shall be therein
44. acknowledged or express as be received and from and
45. immediately after the decease of the said **Sarah Neville**
46. I give and devise the said Messuage Lands and Tenements
47. Hereditaments and Promises unto **Josiah Neville**
48. younger son of the said **Sarah Neville** and his Assigns
49. during the Term of his natural life and from and
50. immediately after the determination of that Estate I give
51. and devise the same Messuage Lands Tenements Heredit^{mts}
52. and Promises unto the said **William Bedford** and **Peter**

¹ Or one of us our or one of our Assigns or Undertenants and also all that

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1. **Berry** and their heirs for and during the natural life of
2. the said **Josiah Neville** upon Trust only to preserve the
3. contingent Estates herein after limited from being defeated
4. or destroyed and for that purpose to make entries and
5. bring actions as occasion shall require But nevertheless to
6. permit and suffer the said **Josiah Neville** and his Assigns
7. during his natural life to receive and take the Rents Issues
8. and profits thereof to and for his and their own proper
9. use and benefit and from and immediately after the decease
10. of the said **Josiah Neville** I give and devise the same
11. Messuage Lands Tenements Hereditaments and Promises to
12. all and every the son and sons of the said **Josiah Neville**
13. lawfully to be begotten and the Heirs of the Body and
14. Bodies of all and every each son and sons severally and
15. respectively lawfully issuing such sons if more than one to
16. take as Tenants in Common and not as Joint Tenants and if
17. any of the said sons shall die without Issue of his or
18. their Body or Bodies I give and devise the part and
19. share or parts and shares of such of the said sons who
20. shall so die without Issue of and in the said Messuage
21. Lands Tenements Hereditaments and Promises unto all
22. and every other the son and sons of the said **Josiah**
23. **Neville** lawfully to be begotten and the Heirs of the Body
24. and Bodies of all and every each other son and sons
25. severally and respectively lawfully issuing such other sons
26. if more than one to take as Tenants in Common and
27. not as joint Tenants and for default of such Issue I
28. give and devise the same Messuage Lands Tenements
29. Hereditaments and Promises to all and every the Daur
30. and Daughters of the said **Josiah Neville** lawfully to
31. be begotten and the Heirs of the Body and Bodies of
32. all and every such Daughter and Daughters severally and
33. respectively lawfully issuing such Daughters if more than
34. one to take as Tenants in Common and not as joint
35. Tenants and if any of the said Daughters shall die
36. without Issue of her or their Body or Bodies I give
37. and devise the part or share and parts or shares of
38. such of the said Daughters who shall so die without
39. Issue of and in the said Messuage Lands Tenements
40. Hereditaments and Promises unto all and every other the
41. Daughter and Daughters of the said **Josiah Neville** is
42. lawfully to be begotten and the Heirs of the Body and
43. Bodies of all and every such other Daughter and Daughters
44. severally and respectively lawfully issuing such other
45. Daughters if more than one to take as Tenants in
46. Common and not as joint Tenants and for default of
47. such Issue I give and devise the said Messuage Lands
48. Tenements Hereditaments and Promises unto **Henry Neville**
49. Eldest son of the said **Sarah Neville** and his Assigns for
50. and during the Term of his natural life and from in
51. and immediately after the determination of that Estate I
52. give and devise the said Messuage Lands Tenements

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1. Hereditaments and Promises to the said **William Bedford** and
2. **Peter Berry** and their Heirs for and during the natural life of
3. the said **Henry Neville** the son upon Trust only to preserve the
4. contingent Estates herein after limited from being defaulted or
5. destroyed and for that purpose to make Entries and bring Actions
6. as occasion shall require but notwithstanding to permit and suffer
7. the said **Henry Neville** the son and his Assigns during his
8. natural life to receive and take the Rents Issues and
9. Profits thereof to and for his and their own proper use and
10. benefit and from and immediately after the decease of the said
11. **Henry Neville** the son I give and devise the same Messuage
12. Lands Tenements Hereditaments and Promises to all and every the
13. son and sons of the said **Henry Neville** the son lawfully to
14. be begotten and the Heirs of the Body and Bodies of all
15. and every such son and sons severally and respectively lawfully
16. issuing such sons if more than one to take as Tenants in
17. Common and not as Joint Tenants and if any of the said
18. sons of the said **Henry Neville** the son shall die without
19. Issue of his or their Body or Bodies I give and devise the
20. part or share and parts or shares of such of the said
21. sons of the said **Henry Neville** the son who so shall die
22. without issue of and in the said Messuage Lands Tenements
23. Hereditaments and Promises unto all and every other the son
24. and sons of the said **Henry Neville** the son lawfully to be
25. begotten and the Heirs of the Body and Bodies of all and
26. every such other son and sons severally and respectively
27. lawfully issuing such other sons if more than one to take
28. as Tenants in Common and not as joint Tenants and for
29. default of such Issue I give and devise the same Messuage
30. Lands Tenements Hereditaments and Promises to all and every
31. the Daughter and Daughters of the said **Henry Neville** the
32. son lawfully to be begotten and the Heirs of the Body and
33. Bodies of all and every such Daughter and Daughters severally
34. and respectively lawfully issuing such Daughters if more than
35. one to take as Tenants in Common and not as joint
36. Tenants and if any of the said Daughters of the said
37. **Henry Neville** the son shall die without Issue of her or
38. their Body or Bodies I give and devise the part or share
39. and parts or shares of such of the said Daughters and
40. said **Henry Neville** the son who shall so die without issue
41. of and in the said Messuage Lands Tenements Hereditaments
42. and Promises unto all and every other the daughter and
43. daughters of the said **Henry Neville** the son lawfully to be
44. begotten and the Heirs of the Body and Bodies of all
45. and every such other Daughter and Daughters severally
46. and respectively lawfully issuing such other Daughter if
47. more than one to take as Tenants in common and not as
48. joint Tenants and for Default of such Issue I give and
49. devise the said Messuage Lands Tenements Hereditaments
50. and Promises to all and every the Child and Children of
51. my Niece **Mary Blackman** Wife of **John Blackman** of
52. **Wadhurst in the County of Sussex** Surgeon lawfully begotten

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1. or to be begotten and the Heirs of the Body and
2. Bodies of all and every such Child and Children severally
3. and respectively lawfully issuing such Children if more than
4. one to take as Tenants in common and not as joint
5. Tenants and if any of the said Children of the said
6. **Mary Blackman** shall die without Issue of his, her or their
7. Body and Bodies I give and devise the part or share
8. and parts or shares of such of the said Children of the
9. said **Mary Blackman** who shall so die without Issue
10. of and in all and singular my said Messuage Lands
11. Tenements Hereditaments and Promises unto all and every
12. other the Child and Children of the said **Mary Blackman**
13. lawfully begotten and to be begotten and the Heirs of the
14. Body and Bodies of all and every such other Child and
15. Children severally and respectively lawfully Issuing such other
16. Children if more than one to take as Tenants in common
17. and not as joint Tenants and I do hereby subject and
18. charge and make chargeable all and every the aforesaid
19. Messuage Lands Tenements Hereditaments and Promises
20. with and to the payment of one annuity or clear
21. yearly sum of one pound and ten shillings to be paid
22. and payable to my said Trustees **William Bedford** and **Peter**
23. **Berry** or the survivor of them or the Heirs Executors or
24. Administrators of such survivor for ever free and clear
25. from all taxes and deductions whatsoever parliamentary
26. or others and my will and meaning is and I do hereby
27. order and direct my said Trustees their Heirs Executors or
28. Administrators to lay out the said sum in repairing and
29. keeping in good Condition the Tomb Stones and Iron
30. Nails belonging to my Family burying place in the
31. Church Yard of the **Parish of Biddenden** aforesaid together
32. with the Tomb stone and Iron Nails herein before ordered
33. to be erected over my grave. Also I give and devise unto
34. the said **William Bedford** and **Peter Berry** and their
35. Heirs and Assigns during the natural life of the said
36. **Sarah Neville** all that my Messuage or Tenement and
37. the Malt House Barn Stable Buildings Closes Gardens
38. Orchards Yards and eighteen several pieces or parcels of
39. Land Arable Meadows Pasture and Wood to the said
40. Messuage or Tenement belonging or therewith and letten
41. occupied or enjoyed with their Appurtenance containing
42. together in the whole by Estimation seventy acres more or
43. less and also all these my six several pieces or parcels
44. of Marsh Land with their Appurtenance containing
45. together in the whole by Estimation Twenty Seven Acres more or
46. Less and also all these my six several pieces or parcels of
47. Meadow and Pasture Land with their Appurtenance
48. containing together in the whole by Estimation forty Acres
49. more or less and also all those my two pieces or parcels
50. of Wood Land containing together in the whole by
51. Estimation [*blank space*] Acres more or less with their Appurts
52. all which said Messuage or Tenement Lands Buildings

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1. Hereditaments and Promises are situate lying and being
2. in the **parishes of Tenterden and Ebony** or one of them
3. in the said **County of Kent** and late more / except
4. the said two pieces of Wood Land in the Tenure or
5. Occupation of **Thomas London** or his Assigns or undertenants
6. and now are or late were in the Tenure or occupation
7. of **George Fell the Younger** or his Assigns or Undertenants
8. the said two pieces of Wood Land now are in my own
9. Occupation in Trust that they the said **William Bedford** and
10. **Peter Berry** and the Survivor of them and the Heirs or
11. Assigns of such survivor shall and will from time to time
12. pay and apply all the clear Rents Issues and Profits thereof
13. remaining after the full payment of Quit Rents Taxes Repairs
14. and all other Charges and Reprizes to be from time to time
15. issuing or payable out of or for or in respect of the said
16. Promises or any part thereof unto the said **Sarah Neville**
17. otherwise empower permit and suffer her the said **Sarah**
18. **Neville** to receive and take the same for and during the
19. Term of her natural life to and for her own sole proper
20. separate and peculiar use and benefit apart from the said
21. **Henry Neville** her husband and so as the same or any
22. part thereof shall not be subject to his intermeddling control
23. Management Debts Contracts or Engagements and I do hereby
24. will order and direct that the Receipt or Receipts Acquittance
25. or Acquittances of her the said **Sarah Neville** alone under
26. her Hand without her said husband shall notwithstanding
27. her Coverture be a good and sufficient discharge for so much
28. thereof as shall be therein acknowledge or expressed to be
29. received and from and immediately after the decease of
30. the said **Sarah Neville** in case she should happen to die
31. before **John Butler Pomfret** son of my late nephew **Virgil**
32. **Pomfret** shall have attained his full age of twenty one
33. years then I give and devise the said last mentioned
34. Messuage Lands Tenements Hereditaments and Promises as to few
35. said **Will^m Bedford** and **Peter Berry** and their Heirs for and
36. during and until the said **John Butler Pomfret** shall have
37. attained his full age of twenty one years in Trust that they
38. my said Trustees their Heirs Executors or Administrators shall
39. and so receive the Rents Issues and Profits of the said
40. Messuage Lands Tenements Hereditaments and Promises and
41. every part thereof and my will and meaning is and I
42. do hereby order and direct my said Trustee their Heirs
43. Executors or Administrators to pay and apply the Rents
44. Issues and Profits therefrom arising unto all and every the
45. Child and Children of the said **Sarah Neville** in equal
46. shares and proportions to and for their own proper use and
47. benefit until the said **John Butler Pomfret** shall have
48. attained his full age of twenty one years and from and
49. immediately after the decease of the said **Sarah Neville** or
50. soon afterwards as the said **John Butler Pomfret** shall have
51. attained his full age of twenty one years I give and devise
52. the said last mentioned Messuage Lands Tenements Hereditaments

1. and Promises unto the said **John Butler Pomfret** and his
2. Assigns for and during the Term of his natural life and
3. from and immediately after the determination of that
4. Estate I give and devise the same Messuage Lands
5. Tenements Hereditaments and Promises to the said **William**
6. **Bedford** and **Peter Berry** and their heirs for and during
7. the natural life of the said **John Butler Pomfret** upon
8. Trust only to preserve the contingent Estates herein after
9. limited from being defeated or destroyed and for that
10. purpose to make Entries and to bring Actions as Occasion
11. shall require but nevertheless to permit and suffer the said
12. **John Butler Pomfret** and his Assigns during his natural
13. life to receive and take the Rents Issues and Profits thereof
14. to and for his and their own proper use and benefit
15. and from and immediately after the decease of the said
16. **John Butler Pomfret** I give and devise the same Messuage
17. Lands Tenements Hereditaments and Promises to all and every
18. the son and sons of the said **John Butler Pomfret** lawfully
19. to be begotten and the Heirs of the Body and Bodies of
20. all and every such son and sons severally and respectively
21. lawfully Issuing such sons if more than one to take as
22. Tenants in Common and not as joint Tenants and if any
23. of the said sons of the said **John Butler Pomfret** shall die
24. without Issue of his or their Body or Bodies I give and
25. devise the part or share and parts or shares of such
26. of the said sons who shall so die without Issue of and
27. in the said Messuage Lands Tenements Hereditaments and
28. Promises until all and every other the son and sons of the
29. said **John Butler Pomfret** lawfully to be begotten and the
30. Heirs of the Body and Bodies of all and every such
31. other son and sons severally and respectively lawfully issuing
32. such other sons if more than one to take as Tenants in
33. common and not as joint Tenants and for default of such
34. Issue I give and devise the same Messuage Lands Tenements
35. Hereditaments and Promises to all and every the daughter
36. and daughters of the said **John Butler Pomfret** lawfully
37. to be begotten and the Heirs of the Body and Bodies of
38. all and every such daughter and daughters severally and
39. respectively lawfully Issuing such Daughters if more than one
40. to take as Tenants in Common and not as joint Tenants and
41. if any of the said Daughters shall die without Issue of her
42. or their Body or Bodies I give and devise the part or
43. share and parts or shares of such of the said daughters
44. who shall so die without Issue of and in the said
45. Messuage Lands Tenements Hereditaments and Promises
46. unto all and every other the daughter and daughters of the
47. said **John Butler Pomfret** lawfully to be begotten and the
48. Heirs of the Body and Bodies of all and every such other
49. daughter and daughters severally and respectively lawfully
50. Issuing such other daughters if more than one to take as
51. Tenants in common and not as joint Tenants and for default
52. of such Issue I give and devise the said last mentioned

1. Messuage Lands Tenements Hereditaments and Promises unto
2. the said **Henry Neville** the son of the said **Sarah Neville**
3. and his Assigns for and during the term of his natural life
4. and from and immediately after the determination of that
5. Estate I give and devise the said last mentioned Messuage
6. Lands Tenements Hereditaments and Promises to the said
7. **William Bedford** and **Peter Berry** and their heirs for and
8. during the natural life of the said **Henry Neville** the son
9. upon Trust only to preserve the contingent Estates herein after
10. limited from being defeated or destroyed and for that purpose
11. to make Entries and to bring Actions as occasion shall require
12. but nevertheless to permit and suffer the said **Henry Neville**
13. the son and his Assigns during his natural life to receive
14. and take the Rents Issues and Profits thereof to and for
15. his and their own proper use and benefit and from and
16. immediately after the decease of the said **Henry Neville** the
17. son I give and devise the same Messuage Lands Tenements
18. Hereditaments and Promises to all and every the son and
19. sons of the said **Henry Neville** the son lawfully to be
20. begotten and the Heirs of the Body and Bodies of all
21. and every such son and sons severally and respectively
22. lawfully Issuing such sons if more than one to take as
23. Tenants in common and not as joint Tenants and if any
24. of the said sons of the said **Henry Neville** the son
25. shall die without Issue of his or their Body or Bodies
26. I give and devise the part or share and parts or
27. shares of such of the said sons of the said **Henry**
28. **Neville** the son who shall so die without Issue of and
29. in the said last mentioned Messuage Lands Tenements
30. Hereditaments and Promises unto all and every other the
31. son and sons of the said **Henry Neville** the son lawfully
32. to be begotten and the Heirs of the Body and Bodies
33. of all and every such other son and sons severally and
34. respectively lawfully Issuing such their sons if more than one to
35. take as Tenants in Common and not as joint Tenants and
36. for default of such Issue I give and devise the same Messuage
37. Lands Tenements Hereditaments and Promises to all and
38. every the daughter and daughters of the said **Henry**
39. **Neville** the son lawfully to be begotten and the Heirs of
40. the Body and Bodies of all and every such daughter
41. and daughters severally and respectively lawfully issuing
42. such daughters if more than one to take as Tenants in
43. common and not as joint Tenants and if any of the
44. said daughters of the said **Henry Neville** the son shall die
45. without issue of her or their Body or Bodies I give
46. and devise the part or share and parts or shares of
47. such of the said daughters or the said **Henry Neville** the
48. son who shall so die without Issue of and in the said last
49. mentioned Messuage Lands Tenements Hereditaments and
50. Promises unto all and every other the daughter and daughters
51. of the said **Henry Neville** the son lawfully to be begotten
52. and the heirs of the Body and Bodies of all and every such

1. other daughter and daughters severally and respectively
2. lawfully issuing such other daughters if more than one
3. to take as Tenants in common and not as joint Tenants
4. and for default of such Issue I give and devise the
5. said last mentioned Messuage Lands Tenements Hereditaments
6. and Promises to the said **Josiah Neville** and his Assigns
7. for and during the Term of his natural life and from
8. and immediately after the determination of that Estate
9. I give and devise the said last mentioned Messuage
10. Lands Tenements Hereditaments and Promises to the said
11. **William Bedford** and **Peter Berry** and their Heirs for
12. and during the natural life of the said **Josiah Neville**
13. upon Trust only to preserve the contingent Estates herein
14. after limited from being defeated or destroyed and for
15. that purpose to make Entries and to bring actions as
16. occasion shall require but nevertheless to permit and
17. suffer the said **Josiah Neville** and his Assigns during
18. his natural life to receive and take the Rents Issues and
19. Profits thereof to and for his and their own proper use
20. and benefit and from and immediately after the decease
21. of the said **Josiah Neville** I give and devise the
22. same Messuage Lands Tenements Hereditaments and
23. Promises to all and every the son and sons of the said
24. **Josiah Neville** lawfully to be begotten and the Heirs of
25. the Body and Bodies of all and every such son and
26. sons severally and respectively lawfully issuing such sons if
27. more than one to take as Tenants in Common and not as
28. joint Tenants and if any of the said sons of the said
29. **Josiah Neville** shall die without Issue of his or their Body
30. or Bodies I give and devise the part or share and parts
31. or shares of such of the said sons of the said **Josiah**
32. **Neville** who shall so die without Issue of and in the
33. said last mentioned Messuage Lands Tenements Hereditaments
34. and Promises unto all and every other the son and
35. sons of the said **Josiah Neville** lawfully to be begotten
36. and the Heirs of the Body and Bodies of all and every
37. such other son and sons severally and respectively
38. lawfully issuing as such other sons if more than one to
39. take as Tenants in common and not as joint Tenants
40. and for default of such Issue I give and devise the
41. said last mentioned Messuage Lands Tenements Hereditaments
42. and Promises to all and every the daughter and
43. daughters of the said **Josiah Neville** lawfully to be
44. begotten and the Heirs of the Body and Bodies of all
45. and every such daughter and daughters severally and
46. respectively lawfully issuing such daughters _____
47. _____
48. _____
49. _____
50. _____

1. _____
2. _____
3. if more than one to take as tenants in common and not
4. as joint Tenants and if any of the said daughters of the
5. said **Josiah Neville** shall die without Issue of her or
6. their Body or Bodies I give and devise the part or share
7. and parts or shares of such of the said daughters of
8. the said **Josiah Neville** who shall so die without Issue of
9. and in the said last mentioned Messuage Lands
10. Tenements Hereditaments and Promises unto all and every
11. other the daughter and daughters of the said **Josiah**
12. **Neville** lawfully to be begotten and the Heirs of the Body
13. and Bodies of all and every such other daughter and
14. daughters severally and respectively lawfully issuing such
15. other daughters if more than one to take as Tenants in
16. common and not as joint Tenants and for default of
17. such Issue I give and devise all and singular the said
18. last mentioned Messuage Lands Tenements Hereditaments
19. and Promises _____
20. _____
21. _____
22. _____
23. _____
24. _____
25. _____
26. _____
27. _____
28. to the said **William Bedford** and **Peter Berry** their Heirs
29. and Assigns for and during the natural life of the said
30. **Mary Blackman** in Trust that they the said **William**
31. **Bedford** and **Peter Berry** and the survivor of them and
32. the Heirs or Assigns of such survivor shall and will from time
33. to time pay and apply the clear Rents Issues and Profits
34. thereof remaining after the full payment of Quit Rents
35. taxes repairs and all other charges and reprints to be
36. from time to time issuing and payable out of for or
37. in respect of the same promises unto the said **Mary**
38. **Blackman** or otherwise empower permit and suffer her
39. the said **Mary Blackman** to receive and take the same
40. for and during the term of her natural life to and for
41. her own sole proper separate and peculiar use and
42. benefit apart from the said **John Blackman** her husband
43. and so as the same or any part thereof shall not be
44. subject to his intermeddling Management debts contracts
45. or Engagements and I do hereby will order and direct that
46. the Receipt or Receipts Acquittance or Acquittances of the
47. said **Mary Blackman** alone under her hand without her
48. said husband shall notwithstanding her Coverture be
49. good and sufficient discharge for so much _____ thereof
50. as shall be therein acknowledged or expressed to be received
51. and from and immediately after the decease of the said
52. **Mary Blackman** I give and devise all and singular my

1. said Messuage Lands Tenements Hereditaments and
2. Promises last above mentioned is all and every the
3. Child and Children of the said **Mary Blackman** lawfully
4. begotten and to be begotten and the Heirs of the Body
5. and Bodies of all and every such Child and Children
6. severally and respectively lawfully issuing such Children if
7. more than one to take as Tenants in common and not
8. as joint Tenants and if any of the said Children of the
9. said **Mary Blackman** shall die without Issue of his
10. her or their Body or Bodies I give and devise the
11. part or share and parts or shares of such of the
12. said Children of the said **Mary Blackman** who shall
13. so die without Issue of and in all and singular my
14. said Messuage Lands Tenements Hereditaments and
15. Promises unto all and every other the Child and Children
16. of the said **Mary Blackman** lawfully begotten and
17. to be begotten and the Heirs of the Body and Bodies
18. of all and every such other Child and Children severally
19. and respectively lawfully issuing such other Child if
20. more than one to take as Tenants in common and not
21. as joint Tenants/ Also I give and devise all those my two
22. several Messuage or Tenements with the Gardens and
23. Land thereunto belonging containing together in the
24. whole by Estimation two acres more or less with their
25. Appurtenances situate lying and being in the **parish of**
26. **Patricbourne in the said County of Kent** and now or late
27. in the several Tenures or Occupations of **Susannah Stokes**
28. and **Elizabeth Page** or one of them or their or one of
29. their Assigns or undertenants and also all that my
30. money or half part and all other my part purpart
31. share Estate and Interest of and in all that Messuage or
32. Tenement situate in the said **parish of Patricbourne** and
33. now in the Tenure or occupation of **_____Mills** two
34. Assigns or undertenants which I lately purchased at
35. Page jointly with the said **Henry Neville** the Father unto
36. and to the use of the said **Sarah Neville** and her Assigns
37. for and during the Term of her natural life and from
38. and immediately after the decease of the said **Sarah**
39. **Neville** I give and devise the said last mentioned
40. Messuages Lands Tenements parts purparts shares and
41. Hereditaments unto the said **Henry Nevill** the Father and
42. his Assigns for and during the Term of his natural life
43. and from and after the decease of the said **Henry Neville**
44. the Father I give and devise the said last mentioned
45. Messuages Lands Tenements parts purparts shares and
46. Hereditaments unto and to and for the only proper use and
47. benefit of the said **Josiah Neville** and his Heirs for
48. ever/ Also I give and devise unto the said **William Bedford**
49. and **Peter Berry** their Heirs and Assigns for and during
50. the natural life of the said **Mary Blackman** all my
51. part purpart and share of and in all these two several
52. pieces or parcels of wood land with their appurtenances

1. containing together in the whole by Estimation sixteen acres
2. more or less lying and being in or near **Fosten Green** in
3. the **Parish of Biddenden** aforesaid and also all my part
4. purpart and share of and in all that Capital Messuage
5. or Tenement and the Coach House Stable Courts Yards
6. Gardens Orchards Closes and three several pieces or parcels
7. of Land Meadow and Pasture to the same belonging or
8. appertaining or therewith used letten occupied or enjoyed
9. containing in the whole by Estimation ten acres more or less
10. with their and every of their appurtenances situate lying
11. and being in the said **Parish of Biddenden** and now in the
12. Tenure or Occupation of **George Norwood** Gentleman his
13. Assigns or undertenants and also all my part purpart and
14. share of and in all that Messuage or Tenement and the
15. Garden thereunto belonging with the Appurtenances situate
16. lying and being in the said **Parish of Biddenden** near to
17. or adjoining the last mentioned Capital Messuage and in
18. now or late in the Tenure or Occupation of **John Hopper**
19. his Assigns or undertenants and also all my part purpart
20. and share or and in all that Messuage or Tenement
21. divided into two dwellings and the shops Gardens Orchards
22. and Appurtenances to the same belonging situate lying and
23. being in the **parish of Biddenden** aforesaid and now or
24. late in the several Tenures or Occupations of **Daniel Turner**
25. and **James Honiss** or one of them or their or one of their
26. Assigns or undertenants and also all my part purpart
27. and share of and in all that Messuage or Tenement
28. divided into two dwellings and the Shops Cellers Yards
29. Backsides and Appurtenances to the same belonging situate
30. lying and being in the **Town of Maidstone** in the said
31. **County of Kent** and now or late in the Tenure or
32. Occupation of **William Gore** or his Assigns or undertenants
33. and also all that my Messuage or Tenement and the
34. Barns Stable Outhouses Gardens Orchards and several pieces
35. or parcels of Land Arable Meadow and Pasture therewith
36. belonging or therewith used letten Occupied or Enjoyed with
37. their Appurtenances containing in the whole by Estimation
38. twelve acres more or less situate lying and being in the
39. **Parish of Biddenden** in the said **County of Kent** and
40. now or late in the Occupation of **John Tannton** or his
41. Assigns or undertenants and also all that ___Messuages
42. Tenement and the Barn Stable Buildings Closes Gardens
43. Orchards and six several pieces or ___ parcels of Land
44. Arable Meadow and Pasture to the said Messuage or
45. Tenement belonging or appertaining or therewith used
46. letten occupied or enjoyed containing in the whole by
47. Estimation eighteen acres more or less in the their appurts
48. situate lying and being in the **Parish of Tenterden** aforesaid
49. late in the Tenure or Occupation of **Richards Hills** his
50. Assigns or Undertenants and now or late in the several
51. Tenures or Occupations of **Joseph Witherden** and **John**
52. **Witherden** or one of them their or one of their Assigns or

1. undertenants and all that my Barn and Lodge and these
2. my six several pieces or parcels of Land Arable Meadow
3. and pasture thereunto belonging or therewith used letten
4. occupied or enjoyed with their appurtenances containing
5. together in the whole by Estimation fifty acres more or less
6. together with an inclosed piece of Land serving chiefly for
7. a lane or passage into the same which I lately purchased
8. of **John Standen** Surgeon situate lying and being in the
9. **Parish of Biddenden** aforesaid late in the Tenure or occupation
10. of **Samuel Pattenson** Gentleman and now or late of **Samuel**
11. **Flint** his Assigns or undertenants in Trust that they the
12. said **William Bedford** and **Peter Berry** and the Survivor of
13. them and the Heirs or Assigns of such survivor shall and
14. will from time to time pay and apply all the clear Rents
15. Issues and Profits thereof remaining after the full payment
16. of Quit Rents Taxes Repairs and all other Charges and
17. reprints to be from time to time issuing and payable out of
18. or for or in respect of the said several last mentioned
19. Messuages Lands Parts Purparts Share Hereditaments and
20. Promises unto my said Niece **Mary Blackman** or otherwise
21. impower permit and suffer the said **Mary Blackman** to
22. receive and take the same for and during the Term of
23. her natural life to and for her own sole proper separate
24. and peculiar use and benefit apart from the said **John**
25. **Blackman** her husband and so as the same or any part
26. Thereof shall not be subject to his intermeddling control
27. Management Debts Contracts or Engagements and I do
28. hereby will order and direct that the Receipt or Receipts
29. Acquittance or Acquittances of the said **Mary Blackman** alone
30. under her Hand without her said Husband shall notwithstanding
31. her Coverture be a good and sufficient discharge for so
32. much thereof as shall therein be acknowledged or expressed
33. to be received and from and immediately after the decease
34. of the said **Mary Blackman** I give and devise the said
35. several last mentioned Messuage Lands Tenements Parts
36. Purparts Shares Hereditaments and Promises to all and every
37. the Child and Children of the said **Mary Blackman** lawfully
38. begotten and to be begotten and the Heirs of the Body and
39. Bodies of all and every such Child and Children severally
40. and respectively lawfully issuing such Children if more
41. than one to take as Tenants in Common and not as
42. joint Tenants and if any of the said Children of the said
43. **Mary Blackman** shall die without Issue of his her or their
44. Body or Bodies I give and devise the part or share and
45. parts or shares of such of the said Children of the said
46. **Mary Blackman** who shall so die without Issue of and
47. in the said last mentioned Messuages Lands Tenements parts
48. purparts shares Hereditaments and Promises unto all and every
49. other the Child and Children of the said **Mary Blackman**
50. lawfully begotten and to be begotten and the Heirs of the
51. Body and Bodies of all and every other Child and
52. Children severally and respectively lawfully issuing such other

1. Children if more than one to take as Tenants in Common
2. and not as joint Tenants and for default of such Issue I
3. give and devise the same Messuages Lands Tenements parts
4. purparts shares Hereditaments and Promises to the said
5. **William Bedford** and **Peter Berry** their Heirs and Assigns
6. For and during the natural life of the said **Sarah Neville**
7. In Trust that they the said **William Bedford** and **Peter**
8. **Berry** and the Survivor of them and the Heirs or Assigns
9. of such survivor shall and will from time to time pay
10. and apply all the clear Rents Issues and Profits thereof
11. remaining after the full payment of Quit Rents Taxes
12. Repairs and all other Charges and reprises to be from
13. time to time issuing or payable out of or for or in respect
14. of the same Promises or any part thereof unto the said
15. **Sarah Neville** or otherwise empower permit and suffer her
16. the said **Sarah Neville** to receive and take the same for
17. and during the Term of her natural life to and for her
18. own sole proper separate and peculiar use and benefit
19. apart from the said **Henry Neville** her husband and
20. as the same or any part thereof shall not be subject to
21. his intermeddling control management Debts Contracts or
22. Engagements And I hereby will order and direct that the
23. Receipt or Receipts acquittance or acquittances of her the
24. Said **Sarah Neville** alone under her hand without her said
25. Husband shall notwithstanding her Coverture be a good and
26. sufficient discharge for so much thereof as shall be therein
27. acknowledged or expressed to be received and from and
28. immediatly after the decease of the said **Sarah Neville** I
29. give and devise the same Messuage Lands Tenements parts
30. purparts shares Hereditaments and Promises to all and every
31. the son and sons of the said **Neville** lawfully begotten and
32. to be begotten and the Heirs of the Body and Bodies of all
33. and every such Son and Sons severally and respectively
34. lawfully issuing such Sons if more than one to take as
35. Tenants in common and not as joint Tenants and if any of
36. Such sons of the said **Sarah Neville** shall die without
37. Issue of his or their Body or Bodies I give and devise
38. the part or share and parts or shares of such of the
39. said Sons of the said **Sarah Neville** who shall so die
40. without Issue of and in the said last mentioned Messuages
41. Lands Tenements parts purparts shares Hereditaments an
42. Promises unto all and every other the son and sons of the
43. said **Sarah Neville** lawfully begotten and to be begotten and
44. the Heirs of the Body and Bodies of all and every such
45. other Son and Sons severally and respectively lawfully
46. issuing such other sons if more than one to take as Tenants
47. in common and not as joint Tenants and for default of
48. such Issue I give and devise the same Messuages
49. Lands Tenements Hereditaments and Promises to all and
50. Every the Daughter and Daughters to the said **Sarah**
51. **Neville** lawfully begotten and to be begotten and the
52. Heirs of the Body and Bodies of all and every such Daur

1. and Daughters severally and respectively lawfully issuing such
2. Daughters if more than one to take as Tenants in common
3. and not as joint Tenants and if any of the said Daughters
4. of the said **Sarah Neville** shall die without Issue of her
5. or their Body or Bodies I give and devise the part or
6. share and parts or shares of such of the said Daughters
7. of the said **Sarah Neville** who shall so die without Issue
8. of and in the said last mentioned Messuages Lands Tenements
9. Parts Purparts Shares Hereditaments and Promises unto all
10. and every other the Daughter and Daughters of the said
11. **Sarah Neville** lawfully begotten and to be begotten and
12. the Heirs of the Body and Bodies of all and every such
13. other Daughter and Daughters severally and respectively
14. lawfully issuing and other Daughters if more than one
15. to take as Tenants in common and not as joint Tenants.
16. Also I give and devise unto the said **William Bedford**
17. and **Peter Berry** their Heirs and Assigns for and during
18. the natural life of the said **Mary Blackman** all that
19. my Barn Granary and Lodges and all those my ten
20. several pieces or parcels of Land Arable Meadow and
21. Pasture to the same belonging or appertaining or
22. therewith used letten occupied or enjoyed containing together
23. in the whole by Estimation sixty Acres more or less commonly
24. called or known by the Name of **Lott Land** with their
25. Appurtenances situate lying and being in the **parish of**
26. **High Halden** in the said **County of Kent** and now or
27. late in the tenure or Occupation of **Joseph Witherden**
28. and **John Witherden** or one of them or their or one of
29. their Assigns or undertenants and also all my parts shares
30. purparts right and Interest whatsoever of and in all
31. that Messuage or Tenement and the Barn Stable Buildings
32. Yards Gardens Orchards and several pieces or parcels of
33. Land Arable Meadow and Pasture thereto belonging or
34. Appertaining or therewith used letten occupied or enjoyed
35. situate lying and being in the **parish of Bethersden** afores^d
36. and now or late in the Tenure or Occupation of **Robert**
37. **Buss** or his Assigns or undertenants In Trust that they the
38. said **William Bedford** and **Peter Berry** and the survivor of
39. them and the Heirs or Assigns of such survivor shall
40. and will from time to time pay and apply all the clear
41. Rents Issues and Profits thereof remaining after the full
42. payment of Quit Rents Taxes Repairs and all other Charges
43. and reprints to be from time to time issuing or payable out
44. of or for or in respect of the said several last mentioned
45. Lands Tenements parts purparts shares Hereditaments and
46. Promises unto the said **Mary Blackman** or otherwise empower
47. permit and suffer the said **Mary Blackman** to receive and
48. take the same for and during the term of her natural life
49. to and for her own sole proper separate and peculiar
50. use and benefit apart from the said **John Blackman**
51. her husband and so as the same or any part thereof
52. shall not be subject to his intermeddling control management

1. Debts Contracts or Engagements and I do hereby will order
2. and direct that the Receipt or Receipts Acquittance or
3. Acquittances of the said **Mary Blackman** alone under her
4. Hand without her said husband shall notwithstanding
5. her Coverture be a good and sufficient discharge for so
6. much thereof as shall be therein acknowledged or expressed
7. to be received and from and immediately after the decease
8. of the said **Mary Blackman** in case she should happen to
9. die before the said **John Butler Pomfret** shall have attained
10. his full age of twenty one Years then I give and devise
11. the said last mentioned Lands Tenements parts purparts
12. Shares Hereditaments and Promises to the said **William**
13. **Bedford** and **Peter Berry** and their Heirs for and during
14. and until the said **John Butler Pomfret** shall have
15. attained his full age of twenty one years In Trust that
16. my said Trustees their Heirs Executors and Administrators
17. shall and do receive the Rents Issues and Profits of the
18. said Lands Tenements parts purparts shares Hereditaments
19. and Promises and every part thereof and my will and
20. meaning is and I do hereby order and direct my said
21. Trustees their Executors or Administrators to pay and apply
22. the Rents Issues and Profits therefrom arising unto all and
23. every the Child and Children of the said **Mary Blackman**
24. in equal shares and proportions to and for their own
25. proper use and benefit until the said **John Butler Pomfret**
26. shall have attained his full age of twenty one years
27. and from and immediately after the decease of the said
28. **Mary Blackman** or so soon afterwards as the said **John**
29. **Butler Pomfret** shall have attained his full age of twenty
30. one years I give and devise the said last mentioned
31. Lands Tenements parts purparts shares Hereditaments and
32. Promises unto the said **John Butler Pomfret** and his Assigns
33. for and during the Term of his natural life and from and
34. immediately after the determination of that Estate I give
35. and devise the same Lands Tenements parts purparts shares
36. Hereditaments and promises the said **William Bedford** and
37. **Peter Berry** and their Heirs for and during the natural life
38. of the said **John Bulter Pomfret** upon Trust only to preserve
39. the Contingent Estates herein after limitted from being defeated
40. or destroyed and for that purpose to make Entries and bring
41. Actions as Occasion shall require but nevertheless to permit
42. and suffer the said **John Butler Pomfret** and his Assigns
43. during his natural life to receive and take the Rents Issues
44. and Profits thereof to and for his and their own proper use
45. and benefit and from and immediately after the decease of
46. the said **John Butler Pomfret** I give and devise the same
47. Lands Tenements parts purparts shares Hereditaments and
48. Promises to all and every the son and sons of the said **John**
49. **Butler Pomfret** lawfully to be begotten and the Heirs of the
50. Body and Bodies of all and every such son and sons
51. severally and respectively lawfully issuing such sons if more
52. than one to take as Tenants in common and not as joint

1. Tenants and if any of the said sons of the said **John**
2. **Butler Pomfret** shall die without issue of his or their
3. Body or Bodies I give and devise the part or share and
4. parts or share of such of the said sons of the said **John**
5. **Butler Pomfret** who shall so die without Issue of and in
6. the said Lands Tenements parts purparts shares Hereditaments
7. and Promises unto all and every other the son and sons
8. of the said **John Butler Pomfret** lawfully to be begotten
9. and the Heirs of the Body and Bodies of all and every
10. such other son and sons severally and respectively lawfully
11. issuing such other sons if more than one to take as
12. Tenants in common and not as joint Tenants and for default
13. of such Issue I give and devise the same Lands Tenemts
14. parts purparts shares Hereditaments and Promises to all
15. and every the Daughter and Daughters of the said **John**
16. **Butler Pomfret** lawfully to be begotten and the Heirs of
17. the Body and Bodies of all and every such Daughter
18. and Daughters severally and respectively lawfully issuing
19. such Daughters if more than one to take as Tenants in
20. common and not as joint Tenants and if any of the
21. said Daughters shall die without issue of her or their
22. Body or Bodies I give and devise the part or share
23. and parts or shares of such of the said Daughters who
24. shall so die without Issue of and in the said Lands
25. Tenements parts purparts shares Hereditaments and Promises
26. unto all and every other the Daughter and Daughters of
27. the said **John Butler Pomfret** lawfully to be begotten and
28. the Heirs of the Body and Bodies of all and every such
29. other Daughter and Daughters severally and respectively
30. lawfully issuing such other Daughters if more than one
31. to take as Tenants in common and not as joint Tenants
32. and for default of such Issue I give and devise the
33. said last mentioned Lands Tenements parts purparts
34. shares Hereditaments and Promises to all and every the
35. Child and Children of the said **Mary Blackman** lawfully
36. begotten and to begotten and the Heirs of the Body
37. and Bodies of all and every such Child and Children
38. severally and respectively lawfully issuing such Children if
39. more than one to take as Tenants in common and not
40. as joint Tenants and if any of the said Children of the
41. said **Mary Blackman** shall die without issue of his her
42. or their Body or Bodies I give and devise the part or
43. share and parts or shares of such of the said children of the
44. said **Mary Blackman** who shall so die without Issue of
45. and in the said last mentioned Lands Tenements parts
46. purparts shares Hereditaments and Promises unto all and
47. every other the Child and Children of the said **Mary**
48. **Blackman** lawfully begotten and to be begotten and the
49. Heirs of the Body and Bodies of all and every such other
50. Child and Children severally and respectively lawfully issuing
51. such other Children if more than one to take as Tenants
52. in common and not as joint Tenants and for default of

1. such Issue I give and devise the same Lands Tenements parts
2. purparts shares Hereditaments and Promises to the said
3. **William Bedford** and **Peter Berry** their Heirs and Assigns
4. for and during the natural life of the said **Sarah Neville**
5. In Trust that they the said **William Bedford** and **Peter Berry**
6. and the survivor of them and the Heirs or Assigns of such
7. survivor shall and will from time to time pay and apply
8. all the clear Rents Issues and Profits thereof remaining
9. after the full payments of Quit Rents Taxes Repairs and all
10. other Charges and Reprizes to be from time to time issuing
11. or payable out of or for or in respect of the same
12. Promises or any part thereof unto the said **Sarah Neville**
13. or otherwise empower permit and suffer the said **Sarah**
14. **Neville** to receive and take the same for and during the
15. Term of her natural life to and for her own sole proper
16. separate and peculiar use and benefit apart from the
17. said **Henry Neville** her husband and so as the same or
18. any part thereof shall not be subject to her intermeddling
19. Control Management Debts Contracts or Engagements and
20. I do hereby will order and direct that the Receipt or
21. Receipts Acquittance or Acquittances of her the said **Sarah**
22. **Neville** alone under her Hand without her said Husband
23. shall notwithstanding her Coverture be a good and
24. sufficient discharge for so much thereof as shall be therein
25. acknowledged or expressed to be received and from and
26. immediately after the decease of the said **Sarah Neville**
27. I give and devise the same Lands Tenements parts
28. purparts shares Hereditaments and Promises to all and
29. every the son and sons of the said **Sarah Neville** lawfully
30. begotten and to begotten and the Heirs of the Body and
31. Bodies of all and every such son and sons severally and
32. respectively lawfully issuing such sons if more than one to
33. take as Tenants in common and not as joint Tenants
34. and if any of the said sons of the said **Sarah Neville**
35. shall die without Issue of his or their Body or Bodies I
36. give and devise the part or share and parts or shares
37. of such of the said Sons of the said **Sarah Neville** who
38. shall so die without Issue of and in the said last ment^d
39. Lands Tenements parts purparts shares Hereditaments and
40. Promises unto all and every other the Son and Sons of the
41. said **Sarah Neville** lawfully begotten and to begotten
42. and the Heirs of the Body and Bodies of all and every
43. such other Son and Sons severally and respectively lawfully
44. issuing such other Sons if more than one to take as Tenants
45. in common and not as joint Tenants and for default of
46. such Issue I give and devise the same Lands Tenements
47. parts purparts shares Hereditaments and Promises to all
48. and every the Daughter and Daughters of the said **Sarah**
49. **Neville** lawfully begotten and to begotten and the
50. Heirs of the Body and Bodies of all and every such
51. Daughter and Daughters severally and respectively lawfully
52. issuing such Daughters if more then one to take as Tenants

1. in common and not as joint Tenants and if any of the
2. said Daughters of the said **Sarah Neville** shall die without
3. Issue of her or their Body or Bodies I give and devise
4. the part or share and parts or shares of such of the
5. said Daughters of the said **Sarah Neville** who shall so die
6. without Issue of and in the said last mentioned Lands
7. Tenements parts purparts shares Hereditaments and Promises
8. unto all and every other the Daughter and Daughters of
9. the said **Sarah Neville** lawfully begotten and to be begotten
10. and the Heirs of the Body and Bodies of all and every such
11. other Daughter and Daughters severally and respectively
12. lawfully issuing such other Daughters if more than one to
13. take as Tenants in common and not as joint Tenants also
14. I give and devise unot the said **William Bedford** and
15. **Peter Berry** and their Heirs for and during the natural
16. life of **Jane Musgrove** Spinster daughter of my late
17. Niece **Martha Musgrove** deceased all that my Messuage
18. or Tenement with the Barn Stable and all other the
19. Buildings Garden Orchard Closes Yards Backsides and
20. Appurtenances thereunto belonging and all those several
21. pieces or parcels of Land Arable Meadow and Pasture
22. containing in the whole by Estimation sixty acres more or
23. less to the said last mentioned Messuage or Tenement also
24. belonging or appertaining or therewith usually demised
25. used or enjoyed situate lying and bring in the **Parish of**
26. **Egerton** in the said County of Kent and formerly in the
27. Tenure or Occupation of **Robert Coppin** or his Assigns or
28. undertenants and now or late in the Tenure or occupation
29. of **John Hucksep** and **John Hope** or one of them or their
30. or one of their undertenants or Assigns In Trust that
31. they the said **William Bedford** and **Peter Berry** and the
32. survivor of them and the Heirs or Assigns of such
33. survivor shall and will from time to time pay and apply
34. all the clear Rents Issues and Profits thereof remaining
35. after the full payment of Quit Rents Taxes repairs and
36. all other Charges and reprints to be from time to time
37. issuing and payable out of or for or in respect of the
38. said promises unto the said **Jane Musgrove** or otherwise
39. empower permit and suffer her the said **Jane Musgrove**
40. to receive and take the same for and during the Term of
41. her natural life to and for her own sole proper separate
42. and peculiar use and benefit apart from any husband
43. the said **Jane Musgrove** may hereafter happen to intermarry
44. with and so as the same or any part thereof shall not
45. be subject to such husbands intermeddling Control Debts
46. Contracts or Engagements and I do hereby will order and
47. direct that the Receipt or Receipts Acquittance or Acquittances
48. of her the said **Jane Musgrove** alone under her Hand
49. without any such husband shall notwithstanding her
50. Coverture be a good and sufficient discharge for so much
51. thereof as shall be therein acknowledged or expressed to be
52. received and from and immediately after the decease of the

1. said **Jane Musgrove** in case she shall happen to die before
2. the said **John Butler Pomfret** shall have attained his full age
3. of twenty one years then I give and devise the said last
4. mentioned Messuage Lands Tenements Hereditaments and Promises
5. to the said **William Bedford** and **Peter Berry** and their Heirs
6. for and during and until the said **John Butler Pomfret**
7. shall have attained his full age of twenty one years in Trust
8. that they my said Trustees their Heirs Executors or Administrators
9. shall and do receive the Rents Issues and Profits of the
10. said Messuage Lands Tenements Hereditaments and Promises
11. and every part thereof and my will and meaning is and I
12. do hereby order and direct my said Trustees their Heirs Executors
13. or Administrators to pay and apply the Rents Issues and
14. Profits therefrom arising unto all and every the Child and
15. Children of the said **Mary Blackman** in equall shares and
16. proportions to and for their own proper use and benefit until
17. the said **John Butler Pomfret** shall have attained his full
18. age of twenty one years and from and immediately after
19. the decease of the said **Jane Musgrove** or so soon afterwards
20. as the said **John Butler Pomfret** shall have attained his full
21. age of twenty one years I give and devise the same
22. Messuages Lands Tenements Hereditaments and Promises unto
23. the said **John Butler Pomfret** and his Assigns for and during
24. the term of his natural life and from and immediately
25. after the determination of that estate I give and devise
26. the same Messuage Lands Tenements Hereditaments and
27. Promises to the said **William Bedford** and **Peter Berry** and their
28. Heirs for and during the natural life of the said **John**
29. **Butler Pomfret** upon Trust only to preserve the contingent
30. Estates herein after limited from being defeated or destroyed
31. and for that purpose to make Entries and to bring Actions
32. as occasion shall require but withhold to permit and
33. suffer the said **John Butler Pomfret** and his Assigns during
34. his natural life to receive and take the Rents Issues and Profits
35. thereof to and for his and their own proper use and benefit
36. and from and immediately after the decease of the said **John**
37. **Butler Pomfret** I give and devise the same Messuage Land
38. Tenements Hereditaments and Promises to all and every the
39. son and sons of the said **John Butler Pomfret** lawfully to be
40. begotten and the Heirs of the Body and Bodies of all
41. and every such son and sons severally and respectively lawfully
42. issuing such sons if more than one to take as Tenants in
43. common and not as joint Tenants and if any of the
44. said sons of the said **John Butler Pomfret** shall die without
45. Issue of his or their Body or Bodies I give and devise the
46. part or share and parts or shares of such of the said
47. sons of the said John Butler Pomfret who shall so die without
48. Issue of and in the said last mentioned Messuage Lands
49. Tenements Hereditaments and Promises unto all and every other
50. the son and sons of the said **John Butler Pomfret** lawfully
51. to be begotten and the heirs of the Body and Bodies of all
52. and every such other son and sons severally and respectively

1. lawfully issuing and other Sons if more than one to
2. take as Tenants in Common and not as joint Tenants
3. and for default of such Issue I give and devise the same
4. Messuage Lands Tenements Hereditaments and Promises to
5. all and every the Daughter and Daughters of the said **John**
6. **Butler Pomfret** lawfully so be begotten and the Heirs of
7. the Body and Bodies of all and every such Daughter and
8. Daughters severally and respectively lawfully issuing such
9. Daughters if more than one to take as Tenants in Common
10. and not as joint Tenants and if any of the said Daurs
11. of the said **John Butler Pomfret** shall die without Issue
12. of her or their Body or Bodies I give and devise
13. the part or share and parts or shares of such of the
14. said Daughters of the said **John Butler Pomfret** who
15. shall so die without issue of and in the said last
16. mentioned Messuage Lands Tenements Hereditaments and
17. Promises unto all and every other the Daughter and
18. Daughters of the said **John Butler Pomfret** lawfully to be
19. begotten and the Heirs of the Body and Bodies of all and
20. every such other Daughter and Daughters severally and
21. respectively lawfully issuing such other Daughters if more
22. than one to take as Tenants in common and not as joint
23. Tenants and for default of such Issue I give and devise
24. the same Messuage Lands Tenements Hereditaments and
25. Promises to the said **William Bedford** and **Peter Berry** their
26. Heirs and Assigns for and during the natural life of the
27. said **Mary Blackman** In Trust that they the said **William**
28. **Bedford** and **Peter Berry** and the survivor of them and
29. the Heirs or Assigns of such survivor shall and will from
30. time to time pay and apply all the clear Rents Issues and
31. Profits thereof remaining after the full payment of
32. Quit Rents Taxes Repairs and all other Charges and
33. Reprizes to be from time to time issuing and payable out
34. of or for or in respect of the same promise unto the
35. said **Mary Blackman** or otherwise empower permit and
36. suffer her the said **Mary Blackman** to receive and take
37. the same for and during the term of her natural life
38. to and for her own sole proper separate and peculiar
39. use and benefit apart from the said **John Blackman** her
40. Husband and so as the same or any part thereof shall
41. not be subject to his intermeddling Management Debts
42. Contracts or Engagements and I do hereby will order and
43. direct that the Receipt or Receipts Acquittance or
44. Acquittances of the said **Mary Blackman** alone under
45. her hand without her said husband shall notwithstanding
46. her Coverture be a good and sufficient discharge for so
47. much thereof as shall be therein acknowledged or
48. expressed to be received and from and immediately after
49. the decease of the said **Mary Blackman** I give and
50. devise the said last mentioned Messuage Lands Tenements
51. Hereditaments and Promises unto all and every the Child
52. and Children of the said **Mary Blackman** lawfully begotten

1. begotten and to be begotten and the Heirs of the Body
2. and Bodies of all and every such Child and Children
3. severally and respectively lawfully issuing such Children if
4. more than one to take as Tenants in common and not as
5. joint Tenants and if any of the said Children of the said
6. **Mary Blackman** shall die without Issue of his her or
7. their Body or Bodies I give and devise the part or
8. share and parts or shares of such of the said Children of
9. the said **Mary Blackman** who shall so die without Issue
10. of and in the said Messuage Lands Tenements Hereditaments
11. and Promises unto all and every other the Child and
12. Children of the said **Mary Blackman** lawfully begotten
13. and to be begotten and the Heirs of the Body and Bodies
14. of all and every such other Child and Children severally and
15. respectively lawfully issuing such other Children if more than
16. one to take as Tenants in common and not as joint Tenants
17. and for default of such Issue I give and devise the same
18. last mentioned Messuage Lands Tenements Hereditaments and
19. Promises unto the said **William Bedford** and **Peter Berry**
20. their Heirs and Assigns for and during the natural life of
21. the said **Sarah Neville** in Trust that they the said **William**
22. **Bedford** and **Peter Berry** and the Survivor of them and the
23. Heirs or Assigns of such Survivor shall and will from time
24. to time pay and apply all the Clear Rents Issues and
25. Profits thereof remaining after the full payment of Quit Rents
26. Taxes Repairs and all other Charges and Reprizes to be from
27. time to time issuing and payable out of or for or in respect
28. of the same promises unto the said **Sarah Neville** or
29. otherwise empower permit and suffer her the said **Sarah Neville**
30. to receive and take the Rents Issues and Profits thereof for
31. and during the Term of her natural life to and for her
32. own sole proper separate and peculiar use and benefit
33. apart from the said **Henry Neville** her husband and so
34. as the same or any part thereof shall not be subject to
35. intermeddling Control Management Debts Contracts or
36. Engagements and I do hereby will order and direct that the
37. Receipt or Receipts Acquittance or Acquittances of her the
38. said **Sarah Neville** alone under her Hand without her said
39. Husband shall notwithstanding her Coverture be a good
40. and sufficient discharge for so much thereof as shall be
41. therein mentioned or expressed to be received and from and
42. immediately after the decease of the said **Sarah Neville** I
43. give and devise the said last mentioned Messuage Lands
44. Tenements Hereditaments and Promises unto all and very
45. the Child and Children of the said **Sarah Neville** lawfully
46. begotten and to be begotten and the Heirs of the Body and
47. Bodies of all and every such Child and Children severally
48. and respectively lawfully issuing such Children if more than
49. one to take as Tenants in common and not as joint Tenants
50. and if any of the said Children of the said **Sarah**
51. **Neville** shall die without Issue of his her or their Body
52. or Bodies I give and devise the part or share and parts or

1. shares of such of the said Children of the said **Sarah**
2. **Neville** who shall so die without Issue of and in the
3. said Messuage Lands Tenements Hereditaments and promises
4. unto all and every other the Child and Children of the
5. said **Sarah Neville** lawfully begotten and to be begotten
6. and the Heirs of the Body and Bodies of all and every
7. such other Child and Children _____
8. _____
9. _____
10. _____ severally and respectively lawfully issuing such
11. other Children if more than one to take as Tenants in
12. Common and not as joint Tenants/ Also I give and devise
13. unto **Jane Neville** Spinster Daughter of my said Niece
14. **Sarah Neville** and her Assigns for and during the Term
15. of her natural life all that my Barn and the Lodges
16. and eight several pieces or parcels of Land Arable Meadow
17. and Pasture thereunto belonging or therewith used letten
18. occupied or enjoyed with their appurtenances containing
19. together in the whole by Estimation twenty one Acres
20. more or less situate lying and being in the **parish of**
21. **Biddenden** aforesaid and late in the Tenure or Occupation
22. of **Thomas Mannering** or his Assigns or undertenants²
23. and from and immediately after the decease of the said
24. **Jane Neville** I give and devise the same last
25. mentioned Barn Lands Tenements Hereditaments and
26. Promises to the said **William Bedford** and **Peter Berry**
27. their Heirs and Assigns for and during the natural life of
28. The said **Mary Blackman** in Trust that they the said
29. **William Bedford** and **Peter Berry** and the survivor of
30. Them and the Heirs or Assigns of such survivor shall
31. and will from time to time pay and apply all the Clear
32. Rents Issues and Profits thereof remaining after the full
33. Payment of Quit Rents Taxes Repairs and all other
34. Charges and reprints to be from time to time issuing and
35. payable out of or for or in respect of the said Promises
36. or any part thereof unto the said **Mary Blackman**
37. otherwise empower permit and suffer her the said **Mary**
38. **Blackman** to receive and take the same for and during
39. the Term of her natural life to and for her own sole
40. proper separate and peculiar use and benefit apart
41. from the said **John Blackman** her husband and so as
42. the same or any part thereof shall not be subject to
43. his intermeddling Control Management Debts Contracts
44. or Engagements and I do hereby will order and direct
45. that the Receipt or Receipts Acquittance or Acquittances
46. of the said **Mary Blackman** alone under her hand
47. without her said husband shall notwithstanding her
48. Coverture be a good and sufficient discharge for so much
49. thereof as shall be therein acknowledged or expressed to
50. be received and from and immediately after the decease of
51. the said **Mary Blackman** I give and devise the said last
52. Mentioned Barn Lands Tenements Hereditaments and

² and now or late in the Tenure or Occupation of **John Fern** or his Assigns or Undertenants

1. Promises unto all and every the Child and Children of
2. the said **Mary Blackman** lawfully begotten and to be
3. begotten and the Heirs of the Body and Bodies of all and
4. every such Child and Children severally and respectively
5. lawfully issuing such Children if more than one to take
6. as Tenants in common and not as joint Tenants and if
7. any of the said Children of the said **Mary Blackman**
8. shall die without Issue of hi her and their Body or
9. Bodies I give and devise the part or share and parts or
10. shares of such of the said Children of the said Mary
11. Blackman who shall die without Issue _____
12. _____ of and in the said last mentioned Barn
13. Lands Hereditaments and Promises unto all and every
14. other the Child and Children of the said **Mary Blackman**
15. lawfully begotten and to be begotten and the Heirs of
16. the Body and Bodies of all and every such other Child
17. and Children severally and respectively lawfully issuing
18. such other Children if more than one to take as Tenants in
19. Common and not as joint Tenants and for default of
20. such Issue I give and devise the said Barn Lands
21. Hereditaments and Promises to the said **William Bedford**
22. and **Peter Berry** and their Heirs and Assigns for and
23. during the natural life of the said **Sarah Neville** in
24. Trust that they the said **William Bedford** and **Peter Berry**
25. and the survivor of them and the Heirs or Assigns of
26. such Survivor shall and will from time to time pay and
27. apply all the clear Rents Issues and Profits thereof
28. remaining after the full payment of Quit Rents Taxes
29. Repairs and all other Charges and reprints to be from
30. time to time issuing or payable out of or for or in
31. respect of the same promises or any part thereof unto
32. the said **Sarah Neville** or otherwise empower permit and
33. suffer the said **Sarah Neville** to receive and take the
34. same for and during the Term of her natural life to
35. and for her own sole proper separate and peculiar
36. use and benefit apart from the said **Henry Neville**
37. her husband and so as the same or any part thereof
38. shall not be subject to his intermeddling control
39. Management Debts Contracts or Engagements and I do
40. hereby will order and direct that the Receipt or Receipts
41. Acquittance or Acquittances of her the said **Sarah Neville**
42. alone under her Hand without her said Husband shall
43. notwithstanding her Coverture be a good and sufficient
44. discharge for so much thereof as shall be therein
45. acknowledged or expressed to be received and from and
46. immediately after the decease of the said **Sarah Neville** I
47. give and devise the same Barn Lands Hereditaments
48. and promises to all and every the Child and Children
49. of the said **Sarah Neville** lawfully begotten and to be
50. begotten and the Heirs of the Body and Bodies of all
51. and every such Child and Children severally and respectively
52. lawfully issuing such Children if more than one to take as

1. Tenants in common and not as joint Tenants and if any
2. of the said Children of the said **Sarah Neville** shall die
3. without Issue of his her or their Body or Bodies I give
4. and devise the part or share and parts or shares of
5. such of the said Children of the said **Sarah Neville** who
6. shall so die without Issue of and in the said last mentioned
7. Barn Lands Hereditaments and Promises unto all and every
8. other the Child and Children of the said **Sarah Neville**
9. lawfully begotten and to be begotten and the Heirs
10. of the Body and Bodies of all and every such other
11. Child and Children severally and respectively lawfully
12. issuing such other Children if more than one to take as
13. Tenants in common and not joint Tenants also I give
14. and devise unto **Jane Waters** my Servant for and during
15. the Term of her natural life all these my five several
16. pieces or parcels of Land Arable Meadow and Pasture
17. containing in the whole by Estimation sixteen acres
18. more or less with their Appurtenances lying and being
19. in the **Parish of Egerton** aforesaid late in the Tenure
20. or Occupation of **John Boarman** his Assigns or Undertenants
21. and now or late of **John Hollyer** or his Assigns or
22. Undertenants and from and immediately after the decease
23. of the said **Jane Waters** in case she shall happen to
24. die before the said **John Butler Pomfret** shall have
25. attained his full age of twenty one years then I give
26. and devise the said last mentioned pieces or parcels of
27. Land Hereditaments and Promises to the said **William**
28. **Bedford** and **Peter Berry** and and their Heirs for and during
29. and until the said **John Butler Pomfret** shall have attained
30. his full age of twenty one years in Trust that they my
31. said Trustees their Heirs Executors or Administrators shall
32. and do receive the Rents Issues and Profits of the said
33. pieces or parcels of Land Hereditaments and Promises
34. and every part thereof and my will and meaning is
35. and I do hereby order and direct my said Trustees their
36. Heirs Executors or Administrators to pay and apply the
37. Rents Issues and Profits therefrom arising unto all and
38. every the Child and Children of the said **Mary Blackman**
39. in equall shares and proportions to and for their own
40. proper use and benefit until the said **John Butler**
41. **Pomfret** shall have attained his full age of twenty one
42. years and from and immediately after the decease of
43. the said **Jane Waters** or so soon afterwards as the said
44. **John Butler Pomfret** shall have attained his full age of
45. twenty one years I give and devise the said several
46. last mentioned pieces or parcels of Land Hereditaments
47. and Promises unto the said **John Butler Pomfret** and his
48. Assigns for and during the Term of his natural life
49. and from and immediately after the determination of
50. that Estate I give and devise the said pieces or parcels
51. of Land Hereditaments and Promises unto the said **William**
52. **Bedford** and **Peter Berry** and their Heirs for and during

1. the natural life of the said **John Butler Pomfret** upon
2. Trust only to preserve the Contingent Estates herein after
3. limited from being defeated or destroyed and for that
4. purpose to make Entries and to bring Actions as occasion
5. shall require but nevertheless to permit and suffer the
6. said **John Butler Pomfret** and his Assigns during his
7. natural life to receive and take the Rents Issues and
8. Profits thereof to and for his and their own proper
9. use and benefit and from and immediately aft the
10. decease of the said **John Butler Pomfret** I give and
11. devise the said last mentioned pieces or parcels of Land
12. Hereditaments and Promises unto all and every the
13. Child and Children of the said **John Butler Pomfret**
14. lawfully to be begotten and the Heirs of the Body
15. and Bodies of all and every such Child and Children
16. severally and respectively lawfully issuing such Children
17. if more than one to take as Tenants in common and
18. not as joint Tenants and if any of the said Children
19. of the said **John Butler Pomfret** shall die without
20. Issue of his her or their Body or Bodies I give and
21. devise the part or share and parts or shares of such
22. of the said Children of the said **John Butler Pomfret**
23. who shall so die without Issue of and in all and
24. singular the said several pieces or parcels of Land
25. Hereditaments and Promises unto all and very other
26. the Child and Children of the said **John Butler Pomfret**
27. lawfully to be begotten and the Heirs of the Body and
28. Bodies of all and every such other Child and Children
29. severally and respectively lawfully issuing such other
30. Children if more than one to take as Tenants in common
31. and not as joint Tenants and for default of such Issue
32. I give and devise the same several pieces or parcels
33. of Land Hereditaments and Promises unto the said **William**
34. **Bedford** and **Peter Berry** and their Heirs for and during
35. the natural life of the said **Mary Blackman** in Trust
36. that they the said **William Bedford** and **Peter Berry** and
37. the survivor of them and the Heirs or Assigns of such
38. Survivor shall and will from time to time pay and
39. apply all the Clear Rents Issues and Profits thereof
40. remaining after the full payment of Quit Rents Taxes
41. Repairs and all other Charges and Reprizes from time
42. to time issuing or payable out of or for or in respect
43. of the same promises or any part thereof unto the
44. said **Mary Blackman** or otherwise empower permit and
45. suffer her the said **Mary Blackman** to receive and take
46. the Rents Issues and Profits thereof as aforesaid for and
47. during the term of her natural life to and for her own
48. sole proper separate and peculiar use and benefit apart
49. from the said **John Blackman** her husband and so as
50. the same or any part thereof shall not be subject to
51. his intermeddling Control Management Debts Contracts
52. Or Engagements and I hereby will order and direct that

1. the Receipt or Receipts Acquittance or Acquittances of
2. her the said **Mary Blackman** alone under her hand
3. without her said husband shall notwithstanding her
4. Coverture be a good and sufficient discharge for so much
5. thereof as shall be therein acknowledged or expressed to
6. be received and from and immediately after the decease
7. of the said **Mary Blackman** I give and devise the
8. same several pieces or parcels of Land Hereditaments
9. and Promises unto all and every the Child and Children
10. of the said **Mary Blackman** lawfully begotten and to
11. be begotten and the Heirs of the Body and Bodies of
12. all and every such Child and Children severally and
13. respectively lawfully issuing such Children if more than
14. one to take as Tenants in common and not as joint
15. Tenants and if any of the said Children of the said
16. **Mary Blackman** shall die without issue of her his or
17. their Body or Bodies I give and devise the part or
18. share and parts or shares of such of the said Children
19. of the said **Mary Blackman** who shall so die without
20. Issue of and in the said several pieces or parcels of
21. Land Hereditaments and Promises unto all and every
22. other the Child and Children of the said **Mary Blackman**
23. lawfully begotten and to be begotten and the Heirs of
24. the Body and Bodies of all and every such other Child
25. and Children severally and respectively lawfully issuing
26. such other Children if more than one to take as
27. Tenants in common and not as joint Tenants and for
28. default of such Issue I give and devise the same
29. last mentioned several pieces or parcels of Land
30. Hereditaments and Promises unto the said **William Bedford**
31. and **Peter Berry** and their Heirs for and during the
32. Natural life of the said **Sarah Neville** in Trust that
33. they the said **William Bedford** and **Peter Berry** and the
34. Survivor of them and the Heirs or Assigns of such
35. Survivor shall and will from time to time pay and
36. apply all the Clear Rents Issues Profits thereof
37. remaining after the full payment of Quit Rents Taxes
38. Repairs and all other Charges and reprises to be
39. from time to time issuing and payable out of or for
40. or in respect of the same promises unto the said
41. **Sarah Neville** or her Assigns or otherwise empower
42. permit and suffer the said **Sarah Neville** and her
43. Assigns during her natural life to receive and take the
44. same to and for her own sole proper separate and
45. peculiar use and benefit apart from the said **Henry**
46. **Neville** her husband and so as the same or any part
47. thereof shall not be subject to his intermeddling
48. Management Debts Contracts or Engagements and I
49. do hereby will order and direct that the Receipt or
50. Receipts Acquittance or Acquittances of her the said
51. **Sarah Neville** alone under her hand without her
52. said husband shall notwithstanding her Coverture be

1. a good and sufficient discharge for so much thereof as
2. shall be therein acknowledged or expressed to be received
3. and from and immediately after the decease of the said
4. **Sarah Neville** I give and devise the said several pieces
5. or parcels of Land Hereditaments and Promises unto
6. all and every the Child and Children of the said **Sarah**
7. **Neville** lawfully begotten and to be begotten and the
8. Heirs of the Body and Bodies of all and every such
9. Child and Children severally and respectively lawfully
10. issuing such Children if more than one to take as
11. Tenants in common and not as joint Tenants and if
12. any of the said Children of the said **Sarah Neville** shall
13. die without Issue of his her or their Body or Bodies I
14. give and devise the part or share and parts or shares
15. of such of the said Children of the said **Sarah Neville**
16. who shall so die without Issue of and in the said
17. several last mentioned pieces or parcels of Land unto
18. all and every other the Child and Children of the said
19. **Sarah Neville** lawfully begotten and to be begotten and
20. the Heirs of the Body and Bodies of all and every such
21. other Child and Children severally and respectively lawfully
22. issuing such other Children if more than one to take as
23. Tenants in Common and not as joint Tenants provided
24. always that if the said **Henry Neville** the son **Josiah**
25. **Neville Jane Neville** or any other the Child or Children of
26. the said **Sarah Neville** or any of the Child or Children of
27. the said **Mary Blackman** shall be under the age of
28. twenty one years at the time that they any or other of
29. them shall be intituled to any of the said Messuage Lands
30. Tenements parts purparts shares Hereditaments and Promes
31. to them or any or either of them herein before respectively
32. given then and in such case I do hereby will order and
33. direct that all the Rents Issues and Profits of my said
34. several Messuage Lands Tenements parts purparts shares
35. and Hereditaments herein before respectively devised to them
36. or any or either of them as aforesaid shall be received
37. and taken by the said **Henry Neville** the Father and
38. **John Blackman** and the survivor of them and the Executors
39. or Administrators of such survivor until the said **Henry**
40. **Neville** the son **Josiah Neville Jane Neville** or any other
41. the Child or Children of the said **Sarah Neville** or any of
42. the Child or Children of the said **Mary Blackman** shall
43. attain their respective Age or Ages of twenty one
44. years in case he she or they shall live to attain the
45. said Age or Ages in Trust that they the said **Henry**
46. **Neville** the Father and **John Blackman** and the survivor
47. of them and the Executors or Administrators of such
48. Survivor shall and will from time to time put and place
49. out at Interest in same of the publick Stocks or Funds of
50. this Kingdom or upon some good Land Security or Securities
51. all and every such sum or sums of money as they or any
52. of them shall receive for or on amount of the said Rents

1. Issues and profits of my said several Messuages Lands
2. Tenements parts purparts shares and Hereditaments and
3. shall and will assign transfer pay and apply the same and
4. all the Interest and proceed thereof unto and to and for
5. the only use and benefit of the said **Henry Neville** the
6. son **Josiah Neville Jane Neville** and the other Child or
7. Children of the said **Sarah Neville** or the Child or Children
8. of the said **Mary Blackman** or such of them as shall
9. be entitled to the same when and as soon as he she or
10. they shall have attained his her or their said Age or
11. Ages of twenty one years or in case he she or they shall
12. happen to die under the said Age unto and to and for
13. the only use and benefit of the several and respective
14. person or persons who shall be intituled to the next
15. and immediate Estate of Freehold after the decease of
16. the said **Henry Neville** the son **Josiah Neville Jane**
17. **Neville** or the Child or Children of the said **Sarah**
18. **Neville** or the Child or Children of the said **Mary Blackman**
19. any or other of them of and in my said several Messuages
20. Lands Tenements parts purparts shares and Hereditaments
21. provided also and I do hereby further will order and
22. direct that it shall and may be lawful to and for the
23. several and respective persons to whom I have herein before
24. given devised or limitted any Estate or Estates for life
25. or lives of and in my said several Messuages Lands
26. Tenements parts purparts shares Hereditaments and Promises
27. or any of them by any Sudenture or Sudentures to
28. make any Lease or Lease thereof or of any part
29. thereof except my said part and share of and in the
30. said two pieces of wood Land near **Feston Green** afores'd
31. for any Term or number of years not exceeding twenty
32. one years in possession and not in reversion or remainder
33. or by way of future Interest so as upon all and every
34. such Lease and Leases thereby reserved and made payable
35. during the Continuance thereof the best and most improved
36. Yearly Rent or Rents which can be reasonably gotten
37. for what shall be so leased without taking any Fine
38. or income for the same and so as in all and every
39. such Lease and Leases there be contained a Clause of
40. Reentry for nonpayment of the Rent or Rents thereby to
41. be reserved and so as such Lease or Leases be not made
42. Dispunishable for least by any Express Words or Clause
43. therein to be contained and so as the respective Lessee or
44. Lessees in such Lease or Leases do seal and deliver a
45. Counterpart or Counterparts thereof also I will and direct
46. that my Executors herein after named shall by and out
47. of my personal Estate in the first place reserve and
48. retain so much money as shall be sufficient to satisfy and
49. Discharge the several Legacies given or bequeathed by the
50. last Will and Testament of my late brother **John Pomfret**
51. deceased to the several persons therein named at their
52. respective ages of twenty one years which Legacies by the

1. Directions of his said ____ Will I am to pay and discharge
2. also I give and bequeath unto the said **William Bedford**
3. and **Peter Berry** the same of one thousand pounds of
4. lawful money of Great Britain to be paid unto them
5. within twelve Calendar Months next after my decease
6. in Trust that they the said **William Bedford** and **Peter**
7. **Berry** and the survivor of them and the Executors or
8. Administrators of such survivor shall and will as soon
9. As conveniently it may be done put and place out
10. at Interest the said sum of one thousand pounds in
11. some of the publick Stocks or Funds of this Kingdom
12. or upon some good land security or securities and form
13. time to time as often as occasion shall require call in
14. and again put out and place out at Interest the same
15. sum of one thousand pounds in some of the said
16. Stocks or Funds or upon such security or securities as
17. aforesaid and also shall and will from time to time by
18. equall half yearly payments pay and apply all the
19. Interest dividends and proceed which shall or may from
20. time to time become due arise and be made of or from
21. the said sum of one thousand pounds unto the said
22. **Sarah Neville** or otherwise empower permit and suffer
23. the said **Sarah Neville** to receive and take the same for
24. and during the term of her natural life to and for
25. her own sole separate and peculiar use and benefit apart
26. from the said **Henry Neville** her husband and so as
27. the same or any part thereof shall not be subject to
28. his intermeddling control management Debts Contracts
29. or Engagements and I do hereby will order and direct
30. that the Receipt of the said **Sarah Neville** alone under
31. her Hand without her said husband shall from time to
32. time be a good and sufficient discharge for such Interest
33. Dividends and proceed and every part thereof notwithstanding
34. her Coverture and from and after the decease of the said
35. **Sarah Neville** in Trust that they the said **William Bedford**
36. and **Peter Berry** and the survivor of them and the
37. Executors or Administrators of such survivor shall and
38. will assign transfer pay and apply the said sum of one
39. thousand pounds and all the growing interest dividends
40. and proceed thereof unto and to and for the use and
41. benefit of such son or sons or daughter or daughters of
42. the said **Sarah Neville** lawfully begotten and to be
43. begotten or such Child or Children of such of the same
44. sons and daughters who shall happen to die leaving
45. Issue in such parts shares and portions at such time
46. and times as the said **Sarah Neville** by an Deed or
47. Deeds or Writing or Writings to be by her sealed and
48. delivered in the presence of two or more credible witnesses
49. shall from time to time and at any time or times during
50. her natural ife nominate direct or appoint and for want
51. of such nomination direction or appointment unto and to
52. and for the only use and benefit of all and every the son

1. and sons and daughter and daughters of the said **Sarah**
2. **Neville** lawfully begotten and to be begotten who
3. shall be living at the time of her decease also I
4. give and bequeath to the said **William Bedford** and
5. **Peter Berry** the farther sum of one thousand pounds
6. of the lawful money to be paid unto them by my
7. Executors herein after named within twelve calendar
8. Months next after my decease in Trust that they the
9. said **William Bedford** and **Peter Berry** and the survivor
10. of them and the Executors or Administrators of such
11. Survivor shall and will as soon as conveniently it may
12. be done put and place out at Interest the said last
13. mentioned sum of one thousand pounds in same of the
14. Publick Stocks or Funds of this Kingdom or upon such
15. other security or securities as aforesaid and also shall
16. and will from time to time as often as occasion shall
17. require call in and again put and place out at
18. Interest the same sum of one thousand pounds in same
19. of the said Stocks or Funds or upon such Security or
20. Securities as aforesaid and also shall and will from time
21. to time by equal half yearly payments pay and apply
22. all the Interest Dividends and proceed which shall or
23. may from time to time become due arise or be made of
24. or from the said last mentioned sum of one thousand
25. pounds unto the said **Mary Blackman** or otherwise
26. empower permit and suffer her she said **Mary Blackman**
27. to receive and take the same for and during the term of
28. her natural life to and for her own sole proper separate
29. and peculiar use and benefit apart from the said
30. **John Blackman** her husband and so as the same or
31. any part thereof shall not be subject to his intermeddling
32. control Management Debts Contracts or Engagements
33. and I do hereby direct that the receipt of the said
34. **Mary Blackman** alone under her hand without her
35. said husband shall from time to time be a good and
36. sufficient discharge for such Interest Dividends and Proceed
37. and every part thereof notwithstanding her Coverture
38. and from and immediately after the decease of the
39. said **Mary Blackman** in Trust that they the said **Will^m**
40. **Bedford** and **Peter Berry** and the survivor of them or the
41. Executors or Administrators of such survivor shall and
42. will assign transfer pay and apply the said last ment^d
43. sum of one thousand pounds and all the growing
44. Interest Dividends and Proceed thereof unto and to and for
45. the use and benefit of such son or sons or daughter or
46. daughters of the said **Mary Blackman** lawfully begotten
47. and to be begotten or such Child or Children of such
48. of the same sons and daughters who shall happen to
49. die leaving Issue in such parts shares and proportions and
50. at such time and times as the said **Mary Blackman** by
51. any Deed or Deeds or Writing or Writings to be by her
52. sealed and delivered in the promise of two or more credible

1. Witnesses shall from time to time and at any time or
2. times during her natural life nominate direct or appoint
3. and for want of such nomination direction or appointment
4. unto and to and for the only use and benefit of all
5. and every the son and sons and daughter and daughters
6. of the said **Mary Blackman** lawfully begotten and to be
7. begotten who shall be living at the time of her decease
8. Also I give and bequeath unto the said **Jane Musgrove**
9. for and during the term of her natural life the
10. yearly Interest of three hundred pounds at the Rate of
11. four pounds per centum to be paid to her by my Executors
12. Quarterly or in half yearly payments Also I give and
13. bequeath unto the said **Sarah Neville** the sum of twenty
14. pounds for mourning and to the said **Mary Blackman**
15. the like sum of twenty pounds for mourning Also I
16. give and bequeath unto the said **Jane Waters** for and
17. during the Term of her natural life the yearly Interest
18. of three hundred pounds at the rate of four pounds per
19. centum to be paid to her by my Executors herein after
20. named in Quarterly or half yearly payments also I give
21. and bequeath unto the said **Jane Neville** and **Jane**
22. **Musgrove** the sum of ten pounds each for mourning also
23. I give and bequeath unto the said **Jane Waters** the Sum
24. of five pounds for mourning also I give and bequeath
25. unto **Thomas Larance** the son of **John Larance** and
26. of my late Niece **Charlotte** his wife the sum of fifty
27. pounds when and in case he shall live to attain the
28. age of twenty one years also I give and bequeath
29. unto the said **John Larance** the sum of ten pounds for
30. Mourning also I give and bequeath unto **Mrs Harriet**
31. **Pomfret** Widow a Mourning Ring of the price of one
32. Guinea also I give and bequeath unto the said **Will^m**
33. **Bedford** and **Peter Berry** the sum of ten Guineas a
34. piece for a Ring also I give and bequeath unto the
35. said **Henry Neville** the Father and **John Blackman** my
36. Executors the sum of ten Guineas a piece for their care
37. and trouble in the Execution of this my will also I
38. give and bequeath all the Rest and Residue of my
39. Monies Securities for Monies Goods China Pictures Silks
40. Linen Plate Chattels and Personal Estate whatsoever and
41. wheresoever remaining after the full payment of the
42. said Legacies given by the Will of my late Brother
43. **John Pomfret** and also of all my just Debts and Legacies
44. and the charges of my funeral and the probate of this
45. my will excepting the furniture of my dwelling house (not
46. including my China Pictures Silks Linen or Plate) which
47. I absolutely give unto the said **Sarah Neville** only for
48. her own proper use and benefit unto and to and for
49. the only proper use and benefit of my said Nieces **Sarah**
50. **Neville** and **Mary Blackman** absolutely equally to be
51. divided between them share and share alike and I do
52. hereby nominate constitute and appoint the said **Henry**

1. **Neville** the Father and **John Blackman** Executors of this
2. My last Will and Testament provided always and my
3. will and mind is and I do hereby farther order and
4. direct that it shall and may be lawful to and for the
5. said **William Bedford** and **Peter Berry Henry Neville**
6. the Father and **John Blackman** severally and respectively
7. and their several and respective Executors and Adm'ors
8. do deduct and retain out of the said Rents and Profits
9. of my said several and respective freehold Estates or out
10. of my personal Estate all and every such Sum and
11. Sums of money Costs Charges Expenses and Damages
12. whatsoever which they or any of them shall respectively
13. pay expend sustain or be put unto for or by reason of
14. or in ___or about the Execution of the several
15. and respective Trusts hereby in them respectively reposed
16. containing my said several and respective freehold Estates
17. or otherwise in or about the Execution of this my Will
18. and that they the said **William Bedford** and **Peter Berry**
19. **Henry Neville** the Father and **John Blackman** their
20. several Executors or Administrators or any of them shall
21. not be in any wise answerable chargeable or accountable
22. for or with the less or deficiency of the said Rents
23. and Profits of my Freehold Estates or any part
24. thereof or of any part of my personal Estate which
25. shall or may happen without the willful neglect or default
26. of them or any of them nor the one for the other
27. of their or for the Arts Deeds Defaults Receipts Payments
28. or Disbursements of any other of them and lastly I do
29. hereby revoke and make said all former and other Wills
30. by me at any time or times heretofore made and do
31. publish and declare this only to be and contain my whole
32. and interest last Will and Testament In Witnesses whereof
33. I the said **Josias Pomfret** the Testator unto this my last
34. Will and Testament contained in this and the thirty six
35. proceeding sheets of paper have set my hand and seal
36. to wit my hand to the said thirty six proceeding sheets
37. and my hand and seal to this the last sheet thereof
38. and my hand and seal at the top of the first sheet
39. where all the sheets are affixed together this the fourth
40. Day of December in the twelfth year of the Reign of
41. Our Sovereign Lord George the third by the Grace of God
42. of Great Britain France and Ireland King defender of
43. the Faith and in the year of our Lord one thousand
44. seven hundred and seventy one **JOSIAS POMFRET** signed
45. sealed published and declared by the said **Josias Pomfret**
46. the Testator as and for his last Will and Testament in the
47. presence of us who at his request and in his presence and
48. Witnesses thereunto the Name of **Josiah Neville** being first
49. wrote on a razure in the fifteenth line of the second sheet
50. **Robert Neil** Vicar of Blean, **Richard Pullen**, **Geo**
51. **Norwood** Attorney at Law at Biddenden.

1. This is a Codicil to the last Will and
2. Testament of **Josias Pomfret** of **Biddenden** in the
3. **County of Kent** Clerk which I duly made and published
4. bearing date the fourth day of December in the year of
5. our Lord one thousand seven hundred and seventy one
6. and which will I do hereby ratify and confirm in all
7. respects except only as is herein after mentioned. Whereas
8. I have in and by my said Will given and devised
9. unto **Jane Neville** Spinster Daughter of my Niece **Sarah**
10. **Neville** and her Assigns for and during the Term of
11. her natural life all that my Barn and the Lodges
12. and eight several pieces or parcels of Land Arable
13. Meadow and Pasture thereunto belonging or appertaining
14. or therewith used letten occupied or enjoyed with their
15. Appurtenances containing together in the whole by
16. Estimation twenty one acres more or less situate lying and
17. being in the **Parish of Biddenden** aforesaid and late in
18. the tenure or occupation of **Thomas Mannering** or his
19. Assigns or undertenants and now or late in the tenure or
20. occupation of **John Fern** or his Assigns or undertenants
21. Now I do hereby revoke annul and make void the said
22. devise unto the said **Jane Neville** and in lieu thereof do
23. give and bequeath unto the said **Jane Neville** for and
24. during the term of her natural life the yearly Interest
25. of four hundred pounds at the Rate of four pounds in the
26. hundred to be paid to her by my Executors in my Will
27. named Quarterly or in half yearly payments and I do hereby
28. will and direct that the said Barn Lands and Promises and
29. the Rents and profits thereof shall immediately at my
30. decease go be and remain to the use of or in Trust for
31. such other person or persons who by virtue of my said
32. Will would have been intituled to the same in case the
33. said **Jane Neville** were actually dead and whereas I have
34. in and by my said Will given and devised unto the
35. **Reverend William Bedford** Clerk and **Peter Berry** Gentleman
36. and their Heirs for and during the natural life of **Jane**
37. **Musgrove** Spinster Daughter of my late Niece **Martha**
38. **Musgrove** deceased all that my Messuage or Tenement
39. with the Barn Stable and all other the Buildings Garden
40. Orchard Closes Yards Backsides and Appurtenances thereto
41. belonging and all these several pieces or parcels of Land
42. Arable Meadow and Pasture containing in the whole by
43. Estimation sixty acres more or less to the said last mentioned
44. Messuage or Tenement Also belonging or appertaining
45. therewith usually demised used or enjoyed situate lying and
46. being in the **Parish of Egerton** in the said **County of Kent**
47. and formerly in the tenure or occupation of **Robert Coppin**
48. or his Assigns or undertenants and now or late in the
49. tenure or occupation of **John Hucksepp** and **John Hope** or
50. and of them or their or one of their Assigns or
51. undertenants in Trust that they the said **William Bedford** and

1. **Peter Berry** and the survivor of them and the Heirs or
2. Assigns of such survivor should from time to time pay
3. and apply all the clear Rents Issues and Profits thereof
4. remaining after the full payment of Quit Rents Taxes
5. Repairs and all other Charge and Reprizes to be from
6. time to time issuing and payable out of or for or in
7. respect of the said Promises unto the said **Jane Musgrove**
8. or otherwise empower permit and suffer her the said
9. **Jane Musgrove** to receive and take the same for and
10. during the term of her natural life to and for her own
11. sole proper separate and peculiar use and benefit apart
12. from any husband the said **Jane Musgrove** might happen
13. to intermarry with and whereas I have in and by my
14. said Will given and bequeathed unto the said **Jane**
15. **Musgrove** for and during the term of her natural life
16. the yearly Interest of three hundred pounds at the Rate
17. of four pounds per centum to be paid to her by my Executors
18. Quarterly or in half yearly payments now my will and
19. meaning is that in case the said **Jane Musgrove** at any
20. time after my decease shall marry and take to husband
21. any person or persons without the approbation and consent
22. of **John Blackman** of **Wadhurst in the County of Sussex** Surgeon and
23. my Niece **Mary Blackman** his wife and **Henry Neville** the
24. Elder of **Wingham in the said County of Kent** Surgeon
25. and Niece **Sarah Neville** his wife or of two of them
26. or the survivors or survivor of them if then living in
27. Writing under his her or their Hand or Hands first hand
28. and obtained then and in such case I do hereby will and
29. Expressly direct that the said yearly Interest of three hundred
30. pounds in and by my said Will given and bequeathed
31. unto the said **Jane Musgrove** for and during the term
32. of her natural life as aforesaid shall absolutely cease
33. and determine from the day of such marriage and also my
34. will and meaning is that in case of such marriage from
35. thenseforth all and every the uses Estates and Trust by me
36. in my said will limited expressed or declared of and
37. containing the said last mentioned Messuage Lands and
38. Promises in and by my said will devised every or any part
39. thereof unto or to the use of or in Trust for the said **Jane**
40. **Musgrove** shall so far as relates to or concerns the said
41. **Jane Musgrove** immediately cease and be void to all interests
42. and purposes as if the said **Jane Musgrove** were actually
43. dead and then also and in such case I will and direct that
44. the same Messuage Lands and Promises and the Rents and
45. Profits thereof shall immediately thereupon go over and from
46. thenseforth go be and remain to the use of or in Trust for
47. such other person or persons who by virtue of my said Will
48. would have been intituled to the same in case the said **Jane**
49. **Musgrove** were actually dead and I give and bequeath unto
50. **Mary Pain** wife of **John Pain** the sum of twenty pounds
51. for her own proper and separate use. In Witnesses whereof I
52. the said **Josias Pomfret** have to this my writing contained

1. in this and the proceeding sheet of paper which I declare
2. to be a Codicil to my said last Will and Testament and
3. which is to be accepted and taken as part thereof set my
4. Hand and Seal to wit my Hand and seal to the bottom
5. of the first sheet hereof and my Hand and seal so this
6. the last Sheet and my Hand and Seal at the top of the
7. first sheet where the two sheets are affixed together this
8. tenth day of September in the year of our Lord one
9. thousand seven hundred and seventy three *Josias Pomfret*
10. The writing contained in this and the proceeding sheet of
11. paper was signed sealed published and declared by the
12. abovenamed *Josias Pomfret* as and for this Codicil to his last
13. Will and Testament in the presence of us who at his
14. request and in his presence and in the presence of each other
15. have subscribed our Names as Witnesses thereto *Rich^d*
16. *Pullen Geo Norwood* Attorney at Law *Biddenden John*
17. *Edwards* his servant

18. **This Will** was proved at London with a
19. Codicil the twenty second day of December in the year
20. of our Lord one thousand seven hundred and seventy
21. five before the Worshipful *George Harris* Doctor of Laws
22. Surrogate of the Right Worshipful *Sir George Hay Knight*
23. also Doctor of Laws Master Keeper or Commissary of
24. the Prerogative Court of Canterbury lawfully constituted
25. by the oaths of *Henry Neville* and *John Blackman*
26. the Executors named in the said Will to whom adm'ton
27. of all and singular the Goods Chattels and Credits of
28. the deceased was granted having been first sworn duly
29. to administer.

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RELATIVES:

BLACKMAN, John (Surgeon of Wadhurst, Sussex)
BLACKMAN, Mary (Niece and wife of John BLACKMAN)
LARANCE, Charlotte (Late niece)
LARANCE, John (Father of Thomas and husband of late niece Charlotte LARANCE)
LARANCE, Thomas (Son of John LARANCE and late niece Charlotte LARANCE)
MUSGROVE, Jane (Spinster daughter of late niece Martha MUSGROVE)
MUSGROVE, Martha (Late niece)
NEVILLE, Henry (Surgeon of Wingham, Kent) – “Henry Neville the Father”
NEVILLE, Henry (Eldest son of Sarah NEVILLE) – “Henry Neville the Son”
NEVILLE, Jane (Spinster daughter of Sarah NEVILLE)
NEVILLE, Josiah (Younger son of Sarah NEVILLE)
NEVILLE, Sarah (Niece and wife of Henry NEVILLE)
POMFRET, Mrs. Harriet (Widow [*of Virgil POMFRET*])
POMFRET, John (Late deceased brother)
POMFRET, John Butler (Son of Virgil POMFRET)
POMFRET, Virgil (Late nephew)

TRUSTEES, WITNESSES AND OTHER:

BEDFORD, William (Reverend of Beaksbourn, Kent)
BERRY, Peter (Gentleman of Biddenden, Kent)

EDWARDS, John (Servant)
NEIL, Robert (Vicar of Blean)
NORWOOD, George (Attorney at Law, Biddenden, Kent)
PULLEN, Richard

PAIN, Mary (Wife of John PAIN)
STANDEN, John (Surgeon) - sold land to Josias Pomfret
WATERS, Jane (Servant)

PROPERTY IN BIDDENDEN, KENT IN THE TENURE OR OCCUPATION OF:

FERN, John
FLINT, Samuel
GORE, William
HONISS, James
HOPPER, John
MANNERING, Thomas
NORWOOD, George (Gentleman)
PATTENSON, Samuel (Gentleman)
PEMBLE, Thomas
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PROPERTY IN TENTERDEN AND/OR EBONY, KENT IN THE TENURE OR OCCUPATION OF:

FELL, George the Younger
HILLS, Richard
LONDON, Thomas
WITHERDEN, John
WITHERDEN, Joseph

PROPERTY IN EGERTON, KENT IN THE TENURE OR OCCUPATION OF:

BOARMAN, John
COPPIN, Robert
HOPE, John
HOLLYER, John
HUCKSEP or HUCKSEPP, John

PROPERTY IN PATRIBOURNE, KENT IN THE TENURE OR OCCUPATION OF:

MILLS, _____
PAGE, Elizabeth
STOKES, Susannah

PROPERTY OF "LOTT LAND" IN THE PARISH OF HIGH HALDEN IN THE TENURE OR OCCUPATION OF:

WITHERDEN, John
WITHERDEN, Joseph

PROPERTY IN MAIDSTONE, KENT IN THE TENURE OR OCCUPATION OF:

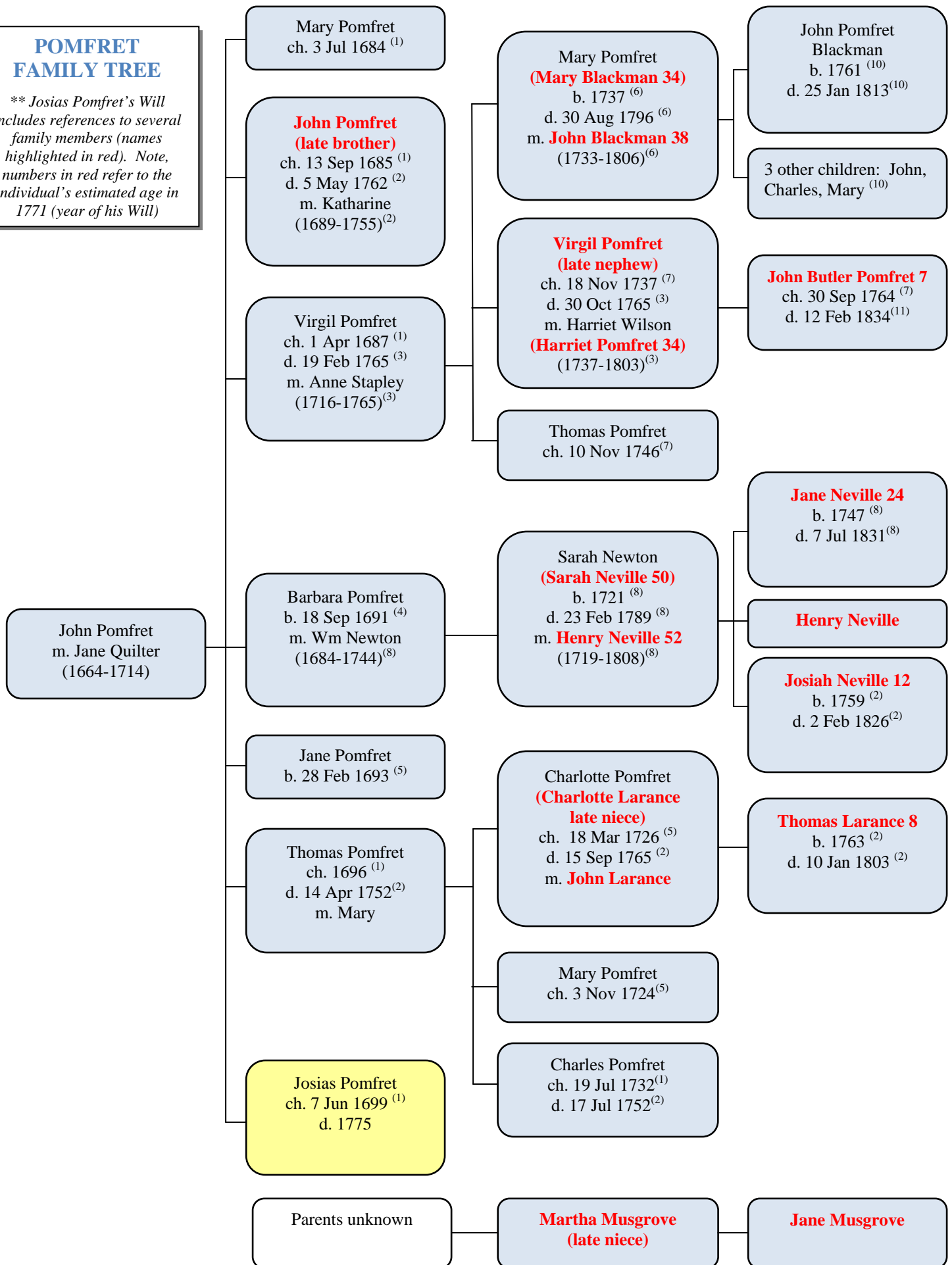
GORE, William

PROPERTY IN BETHERSDEN, KENT IN THE TENURE OR OCCUPATION OF:

BUSS, Robert

POMFRET FAMILY TREE

** Josias Pomfret's Will includes references to several family members (names highlighted in red). Note, numbers in red refer to the individual's estimated age in 1771 (year of his Will)



Family Tree Citations

- (1) FamilySearch™ International Genealogical Index – Batch No. C042209
- (2) www.kentarchaeology.org.uk – Monumental Inscriptions in The Church and Churchyard of All Saints Biddenden, Kent
- (3) www.kentarchaeology.org.uk – Monumental Inscriptions in the churchyard of Lamberhurst, Kent
- (4) FamilySearch™ International Genealogical Index – Batch No. I058142
- (5) FamilySearch™ International Genealogical Index – Batch No. I014064
- (6) FamilySearch™ Ancestral File
- (7) FamilySearch™ International Genealogical Index – Batch No. C131531
- (8) Chronicle of Wingham by Arthur Hussey – Chapter IX “Provosts and Vicars” (page 151/152)
- (9) FamilySearch™ International Genealogical Index – Batch No. J148471
- (10) www.blackmanfamily.org/tree/blackman/p551.html#i16844
- (11) www.kentarchaeology.org.uk – Monumental Inscriptions in Tenterden, Kent

Glossary

ACQUITTANCE - A document freeing a person from liability.

APPURTENANCE - What belongs to and goes with the enjoyment of a tenement.

ASSIGN – A delegate to whom someone may transfer one’s right

COVERTURE - The legal concept that a woman's legal rights were merged with those of her husband.

HEREDITAMENTS – Any kind of property that can be inherited.

INTERMEDDLING - The act of improperly interfering.

MESSUAGE - A portion of land, generally with a house and outbuildings on it.

QUIT-RENT - A nominal annual payment to the lord, by the owner of a free tenement, in acknowledgment of his seigniorship over the same; originally paid in lieu of manorial services.

REPRISE - Repair; the recurrent cost of periodical repairs.

TENEMENT – A building which is divided into apartments for use of multiple residents

Sources:

www.british-history.ac.uk/report.aspx
en.wikipedia.org/wiki/