

TRANSCRIPTION OF INDENTURE
dated 18th January 1677
Between: WILLIAM KENDRICK (1)
TRUE FLOYER(2)
relating to: ‘Lesser Broomy Close,
Moor and Ashfurlong, Sutton Coldfield’

by
Janet Jordan in association with Kerry Osbourne
(Members of Sutton Coldfield Local History Research Group)
September 2024

THIS INDENTURE made the Eighteenth day of January in the Twenty ninth year of the Reign of our Sovereign Lord Charles the Second by the Grace of God over England Scotland France and Ireland King Defender of the faith, etc
Anno Dom: 1677

BETWEEN: WILLIAM KENDRICK of Sutton Coldfield in the County of Warwick Yeoman on the one part and **TRUE FLOYER** of Hints in the County of Stafford Spinster on the other part

WITNESSETH that for and **IN CONSIDERATION** of the sum of **FORTY POUNDS** good English money in hand paid by the said William Kendrick to the said True Floyer the receipt whereof the said True Floyer hereby acknowledges and thereof for ever acquits and discharges the said William Kendrick his heirs executors administrators and assigns by these presents she the said True Floyer has sold and granted and does by these presents bargain sell

grant enfeoff confirm release and deliver unto the said William Kendrick and his heirs and assigns **ALL THAT** pasture or close situate lying and being in Moor and Ashfurlong in Sutton aforesaid next adjoining to the land and backside of the said William Kendrick and also commonly called or known by the name of the Lesser Broomy Close and was heretofore accounted part of the inheritance of the Grosvenors containing by estimation three acres and a half of land be the same more or less and now in the holding of John Eagles of Sutton aforesaid **TOGETHER WITH** all woods trees underwoods ways waters commons profits hedges ditches and hereditaments whatsoever now in or upon the said close or pasture or thereto belonging or appertaining or there withal usually occupied or enjoyed or reputed accepted or taken as part parcel or member of the same and all deeds evidences or writings concerning the same only or only any part of the same and true copies of all other deeds evidences and writings which concern the said close or pasture any other of the lands and tenements of the said True Floyer the same to be copied out at the cost and charges of the said William Kendrick his heirs and assigns and all the estate interest title claim and demand remainder and remainders reversion and reversions rents and services whatsoever of or by the said True Floyer of in or out of the said close and pasture **SAVING AND EXCEPTING** a little green lane as it is now hedged and fenced and hedged and being at the north end head of the said pasture and heretofore parcel of the same the said little green lane leads from a gate that comes from a great common lane to two other closes

called the Broomy Closes now in the holding of the said John Eagles and the fence and hedge on the one side of the lane is to be made by the owners of the afore granted close and pasture **TO HAVE AND TO HOLD** the said close and pasture and **ALL AND SINGULAR** the premises afore granted with their appurtenances except before excepted to the said William Kendrick his heirs and assigns forever to the use benefit and behoof of the said William Kendrick his heirs and assigns for ever more **AND** the said True Floyer grants for herself her heirs and assigns that then the said close and pasture and **ALL AND SINGULAR** the premises to the said William Kendrick his heirs and assigns for and against her the said True Floyer and her heirs and assigns shall and will by these presents for ever warrant and defend **AND** the said True Floyer for herself her heirs executors administrators and assigns covenants promises grants and agrees to and with the said William Kendrick his heirs and assigns in manner and form following that is to say that she the said True Floyer is true and lawful owner of the said close and premises and hath good and lawful power and authority in herself to sell and convey the same to the said William Kendrick his heirs and assigns and moreover that the said William Kendrick his heirs and assigns shall and may quietly and peaceably enter into and hold and enjoy the same for ever without any interruption or disturbance of or by the said True Floyer her heirs or assigns or of any other person or persons having or lawfully or equitably claiming to have any estate right title or interest by from or under or by the means assent or sufferance of the said True Floyer her heirs and

assigns **AND** that the said William Kendrick and his heirs and assigns shall and may hold and enjoy the said close and premises for ever hereafter free and clear or upon reasonable request freed and cleared and saved harmless by the said True Floyer her heirs and assigns of and from all former and other gifts grants feoffments rents rent charges arrears of rents conditions of re-entry contingent use or uses or any other thing committed suffered or consented unto by the said True Floyer or her heirs or assigns except before excepted and **SAVING AND EXCEPTING** one Lease for twenty one years heretofore made to John Eagles aforesaid of the said close and premises inter alia whereof there are not above twelve years yet to come and unexpired and whereon the rent of twelve pounds is due and payable by half years portions and payments and out of the which twelve pounds rent the said William Kendrick shall or may hereby have and receive the sum of Forty Shillings per annum during the said demise to John Eagles and upon the determination of his demise the present possession of the said close and premises **AND** the said William Kendrick for himself his heirs and assigns covenants promises and grants and agrees to and with the said True Floyer her heirs and assigns that she and they may quietly and peaceably hold and enjoy the aforesaid green lane which was heretofore part or parcel of the afore granted close and premises without his or their disturbance **AND** that the said William Kendrick and his heirs shall and will as often as they shall draw turn or let go the water of a certain pool the waste and current whereof runs through the land of one Ambrose Cooper they shall and will the day before give

notice to the present tenant of the meadow commonly called or known by the name of Cottrells Meadow to the intent that he or they may make use of the said water so drawn or turned or let go over the said meadow called Cottrells Meadow for the improving and bettering of the same after her [2 illegible words] the land of the said William Kendrick **AND** it is concluded and agreed by and between both parties to this present Indenture that a certain fine intended to be had and levied with proclamation before the end of Easter Term next ensuing of eight acres of meadow and of eighteen acres of pasture by Samuel Floyer of Clements Inn Danes in the County of Middlesex Gentleman and Peter Floyer of the Parish of St. Mary Staining in the City of London Gold Refiner shall be adjudged deemed and taken to be for and concerning the same and enure as to three acres and an half of land to be comprised in the said fine to the only use and behoof of the said William Kendrick his heirs and assigns and likewise all other fines deeds or conveyances heretofore had of the said close and premises whereunto either of the parties to these presents have been or shall be party or privy shall be and enure and are hereby declared and agreed to be and enure to the only use benefit and behoof of the said William Kendrick his heirs and assigns for ever and for as much of them or any of them as concerns the said close and premises afore granted or intended to be granted and also that she the said True Floyer for herself her heirs and assigns for the better and more sure making and conveying of the said close and premises to the said William Kendrick his heirs and assigns covenants and grants to and with the said

William Kendrick his heirs and assigns that she and they for ever shall and will at all time and times hereafter during the space of seven years next ensuing the date hereof upon every reasonable request and at the cost and charges in the law of the said William Kendrick his heirs and assigns make acknowledge and execute or cause to be done made acknowledged and executed of the said close and premises all and every such further and other assurance and assurances in the Law whatsoever be it by fine or fines feoffment or feoffments common recovery or recoveries with one or more voucher or vouchers deed or deeds enrolled or not enrolled the enrolment of these presents confirmation or release with warranty or without warranty or by any other ways or means whatsoever as by the said William Kendrick or his Counsel learned in the law of England shall be reasonably devised advised and required so as there be not therein expressed or implied any further or larger warranty or covenant than are in these presents contained and so as the parties required to do the same be not compelled to travel above the space of seven miles from their usual place of abode for effecting thereof

IN WITNESS whereof the parties abovesaid interchangeably to these presents have put to their hands and seals the day and year first above written

(signed 'W') William Kendrick his mark

BACK SHEET

Sealed and Delivered
in the presence of:

(signed) Leicester Grosvenor

(signed) Thomas Cowper
(signed) Thomas Old

William Kendrick
Deed for the Water

*Janet Jordan in association with Kerry Osbourne
September 2024*

Note:

This deed was purchased by Sutton Coldfield Local History Research Group,
5th August 2024

Photographs and Comments on the Deed to follow: