

1806 MARRIAGE SETTLEMENT  
BETWEEN SAMUEL FRENCH OF MERRIOTT  
AND  
JOHN DARBEY OF DINNINGTON  
IN RESPECT OF THEIR CHILDREN  
JOHN FRENCH AND JOAN DARBEY

This Indenture

made the twentieth day of June One thousand eight hundred and six Between William French of Marsh in the County of Somerset Gentleman of the one part and John Darbey of Wincanton in the County of Somerset Gentleman of the other part Witnesses that the said William French for and in consideration of the sum of five shillings of lawful money current in England to him in hand at or before the making and delivery of these presents by the said John Darbey and Samuel French well and truly paid (the Receipt whereof is hereby acknowledged) he hath bargained and sold and by these presents he the said William French doth bargain and sell unto the said John Darbey and Samuel French their Executors Administrators and Assigns

**Full** a certain parcel of Arable Land lying at a place called Puthole near Secroth fort adjoining to a piece of ground called Chidlets piece containing by estimation three acres and half (be the same more or less) situate lying and being within the parish of Crewkerne in the County aforesaid and formerly in the possession of John Boyne afterwards of Edward plowman sonce of Edward plowman the younger or their respective Understants or Assigns afterwards of Jonas French of whom the same was purchased by Sarah Brown widow afterwards the wife of Robert Bath in for simple sale of the said Sarah Bath or her Understants and now of James Farr as Tenant thereof. Also all those four acres and half of Arable Land (be it more or less) situate and lying in the said parish of Crewkerne near Secroth fort aforesaid in or formerly part of the Common field of Crewkerne aforesaid as the same is now enclosed commonly called or known by the name of Chidlets piece (the Inheritance whereof with other lands was formerly purchased by George Cox deceased of and from one John Draper formerly in the possession of William French as Tenant to the said George Cox late of the said Sarah Bath and now in the possession of the said James Farr as Tenant thereof. And also a common of pasture for two best Cows in the Common fields of or in Crewkerne aforesaid to the said last mentioned close belonging and all that piece or parcel of pasture ground called or known by the name of Puthole containing by estimation four acres (be the same more or less) lying and being in or near the north field of Crewkerne aforesaid at the lower end of the said field near Secroth aforesaid lately in the possession of the said Sarah Bath and now of Joseph Kattmore as Tenant thereof together with all ways paths passages waters watercourses easements profits Commodities advantages and appurtenances whatsoever to the said Closes or Lands and premises hereby bargained and sold or expressed or intended to be belonging or in any wise appertaining and the reversion and reversions Remainder and Remainders yearly and other Rent Issues and profits of all and singular the same premises and every part and parcel thereof **To have and to hold** the said Closes or parcels of Land hereditaments and premises hereby bargained and sold or so intended to be and every part and parcel thereof with their and every of their Appurtenances unto the said John Darbey and Samuel French their Executors Administrators and Assigns from the day next before the day of the date of these presents for and during and unto the full end and term of one whole year from the next next ensuing and ending or completing and ending **Yielding and paying** herefore unto the said William French his Heirs and Assigns the rent of a shepher Corn at the separation of the said term if the same shall be lawfully demanded **To the intent** and purpose that by virtue of these presents and of the Statute made for transferring uses into possession the said John Darbey and Samuel French may be in the actual possession of all and singular the said Closes or parcels of Land Hereditaments and premises hereby bargained and sold or so intended to be and every part and parcel thereof with their and every of their Appurtenances and be thereby enabled to accept and take a grant and release of the feehold reversion and inheritance of the same premises unto them the said John Darbey and Samuel French their Heirs and Assigns so and for the several uses intents and purposes as in and by such grant and release shall be limited expressed declared or contained of and concerning the same premises heretofore bargained and sold **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

William French









Dated 18<sup>th</sup> June 1806

Mr William French

and

Miss Joan Darbey



Sealed and delivered by the within named:

Wm French  
Joan Darbey  
John Darbey  
Sam<sup>l</sup> French

In the presence of us:  
John Darbey Clerk M.A.  
John Thendale  
Mary Hellier

## Explanation

The main body of the text below is the transcription of the above marriage settlement dated 1806 between William French and Joan Darbey. In the margin, in italics, is my interpretation of the text. The original is written, I believe, on parchment and is signed and sealed by the various parties to the settlement.

The manuscript is not easy to transcribe. While most –but not all of the words - are individually decipherable they appear to a 21<sup>st</sup> century eye as a continuous stream of sometimes unconnected thoughts whose absence of punctuation risks catastrophic misunderstandings. I have tried to make the transcription more comprehensible by introducing my own punctuation, and breaking the text into paragraphs, but I do not guarantee the accuracy of what I have done. I have kept a separate copy of my original transcription in its punctuation-free purity if anyone would like to make their own stab at it.

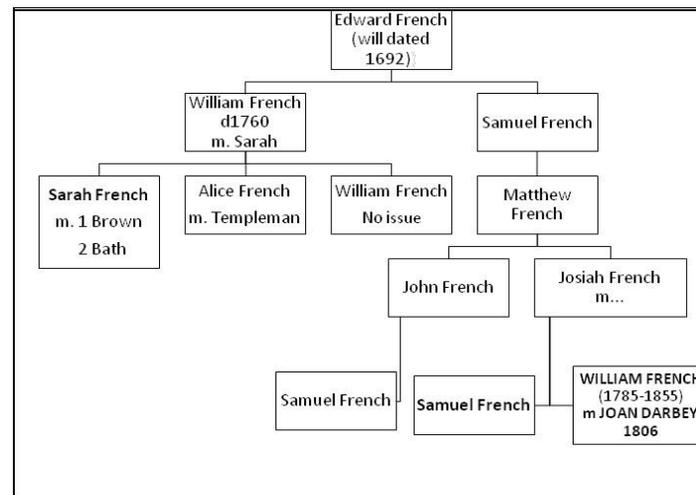
Other problems relate to the 200 year old legal language which contains words and phrases that meant little to me. I have now learned the meaning of some new terms – jointure, coverture, and devisee –but no doubt there are others I should have looked up but have not done. Going through all this starting from scratch calls for a fair amount of detective work. Some of the conclusions may well be seriously off the mark and any corrections would be well appreciated.

## Interpretation

The settlement itself gives the names of people and places in and around the village of Merriott near Crewkerne in Somerset at the turn of the 19<sup>th</sup> century. It provides some interesting insights to life in rural Somerset 200 years ago in the middle of the Napoleonic wars, and it picks up themes with strong echoes from history (enclosures, toll roads) and literature, (Jane Austen and Thomas Hardy novels). Most importantly, and in the absence of all the protections that exist today for the parties to a marriage, it shows how complex arrangements were required to safeguard the rights of a wife and her family.

As far as I can ascertain them the key elements of the settlement are these:

- The marriage brings together land owned by William French and £300 from Joan
- The land itself (approx 12 acres in total) appears rather modest –particularly for a ‘Gentleman’ which William is described as being.
- William seems to have inherited the land from Sarah Brown, later Sarah Bath. A family tree prepared some years ago by Anne and Jane Pollard (see above) shows Sarah to have been first cousin William’s twice removed. This seems rather a distant relationship so possibly a generation or two has got lost somewhere.
- The land William inherited was previously common land that Sarah Brown is described as having purchased



- Anyway, in the first page of the settlement, signed and sealed separately by William French, his land is placed in a trust that he appoints his brother, Samuel, and Joan's father, John, to oversee.
- The purpose of the trust and its provisions are revealed in considerable detail in the second and larger of the two signed agreements. Its main provisions are these:
  - William will enjoy all rights to the land and all the income from it throughout his lifetime
  - Joan will also retain rights to the land throughout her lifetime
  - William and Joan both retain rights to determine how their interest in the land is to be shared between their children. However, protection is retained for adult children – male and female –and those who are married at a younger age.
  - If the marriage is childless after William and Joan's deaths the property from it may be disposed of so which the Darby family has put into the marriage.
- On the back of the settlement there are four Memoranda dating between 1840 and 1893 which appear to dispose of all the property in the agreement (but not the right to graze 2 beasts on Crewkerne Common –perhaps this right still exists!)
- The main settlement is witnessed by three people although I have probably not deciphered the second name correctly. It is interesting that the first witness is John Darbey who describes himself as a Clerk, MA. Other papers I have seen suggest the Darbey family was well used to drawing up legal tracts and my bet is that the original of this settlement was drawn up by this John Darbey who witnessed the settlement. But I do not imagine this was the same John Darbey party on the settlement.

The marriage appears to have been a successful one. The family tree researched by Anne and Jane Pollard shows it produced six children including my great great grandfather Richard French (1821 to 1880). In 1822 William and Joan left Merriott and set up in business in Exeter.

William Darby French  
 14 March 2011  
 willdfrench@btinternet.com

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This Indenture made the seventeenth day of June One thousand eight hundred and six between William French of Merriott in the County of Somerset Gentleman of the one part and John Darbey of Dinnington, linman, and Samuel French also of Meriott – Gentleman of the other part

Witnesseth that the said William French for and in consideration of the sum of five shillings of lawful money current in England to him in hand at or before the sealing and delivery of these presents by the said John Darbey and Samuel French well and truly paid (the receipt whereof is hereby acknowledged) HATH bargained and sold and by these presents he the said William French Doth bargain and sell unto the said John Darbey and Samuel French their Executors administrators and assigns WILL that one close of arable land lying at a place called Putwell near Meriotts Ford adjoining to a piece of ground called Chisletts Piece containing by estimation three acres and half (be the same more or less) situate lying and being within the parish of Crewkerne in the County aforesaid and formerly in the possession of John Byrne afterwards of Edward Plowman since of Edward Plowman the younger or their respective undertenants or assigns afterwards Josias French of whom the same was purchased by Sarah Brown widow (afterwards the wife of Robert Bath) in fee simple late of the said Sarah Bath or her undertakers and now of James Farr as tenant thereof also all those four acres and half of arable land (be it more or less) situate and lying in the said parish of Crewkerne near Meriotts ford aforesaid formerly part of the common field of Crewkerne aforesaid as the same in now inclosed commonly called or known by the name of Chislettspiece of the inheritance whereof with other lands was formerly purchased by George Cox deceased of and from one John Draper formerly in the possession of William French as tenant to the said George Cox late of the said Sarah Bath and now in the possession of the said James Farr as tenant thereof and also as common of pasture for two beast leaze in the common fields of Crewkerne aforesaid to the said last mentioned close belonging and all that piece of parcel of pasture ground called of known by the name of Putwell containing by estimation four acres (be the same more or less) lying and being in or near the Northfield of Crewkerne aforesaid at the lower end of the said field near Meriott aforesaid lately in the possession of the said Sarah Bath and now of Joseph Pattermore as tenant thereof together with all ways paths passages waters watercourses easements profits commodities advantages and appurtenances whatsoever to the said closes Lands and premises hereby bargained and sold as expressed or intended so to be belonging or in any wise appertaining. And the reversion and reversions remainder and remainders yearly and other rents issues and profits of all and singular the same premises and every part parcel thereof.

TO HAVE AND TO HOLD the said closes or parcels of land hereditaments and premises hereby bargained and sold or so intended to be and every part and parcel thereof with their and every of their appurtenances unto the said John Darbey and Samuel French their executors administrators and assigns from the day next

***In this first page William French vests his properties with the appointed trustees. This sets the scene for the settlement proper on pages 2 to 4.***

*Agreement dated 17<sup>th</sup> June 1806 between William French and John Darbey and Samuel French  
W French assigns for 5 shillings to J Darbey and S French:*

- 3½ acres of arable land at Putwell,*
- 4½ acres arable land (previously Common Land) at Chisletts Piece,*
- Pasturage for 2 animals on Crewkerne Common,*
- 4 acres of pasture at Putwell*

*(further detail on these properties overleaf)*

*The property is vested with John Darbey and Samuel French for the following purposes:*

before the day of the date of these presents for and during and unto the full end and term of one whole year from the day next thence next ensuing and fully to be complete ended.

*Agreement comes into effect the following day and will last for 1 year*

YIELDING AND PAYING therefore unto the said William French his heirs and assigns the rent of a peppercorn at the expiration of the said term if the same shall be lawfully demanded TO the intent and purpose that by virtue of these presents and of the statute made for transferring uses into possession the said John Darbey and Samuel French may be in the actual possession of all and singular the said closes or parcels of land hereditaments and premises hereby bargained and sold or so intended to be and every part and parcel thereof with their and every of their appurtenances and be thereby enabled to accept and take to and for the several uses intents and purposes as in and by such grants and release shall in limited expressed declared or contained as and concerning the same premises hereinbefore bargained and sold in witness thereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

*Annual ground rent –one peppercorn.*

*The intention of the transfer is to implement the following agreement*

William French  
(Signature and Seal)

This Indenture made the eighteenth day of June one thousand eight hundred and six BETWEEN **William French** of Merriott in the County of Somerset Gentleman (son of Josias French of the same place, Miller) Devisee or appointee in fee of the lands and hereditaments hereinafter described in and by the last will and testament or appointment of Sarah Wife of Robert Bath Whitnell in the parish of St Cuthbert Wells in the said county Gentleman formerly Sarah Brown widow made and accounted by her in pursuance of the settlement made previously and in order to free marriage with the said Robert Bath of the first part, **Joan Darbey** of Dinnington, spinster (daughter of John Darbey of the same place Linman) of the second part. The said **John Darbey** of the third part, the said **John Darbey and Samuel French** Gentleman of Merriott aforesaid, (Brother of the said William French) of the fourth part and **John Darbey the younger and Richard Darbey** sons of the first before named John Darbey of the fifth part.

WHEREAS the said William French now is and standeth seised in fee to him and his heirs of and in the closes of land and hereditaments hereinafter particularly described and thereby granted and released or intended to be. AND WHEREAS a marriage is agreed on and shortly to be intended to be had and solemnized between the said William French and Joan Darbey and upon the treaty of such marriage is agreed that the said William French should grant release and convey the said lands and hereditaments unto the said John Darbey and Samuel French to for and upon several uses trusts intents and purposes and subject to the powers provises declarations and agreements hereinafter expressed and declared of and concerning the same.

And it was also proposed and agreed that the said John Darbey should pay unto the said William French upon the solemnization of the said marriage the sum of three hundred pounds as and for the portion or fortune of his said daughter have and receive with the said Joan Darbey as aforesaid as also of the sum of five shillings of the said William French in hand at or before the sealing and delivery of these presents well and truly paid by the said John Darbey and Samuel French the receipt whereof is hereby acknowledged and for making some provision for the said Joan Darbey and the children of the said intended marriage.

The said William French HATH granted bargained sold aliened released and conveyed and by these presents DOTH grant bargain sell alien release and convey unto the said John Darbey and Samuel French (in their actual possession now being by virtue of a bargain and sale to them thereof made by the said William French in consideration of five shillings by indenture bearing date the day next before the day of the date of these presents for the term of one whole year commencing from the day next before the day of the date of the same indentures of bargain and sale and by force of the Statute made for transferring uses into possession) and to

*The settlement proper. William French brings his land to the marriage. Joan Darbey brings £300*

*Agreement dated 18<sup>th</sup> June 1806 between William French, Gentleman (son of Josias French, Miller) and Joan Darbey. Other parties to the contract are:*

- *John Darbey, (Joan's father)*
- *John Darbey and Samuel French (William's brot jointly, and*
- *Joan's brothers, John and Richard.*

*William French is described as a Gentleman and 'devisee' or 'appointee in fee' of land bequeathed to him by Sarah and Robert Bath. A devisee is a beneficiary of a will.*

*Once the marriage has taken place William French will convey to John Darbey and Samuel French the specified lands. In return John Darbey pays William French £300*

*William French vests a number of pieces of land with John Darbey and Samuel French for 5 shillings. The purpose of which is to provide for Joan and any children.*

their heirs WILL that one close of arable land lying at a place called **Putwell** near Merriott's Fordeceof ground adjoining called Chisleetts piece containing by estimation three acres and half be the same more or less situate lying and being within the Parish of Crewkerne in the county aforesaid and formerly in the possession of John Byrne afterwards of Edward Plowman since of Edward Plowman the younger or their respective undertenants or assigns afterwards of Josias French of whom the same was purchased by Sarah Brown widow (afterwards the wife of Robert Bath) in fee simple late of the said Sarah Bath or her undertenants and now of James Farr as tenant thereof. Also all those four acres and half of arable land be it more or less situate and lying in the said Parish of Crewkerne near Merriott's Ford aforesaid formerly as the same part in now inclosed of the commonly called or known by the name of **Chisleetts piece** (the inheritance whereof with other lands was formerly purchased by George Cox deceased and from one John Draper) formerly in the possession of William French as Tenant to the said George Cox late of the said Sarah Bath and now in possession of the said James Farr as tenant thereof and also common of **pasture for two beast Lease in the common fields of Crewkerne** aforesaid to the said last mentioned Close belonging. And all that piece or parcel of pasture ground called or known by the name of **Putwell** containing by estimation four acres be the same more or less lying and being in or near the North Field of Crewkerne aforesaid at the lower end of the said field near Merriott aforesaid lately in the possession of the said Sarah Bath and now of Joseph Pattermore as tenant thereof together with all ways, paths, passages watercourses easements, profits, commodities, advantages and appurtenances whatsoever to the said Closes lands and premises hereby granted expressed or intended so to be belonging or in any wise appertaining and the revision and revisions remainder and remainders yearly and other rents issues and profits of all and singular the same premises and every part and parcel thereof and all the estate right, title, interest, inheritance, use, trust, possession, property, claim, and demand whatsoever both at law and in equity of the said William French of in to or out of the same premises or any part or parcel thereof.

TO HAVE AND TO HOLD the said closes or parcel of land and hereditaments and premises hereby granted and released or expressed and intended so to be and every part and parcel thereof with their and every of their rights members and appurtenances unto the said John Darbey and Samuel French, their heirs and assigns to the uses and upon and for the trusts, intents and purposes and subject to the powers provisions declarations and agreements hereinafter expressed and declared of and concerning the same that is to say.

TO the use of the said William French and his heirs until the solemnization of the said intended marriage and from and after the solemnization and from and after the determination of that Estate by forfeiture or otherwise in the lifetime of the said William French.

TO the use of the said John Darbey and Samuel French and their heirs during the natural life of the said William French in trust to support the contingent uses and estates hereinafter limited from being defeated or destroyed for that purpose to make Entries and bring actions as occasion shall require but nevertheless to permit and suffer the said William French and his assigns to have hold and to enjoy and to receive and take the rents issues and profits of the said premises for and during the term of his natural life to and for his and their own use

*1 Close of arable land at Putwell near Merriott's-3½ acres. ((Putwell was previously farmed by John Byrne, Edward Plowman snr & jnr, then Josias French and then purchased by Sarah Brown later Bath, whose tenant is James Farr. Elsewhere it appears that Sarah was the daughter of an earlier William French who died in 1760 and was apparently Josias French's cousin once removed.)*

*4½ acres of arable land previously part of the Common field known as Chisleetts Piece (originally leased by Wm French from George Cox, now occupied by James Farr).*

*Pasturage for 2 beasts on Crewkerne Common.*

*4 acres of pasturage at Putwell with all income arising from it (this land previously used by Sarah Bath, and now by Joseph Pattermore)*

*This property is vested with John Darbey and Samuel French for the following purposes:*

*William French shall enjoy the benefits and receive the income from the land during his lifetime.*

*While permitting William French full use of the property, John Darbey and Samuel French are to use their powers to prevent its loss for the agreed purposes.*

*Joan Darbey to retain rights to the land during her lifetime as part of the settlement. (jointure is a legal*

and benefit and from and immediately after the decease of the said William French.

TO the use of the said Joan Darbey and her assigns for and during the term of her natural life for her jointure and in lieu bar and full satisfaction of all such power and thirds at the common law which could or might have had claimed or been entitled to out of or from any of the freehold manors, messengers lands tenements of hereditaments whereof or wherein the said William French now is or at any time during the said intended coverture may be seized or possessed of any estate inheritance and from and after the decease of the said Joan Darbey

TO the use of the said John Darbey the younger and Richard Darbey their executors administrators and assigns for and during and unto the full end and term of five hundred years from thence next ensuing and fully to be complete and indeed without impeachment of any manner of waste upon the trusts and to and for the intents and purposes and under and subject to the powers provisos declarations and agreements hereinafter expressed declared and contained of .....

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AND concerning the same and after the end expiration or other sooner expiration or other sooner determination of the said term of five hundred years and in the meantime subject thereto and to the trusts thereof

TO the use of all and every or such one or more exclusively of the other or others of the child or children of the said intended marriage or to the use of all and every or such one or more exclusively of the other or others of the issue born in the lifetime of the said William French and Joan Darbey or the survivor of them of any one or more of the child or children of the said intended marriage or both to the use of all and every or such one or more exclusively of the other or others of such child or children and all and every or such one or more exclusively of the others of the issue born as aforesaid of any such child or children for such Estate or Estates Interest interests in such parts shares and proportions (if more than one) and with such annual or other sum or sums of money and limitations over for the benefit of the said children or issue or some or one of them and upon such conditions with such restrictions and in such manner as the said William French by any deed or deeds or instrument or instruments in writing with or without power of revocation to be sealed and delivered by him in the presence of an d attested by two or more credible witnesses or by his last will and testament in writing or any codicil or counsels thereto in writing to be signed and published by him in the presence of and to be attested by three or more credible witnesses shall from time to time limit, direct or appoint, give or devise the same or any part thereof and in default of such limitation, direction or appointment give or devise and so far as no such limitation direction or appointment gift or device shall extend

To the use of all and every or such one or more exclusively of the other or others of the child or children of the said intended marriage or to the use of all and every or such one or more exclusively of the other or others of the issue born in the lifetime of the said William French and Joan Darbey or the survivor of them of any one or more of the child or children of the said intended marriage or both to the use of all and every or such or such

*term meaning provision made by a husband for his wife by settling property on her at marriage for her use after his death. Coverture is the status of a married woman considered as being under the protection and influence of her husband).*

*After Joan's death Richard Darbey will be responsible for the land subject to the following conditions:*

*During this 500 years period equal provision is to be made for the offspring of William and Joan, together with any other money and subject to any restrictions that William French makes before two witnesses during his lifetime or in his will*

*After the death of William French and while she remains a widow, Joan Darbey will have powers to*

one or more exclusively of the other or others of such child or children an all and every or such one or more exclusively of the other or others of the issue born as aforesaid of any such child or children or such Estate or Estates interest or interests in such parts shares and proportions (if more than one) and with such annual or other sum or sums of money and limitations over for the benefit of the said children or issue or some or one of them and upon such conditions with such restrictions and in such manner as the said Joan Darbey after the decease of the said William French and whilst she shall remain a widow by any deed or deeds instrument or instruments in writing with or without power of revocation to be sealed and delivered by her in the presence of and attested by two or more credible witnesses or by her last will and testament in writing or any Codicil or codicils in writing to be signed and published by her in the presence of and attested by three or more credible witnesses shall from time to time limit direct or appoint give or devise the same or any parts thereof and in default of such limitations direction or appointment gift or device as last aforesaid and so far as no such limitation direction or appointment gift or device as aforesaid shall extend to the use and behoof of all and every the children and child of the said intended marriage who being a son or sons shall attain the age of twenty one years or depart this life under that age leaving issue of his or their body or respective bodies living at the time living at the time of their decease or respective deceases or born in due time after, or who being a daughter or daughters shall attain the age of twenty one years or marry and to their heirs assigns for ever as tenants in common and not as joint tenants

And if there shall be but one such child then to the use and behoof of such only or only surviving child his or her heirs and assigns for ever and if there shall be no child of the said intended marriage or issue of such child who under the limitations hereinbefore contained shall become entitled to a vested interest in the said closed parcels of land and premises then go to the use and behoof of the said William French his heirs and assigns for ever.

AND as to for and concerning the said term of five hundred years herein before limited to the said John Darbey the younger and Richard Darbey their executors administrators and assigns as aforesaid. It is hereby declared and agreed by and between the said parties hereto that the same is so limited to them upon trust that if the said William French shall happen to die in the lifetime of said Joan Darbey his intended wife without leaving any child by her or issue of such of child who shall be then living or leaving such child or issue and he she or they shall all die in the lifetime of the said Joan Darbey then the said John Darbey the younger and Richard Darbey or the survivor of them his executors or administrators do and shall as soon as conveniently may be after the decease of the said Joan Darbey by sale or mortgage of the said lands hereditaments and premises or a competent part thereof for all or any part of the said term or by such other ways and means as the said last named trustees or trustee for the time being shall think fit raise levy or borrow and take up at interest the sum of three hundred pounds of lawful money current in England and pay the same unto the executors administrators or assigns the said Joan Darbey for their own use and benefit.

And upon this further trust that in case the said Joan Darbey shall happen to die in the lifetime of the said William French and there shall not be any child or issue of any child of the said intended marriage living at the time of his death that the said John Darbey the younger and Richard Darbey or the survivor of them his executors administrators or assigns do and shall immediately or as soon as conveniently maybe after the death

*amend any conditions before two witnesses or in her Will.*

*However Joan may not put limitations on the shares enjoyed by male children who are over 21 or, if they have died aged under 21 but have surviving children. Nor may she restrict the shares of daughters from the marriage who are over 21 or if they marry as 'a tenant in common'.*

*If there is just one child from the marriage he or she will receive all the property from the marriage. If the marriage is childless the land will go to William French's heirs.*

*If William French dies during Joan Darbey's lifetime with no surviving children, Joan's brothers, -John and Richard - or their heirs may dispose of the land after Joan's death to raise £300 to pay Joan Darbey's executors.*

*Should Joan die before William leaving no offspring, John (jnr) and Richard Darbey shall, after William's*

of the said William French by the ways and means aforesaid raise and levy or borrow and take up at interest the like sum of three hundred pounds of like lawful money and pay the same unto the said John Darbey the Elder his executors administrators or assigns to and for his and their own use.

*death, raise £300 from the disposal of the land and pay it to John Darbey senior.*

Provided always and it is hereby further declared and agreed by and between the said parties to these presents that when all and every the trust hereinbefore declared of and concerning the said term of five hundred years shall be fully performed and satisfied or shall be discharged either by becoming unnecessary or incapable of being performed and when the said John Darbey the younger and Richard Darbey and each of them their and each of their executors administrators and assigns shall be fully reimbursed and satisfied all costs charges and expenses occasioned by or relating to the trusts of the said term of five hundred years and which they are hereby respectively authorised and empowered to levy and raise by all or any of the ways and means aforesaid and to be certain accordingly then and from therefore the said term of five hundred years of and in the said land hereditaments premises or into so much part thereof as shall remain unsold or indisposed of and for the purposes aforesaid shall cease.

*After 500 years when all the obligations of the agreement have been discharged and once John Darbey jnr and Richard Darbey have been compensated as described, the agreement will cease. (presumably any property remaining in the settlement would revert to William French and his heirs?)*

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DETERMINE and be absolutely void to all intents and purposes whatsoever anything hereinbefore contained to the contrary thereof in any wise notwithstanding.

*And to make things absolutely clear ...*

PROVIDED FRUTHER and it is hereby also agreed and declared between and by the parties to these presents that it shall and may be lawful to and for the said William French and Joan Darbey his intended wife as and when by virtue of the limitations hereinbefore contained they shall successfully and respectively be in the actual possession of or entitled to the receipt of the rents issues and profits of the said closes of parcels of land and premises hereby granted and released or expressed and intended so to be from time to time by any indenture or indentures to be sealed and delivered by them respectively in the presence of and attested by two or more credible witnesses to limit or appoint by way of demise or lease all or any part or parts of the said closes of parcels of land and premises with the appurtenances to any person or persons for any term or number of years absolute not exceeding seven years to take effect in possession or within six months at the utmost next after the date of every such lease

*William French and Joan Darbey shall use the land, receive the income from it and they may lease the land for up to 7 years.*

so as these shall be reserved in every such limitation or appointment by way of demise or lease the best or most improved yearly rent or rents to be incident to the immediate reversion of the hereditaments so to be limited or appointed that can or may be reasonably had or gotten for the same without taking any fine premium or foregift or anything in the nature of a fine premium or foregift for the making thereof and so as there be payment in every such limitation or appointment by way of demise or lease a condition re-entry on non-payment of the rent or rents thereby to be reserved or breach of the covenants therein to be contained and so as the lease or leases do execute a counterpart thereof respectively and do thereby covenant the due payment of the rent or rents thereby to be respectively reserved and be not by any clause or word therein to be

*and if the land is subleased it should carry a condition of re-entry in the event of non-payment of the rent.*

contained made dispunishable for waste or exempted from punishment for committing of waste anything herein before contained to the contrary thereof in anywise notwithstanding.

PROVIDED FURTHER and it is hereby also agreed and declared by and between the said parties hereto that neither of them the said trustees or their heirs, executors or administrators shall be answerable or accountable for the acts deeds, receipts or defaults of the others or other of them his heirs executors or administrators but each of them for himself and his own heirs executors and administrators acts deeds receipts and defaults only.

And that it shall and may be lawful to and for the said trustees respectively and their respective heirs and executors and administrators to deduct and retain out of the said trust premises and the rents issued and profits thereof all costs damages and expenses which they any or either of them shall or may from time to time be put unto or expend for or on several trust hereby in them reposed or in or about the discharge defence or execution thereof or any part thereof or in anywise howsoever relating thereto.

AND the said William French for himself his heirs executors and administrators doth covenant promise and agree to and with the said John Darbey and Samuel French their heirs and assigns by these presents in manner following that is to say that for and not withstanding any act deed matter or thing whatsoever the said William French now at the time of the sealing and delivery of these presents in and standeth lawfully rightfully and absolutely seized of and in and well and sufficiently entitled to the said closes or parcels of land and premises hereby granted and released or expressed and intended so to be with their and every of their rights members and appurtenances of a good sure perfect lawful absolute and indefeazible estate of inheritance in fee simple without any manner of condition power of revocation or limitation of any new or other use or uses or any other matter or thing whatsoever to alter change charge revoke make void lessen encumber or determine the same.

AND that for and not withstanding any act matter or thing as aforesaid the said the said William French now at the same time hath in himself alone good right full power and lawful and absolute authority to grant release and convey all and singular the said closes or parcels of land and premises hereby granted and released or expressed and intended so to be to the uses and upon the trust before mentioned and in manner and form aforesaid according to the true intent and meaning of these presents and also that the same hereditaments and premises now are and from henceforth for ever shall remain continue and be to the uses intents and purposes hereinbefore mentioned free and clear and freely and clearly and absolutely acquitted exonerated and discharged or otherwise by the said William French his heirs executors or administrators well and sufficiently saved defended kept harmless and indemnified of from and against all and all manners of former and other gifts grants bargains sales leases mortgages jointures dowers wills entails legacies and all other titles charges and encumbrances whatsoever and particularly of form and against all and all manners of actions shifts claims and demands for or on account of any legacies or legacy sums or sum of money charged thereon or made payable thereout in and by the last will and testament of the said Sarah Bath deceased.

AND FURTHER that the said William French and his heirs and all and every other person or persons having or

*No parties to the agreement will be held responsible for the activities of other parties*

*and all trustees are to be reimbursed for any costs incurred through performing their duties under the agreement out of the income from the land.*

*William French promises that he is legally fully entitled to draw up this agreement to dispose of his property.*

*and William French affirms that he has full power and authority to make this agreement, and that he has not made any previous provision for the property.*

lawfully or equitably claiming or who shall or may have or lawfully or equitable claim any estate right title or interest by from under or in trust for him or them or by from or under the said Sarah Bath of in to or out of the said closes of parcels of land and premises hereby granted and released or expressed and intended so to be or any part or parcel thereof shall and will from time and at all or any times or time hereafter upon every reasonable request of the said John Darbey and Samuel French and their heirs but at the proper cost and charges of the said William French his heirs executors or administrators make do acknowledge levy suffer and execute or cause and procure to be made done acknowledged levied suffered and executed all and every such further and other lawful and whatsoever for the further better and more perfectly granting releasing conveying settling and assuring the same premises unto and for such and the same uses trusts ends intents and purposes and subject to the several powers provisos limitations and agreements hereinbefore limited expressed and declared of and concerning the same or such of them as shall be then existing undetermined and capable of taking effect as by the said John Darbey and Samuel French or the survivor of them or his heirs or their or his counsel shall be reasonably devised advised or required.

*That William French and all other beneficiaries will cooperate fully with John Darbey and Samuel French in ensuring the provisions of the agreement are adhered to.*

*William French to meet the costs*

AND THIS INDENTURE FURTHER WITNESSES that the said John Darbey doth hereby for himself his heirs executors and administrators covenant and agree with the said William French his executors administrators and assigns that the said John Darbey his heirs executors or administrators shall and will upon and immediately after the solemnisation of the said intended marriage between the said William French and John Darbey well and truly pay or cause to be paid unto the said William French his executors administrators or assigns the full sum of three hundred pounds of lawful money current in England as and for the fortune of the said Joan Darbey .

*And John Darbey reaffirms that immediately after the marriage he shall pay William French the full amount of £300 'as and for the fortune of Joan Darbey'.*

IN WITNESS whereof the said parties to these presents have here unto set their hands and seals the day and year first above written.

<b>William French</b>	<b>Joan Darbey</b>	<b>John Darbey</b>	<b>Samuel French</b>	<b>John Darbey</b>	<b>Richard Darbey</b>
Signature and Seal	Signature and Seal	Signature and Seal	Signature and Seal	Signature and Seal	Signature and Seal

*Each signature is accompanied by a seal*

Received the 17<sup>th</sup> July 1806 of W John Darbey the sum of £300 for the marriage portion of the said Joan Darbey as mentioned in the deed to be paid by the said John Darbey as witness my hand

Wm French

*Receipt acknowledged by William French of £300*

Witness John ? Thindale?  
Mary Hillier

### Between 1840 and 1893 Four Memoranda were added to the face of the Settlement

**Memorandum** that by certain indentures of lease and release and surrender bearing date respectively the twentieth and twenty first days of March one thousand eight hundred and forty certain parts of the within mentioned closes called Chisletts Piece and Putwell containing four acres (and which said parts of the same closes have been taken and used for making a new road at or near Merriotsford Turnpike Gate and contain one rood and seven perches (be the same a little more or less)) have been released assigned surrendered and assured by the within named William French, John Darbey, the younger and Richard Darbey unto and to the use of five of the trustees of the Crewkerne Turnpike Road, their heirs, successors and assigns in trust for the purposes of widening, diverting altering and improving the said road pursuant to the Act or Acts of parliament in that behalf

*1840 use of parts of Chisletts and Putwell for a new road and turnpike gate*

John Sparks, Crewkerne, Gentleman

**MEMORANDUM** That by Indenture bearing date the nineteenth day of March One Thousand Eight Hundred and Seventy Four and expressed to be made between John Darbey French of the first part, William French of the second part and William Budge of the third part the within written Indenture was covenanted to be produced to the said William Budge (the purchaser of the messuage or Dwellinghouse stable, coachhouse, outbuildings garden and land at Merriotsford in the parish of Crewkerne Somerset and within described and assured his heirs and assigne.

1874

*Disposal of Merriotsford House and properties to William Budge*

Dated this nineteenth day of March 1874.

**Memorandum** By indenture dated the        day of 1893 and made between John Carter and William French of the one part and William Brake of Merriott in the County of Somerset, Baker of the other part, the right of the Said William Brake (as the purchaser of the within mentif the within Indenture was acknowledged.

1893

*Disposal of Putwell to William Brake the Baker.*

**Memorandum** By indenture dated the day of 1893 and made between John Carter and William French of the one part and Elizabeth Adams Brown of Merriotsford in the parish of Crewkerne in the county of Somerset, Spinster of the other part, the right of the said Elizabeth Adams Brown (as the purchaser of the within mentioned closes of land called "Cox's Ground" and "Plowmans Ground" Indenture was to acknowledged.

1893

*Disposal of Cox's Grounbd and Plowmans Ground to Elizabeth Adams Brown*