

**Letter from C. Robinson dated 20th November 1792,
concerning the sale of the Acorn Inn by
the Friend family to Francis Cobb in 1792**

There are some inaccuracies as to the time of the Mortgages of these Estates, which have not been properly assigned, but it is now to (sic) late for that to be done, as it will prove impossible to find the necessary parties. And also they are very antient and for small sums. I do not think they make any material objection but they must be recognised as far as is necessary by the Covenants in the Conveyance, by making them more extensive than they otherwise would be.

If that be done I do not think that there is any material objection to the Title except as to the one Tenth part of the Premises contained in No. 5, as to which the vendors have certainly no proper Title. For a Moiety of these premises was purchased after the marriage of George Friend and Sarah Austen, the Grandfather and Grandmother of the present Vendors, in pursuance of articles made before the Marriage, with the fortune of Sarah Austen and settled after the death of the Husband and Wife on the Children of the Marriage in Tail, in case of no appointment by the Father, which he had a power to Make, but which it does not appear that have been executed with Beneficiaries in fee to the Right Heirs of the Father.

It appears that there were ten Children of their Marriage, of whom five died in the Life time of the Father, without Issue, whose shares as there were no Cross Beneficiaries, went to those Surviving Sons, so that these Sons were entitled to 8 out of the ten Shares of a Moiety of No. 5, but the other two shares belonged to the two daughters, who were alive at the death of the ffather and Mother and are still living, as I am informed. After the death of the Father and Mother, the Sons suffered a Recovery of three fourths and three fifths of another fourth of the Presentiments contained in No. 5, (that is to say) of 18/20th of a Moiety or of one tenth of the whole, being aware that was all they were entitled to and y Lease and Release of the 14th and 15th of June 1765, two of the sons, George and Henry Friend conveyed two-thirds of so much as they had that with their brother John, but they did not Pretend to convey two Thirds of the whole and be for ought appears kept possession of the whole against the two sister Mrs Tomlyn and Mrs Twyman, who, as I believe, were both married at the time – Mrs Tomlyn certainly was.

Under these circumstances, therefore, there is certainly no good Title to the Tenth of the Premises contained in no. 5 and therefore, if the Purchaser chooses to buy the whole, he must trust to a Bond, which must be given by the Three vendors to him, to indemnify him against any persons claiming under Mrs Tomlyn or Mrs Twyman.

Subject to these observations on to this part of No. 5, I think a good Title may be made to these premises by Lease and Release & Fine by the Vendor to the Purchaser. The wives of the Two Brothers who are married must joint to bar themselves of Dower.

C. Robinson

Canterbury 20th Novr 1792

10 December 1792

Examined with the original
Opinion annexed to the Abstract

Byers

R. H. Barham

Wm. Farley