

CONVEYANCE & Assignment of Freehold and Leasehold  
premises in the Parish of Woodbury Devon  
Dated June 23rd 1819

This Indenture of Four Parts made the twenty-fourth Day  
of June One thousand Eight hundred and Nineteen

Between Jacob Butter of Woodbury in Devon a Surgeon and  
Thomas Heathfield of London Gentleman of the first part  
Richard Perry Husbandman James Pomeroy Yeoman and Mary  
his Wife John Lindsey Blacksmith and Sarah his Wife and  
Kezia Perry Spinster all of Woodbury aforesaid which  
said Richard Perry Mary Pomeroy Sarah Lindsey and Kezia  
Perry together with John Perry afternamed are the only  
Children of Thomas Perry late of Woodbury aforesaid  
Yeoman deceased of the second part John Perry of  
Woodbury aforesaid Butcher of the third part and John  
Geare of Exeter Gentleman of the fourth part

Whereas Elizabeth Owens (formerly Elizabeth Perry she  
having married a second Husband) Widow and Devisee of  
Richard Perry the deceased Father of the said Thomas  
Perry being seised in Fee of the Freehold Premises  
hereinafter released by her Will duly executed dated the  
Twenty-eighth February One thousand Seven hundred and  
Ninety-two and proved in the Court of the Vicars Choral  
at Exeter the Twenty-second February One thousand seven  
hundred and Ninety four devised the said Premises unto  
her Son the said Thomas Perry his Heirs and Assigns  
forever And Whereas the said Thomas Perry being seised  
of the said Freehold Premises and being also possessed  
of and entitled unto the Leasehold Premises hereinafter  
assigned for the residue of a certain Term of Ninety  
nine years granted therein by Lease dated the Twenty  
sixth of July One thousand Seven hundred and Ninety six  
made between John Burrige Cholwick Esquire Devisee In  
Trust under the Will of Thomas Putts Esquire deceased  
and with such further addition as therein mentioned of  
the one part and the said Thomas Perry of the other part  
which Term is now determinable on the death of the  
aforesaid Mary Pomeroy formerly Mary Perry under the  
yearly rent of Three Shillings and Seven Pence and the  
covenant and conditions therein contained by his Will  
in writing dated the Eighteenth day of March One thousand  
Eight

Eight hundred and Five duly executed and tested for passing Real Estate gave and devised his Freehold and Leasehold Premises Estate and Effects unto the aforesaid Thomas Heathfield and Jacob Butter their Exōrs and Admōrs Upon Trust to sell and dispose of all his Fee simple and Leasehold Estates when his youngest Child attained Twenty one years of Age and the monies arising therefrom to divide equally between all his Children that should be then living and by Codicil to his said Will duly executed and attested dated the Fourth of July One thousand Eight hundred and Seven he excluded his said son Richard from all or any part of his Effects except Ten Pounds and on the Eighteenth day of December One thousand eight hundred and Seven the said Will and Codicil were proved in the said Court of the Vicars Choral at Exeter by the said Jacob Butter and Thomas Heathfield the said Executors In Trust And Whereas the youngest of the Testators Children lately attained Twenty one and whereas at a Public Auction held at the Globe Inn Woodbury on the Ninth of June Instant for Sale (amongst other Premises) the Premises hereinafter granted released and assigned respectively the aforesaid John Perry became the Purchaser of the Fee simple and Inheritance of the said Freehold Premises and of the said Leasehold Premises for the residue of the aforesaid Term determinable (sic) as aforesaid at the Price of Four Hundred and Eleven Pounds including the Timber on the said Freehold Premises subject as after-mentioned And the said Richard Perry Party hereto as the Eldest Son and Heir at Law of the said Thomas Perry hath agreed to join in the Release and Conveyance contained in these presents Now this Indenture Witnesseth that in consideration of Four Hundred and Eleven Pounds of lawful money by the said John Perry to the said Jacob Butter and Thomas Heathfield paid on the execution hereof with the consent and by the direction of the aforesaid parties of the second part testified by their executing these presents the receipt whereof is hereby acknowledged and from the same the said parties hereto of the first and second parts do hereby forever release the said John Perry his Heirs Exōrs Admōrs and Assigns and the said Purchased Premises and in consideration of

Five

Five shillings to the said Richard Perry at the same time paid by the said John Perry the receipt whereof is hereby also acknowledged He the said Richard Perry as such Heir at Law as aforesaid with the consent of the said parties hereto of the first and the said other parties hereto of the second part testified as aforesaid Hath granted released and conveyed and by these presents Doth grant release and convey and the said Jacob Butter and Thomas Heathfield with the consent of the said parties hereto of the second part testified as aforesaid Have and each of them Hath granted bargained sold released conveyed and confirmed and by these presents Do and each of them Doth grant bargain sell release convey and confirm And the said parties hereto of the second part Have and each of them Hath ratified and confirmed and by these presents Do and each of them Doth ratify and confirm unto the said John Perry (in his actual possession now being by virtue of a bargain and sale to him thereof made by the said Richard Perry Jacob Butter and Thomas Heathfield in consideration of five shillings a piece by Indenture dated the day next before the day of the date of these presents commencing from the day next before the day of the date of the same Indenture of Bargain and Sale and by force of the statute made for transferring Uses into Possession) his Heirs and Assigns All those two Dwellinghouses (formerly a Cottage or Dwellinghouse) together with the Orchards and Gardens thereto belonging containing in the whole by Estimation One acre and Half or thereabouts be the same more or less situate in Salterton within the said Parish of Woodbury formerly in the possession of the Widow Caddew afterwards of Matthew Pidgeon then of the said Richard Perry deceased and now of the aforesaid James Pomeroy And all Buildings ways paths passages watercourses easements Privileges Advantages and Appurtenances to the same belonging or appertaining (sic) And the Reversion and reversions remainder and remainders rents Issues and Profits thereof And all the Estate Right Title Interest Use Trust Inheritance Property Possession Benefit claim and demand whatsoever both in Law and in Equity or otherwise howsoever of the said parties hereto of the first and second parts or of either of them of in

to

to or out of the said Hereditaments and Premises hereinbefore released And all Deeds and Writings relating to the said premises in the Custody of the Grantors or either of them To Have and To Hold the said Dwellinghouses Gardens Orchards and all other the Hereditaments and Premises hereby granted and released or intended so to be with their rights members and appurtenances unto the said John Perry and his Heirs for such Person and Persons To such Uses Upon such Trusts intents and purposes for such Estate and Estates Interest and Interests and with under and subject to such limitations powers provisoes and declarations as the said John Perry by any Deed or Deeds in writing with or without power of revocation and new appointment to be by him sealed and delivered in the presence of and attested by two or by his last Will and Testament in writing or any Codicil thereto to be by him signed and published in the presence of and attested by three or more Credible Witnesses shall from time to time direct limit or appoint give or devise the same respectively and in default thereof or so far as the same shall not extend To the use of the said John Perry and his Assigns during his life and from after the determination of that Estate in the lifetime of the said John Perry and in the mean time subject thereto To the use of the aforesaid John Geare and his Heirs during the life of the said John Perry In Trust for the said John Perry and his Assigns for his life and to the Intent that the present or any future Wife of the said John Perry may not be entitled to Dower in or out of the said Hereditaments and Premises hereby released or any part thereof and from and after the decease of the said John Perry To the use of the Heirs and Assigns of the said John Perry for ever Subject to the subsisting Lease or Leases now on the said Premises And this Indenture further Witnesseth that for the considerations aforesaid and of the further sum of five shillings by the said John Perry paid to each of them the said parties hereto of the first and second parts at the time aforesaid the receipts whereof are hereby acknowledged They the said Jacob Butter and Thomas Heathfield with the like consent of the said parties hereto of the second part testified as aforesaid Have and each of them Hath granted sold assigned and

and transferred and by these presents Do and each of them Doth grant sell assign and transfer And the said parties hereto of the second part Have and each of them Hath ratified and confirmed and by these presents Do and each of them Doth ratify and confirm unto the said John Perry and his Exors Admors and Assigns All those Closes called Honey Lane Meadow with a Field Orchard and Nursery Plot respectively adjoining and the Little Meadow lying on the other side of the Lane there which said Premises are part of Downhams and contain together about Six acres more or less now in the occupation of James Sanders Yeoman and are situate in the said Parish of Woodbury And all rights easements privileges and appurtenances belonging to the said last-mentioned Premises And all the Estate Right Title Interest Terms and Residue of Terms of years benefit property claim and demand of the said Jacob Butter and Thomas Heathfield of in to or out of the said hereby assigned Premises and all Deeds and Writings in their power concerning the same To Have and to Hold the said Closes of Land Fields and other the Premises hereby assigned with the appurtenances unto the said John Perry his Exors Admors and Assigns from henceforth for and during all the now residue and remainder of the aforesaid Term of Ninety nine years determinable as aforesaid subject to the Rents Heriots and covenants contained in the aforesaid Lease and subject to any subsisting under Lease or Leases now on the said Premises And the said Richard Perry Jacob Butter and Thomas Heathfield do hereby for themselves severally and not jointly and for their several respective Heirs Exors Admors Acts and Deeds only covenant with the said John Perry his Heirs Exors Admors and Assigns respectively that they the said Richard Perry Jacob Butter and Thomas Heathfield have not nor hath either of them at any time heretofore made done committed or knowingly or wittingly suffered any act Deed matter or thing whereby or by means whereof the said Freehold and Leasehold Hereditaments and Premises hereby released and assigned respectively are is can shall or may be impeached charged or incumbered in Title Estate or otherwise And the aforesaid James Pomeroy John Lindsey and Keziah Perry do hereby for themselves

severally

severally and not jointly and for their several  
respective Heirs Exors Admors Acts and Deeds only the  
said James Pomeroy and John Lindsey covenanting for  
their respective Wives and for their respective Exors  
Admors Acts and Deeds covenant and agree with the said  
John Perry his Heirs Exors Admors and Assigns  
respectively That they the said Jacob Butter Thomas  
Heathfield Richard Perry James Pomeroy and Mary his wife  
John Lindsey and Sarah his Wife and Keziah Perry and  
each and every of them their and each and every of their  
Heirs Exors and Admors and all other persons Lawfully  
claiming or to claim any Estate Right Title Trust Charge  
or Interest at Law or in Equity of into out of or upon  
the aforesaid Freehold and Leasehold Hereditaments and  
Premises hereby released and assigned respectively or  
any part thereof respectively by from under through or  
In Trust for them or either of them or the said Thomas  
Perry deceased shall from time to time and at all times  
hereafter upon every reasonable request and at the  
charges of the said John Perry his Heirs Exors Admors  
and Assigns make do and execute all such further and  
other lawful and reasonable Acts Deeds Conveyances  
Assignments and Assurances for the further and more  
perfectly granting and releasing the said Freehold  
Hereditaments and Premises with the Appurtenances unto  
the said John Perry and his Heirs To the uses and Upon  
the Trusts hereinbefore mentioned concerning the same  
and for the further and more effectually granting and  
assigning the said Leasehold Premises with the  
appurtenances unto the said John Perry his Exors Admors  
and Assigns for the then residue of the said Term of  
Ninety nine years determinable as aforesaid as by the  
said John Perry his Heirs Exors Admors and Assigns or  
his or their counsel shall be lawfully and reasonably  
required so as for the doing thereof no person be  
compellable to go from his respective residence And the  
said John Perry doth hereby for himself his Heirs  
Executors Administrators and Assigns covenant and agree  
with the said Jacob Butter and Thomas Heathfield their  
Executors and Administrators to pay during the now  
residue of the aforesaid Term determinable as aforesaid  
the aforesaid yearly rent of three shillings and seven  
pence

pence and the Heriots reserved by the aforesaid Lease and observe and perform all the other reservations covenants conditions and agreements contained in the same Lease on the Lessees part to be observed or performed henceforth And save harmless and keep indemnified the said Assignors and the Estate and Effects of them and of the said Testator Thomas Perry deceased from the same and from all Actions Suits Costs Damages and Expences which they or either of them may pay or be put unto by reason of any nonpayment nonperformance or nonobservance thereof respectively And it is hereby declared and agreed by and between the said parties hereto that inasmuch as the aforesaid Freehold Premises are let with others to the aforesaid James Pomeroy at the yearly rent of Thirteen pounds and two shillings for the whole that the said John Perry his Heirs and Assigns shall receive during the remainder of the said James Pomeroy's Term or Interest in the said Premises the yearly rent of Ten pounds and Two shillings (parcel of the said rent of Thirteen pounds and two shillings as his part thereof in respect of the aforesaid Freehold Premises hereby released and shall pay Three Pence to each Poor Rate and in the like proportion to all other joint Rates and Taxes in respect of the same Freehold Premises hereby released And that inasmuch as the aforesaid Leasehold Premises are let with other Premises to the aforesaid James Sanders at the yearly rent of Sixty six Pounds for the whole it is hereby agreed that the said John Perry his Executors Administrators and Assigns shall receive during the remainder of the said James Sanders Term or Interest therein the yearly rent of Fifteen Pounds parcel of the said Rent of Sixty six Pounds in respect of the said Leasehold Premises hereby assigned And shall pay Four Pence to each Poor Rate and in/proportion to all other joint /like Rates and Taxes in respect of the said Leasehold Premises hereby assigned And that the said John Perry his Heirs Exors Admors and Assigns shall during the said James Pomeroy's and James Sanders's said respective Terms and Interests observe and perform the respective covenants and conditions on the Landlords part contained in the several Leases to the said James Pomeroy and

James

James Sanders as far as the same concerns the aforesaid Freehold and Leasehold Premises respectively hereinbefore released and assigned and save harmless and keep indemnified the said parties hereto of the first and second parts from the same and from all actions suits claims Damages and Demands in respect thereof In Witness whereof the said parties to these presents their Hands and Seals have hereunto set the day and year first above written.

Jacob Butter	Mary Pomeroy	Kezia Perry
Thos Heathfield	John Lindsey	John Perry
Richard Perry	Sarah Lindsey	
James Pomeroy		

Signed sealed and delivered by the within named Thomas Heathfield in the presence of...

Matthew Heathfield Leadenhall Street London  
Merchant

James Parry Hackney in the County of Mdx  
Clerk to Mattw Heathfield

Signed sealed and delivered by the within named Jacob Butter Richard Perry James Pomeroy Mary Pomeroy John Lindsey Sarah Lindsey Kezia Perry and John Perry in the presence of....

Thos I Winter of Exeter Atty at Law

Received the day and year first within written of the within named John Perry the sum of Four Hundred and Eleven Pounds being in satisfaction of the Consideration Money within mentioned to be paid by him to us -  
Witness our Hands....

Thos Heathfield  
Jacob Butter

Witness to the signing of the said Thomas Heathfield  
Matthw Heathfield  
James Parry

Witness to the signing of the said Jacob Butter  
Thos I Winter  
Robt John Gould

(The Indenture being written in the handwriting of  
Robt John Gould)