

Signed sealed and delivered by the within named }
Joseph Phillips in the presence of

W. J. Lord Notary
William James Shorland Esq
Accountant
Oliver Henry
Esq

Dated the twenty sixth day of March 1872

Mr Joseph Phillips

with

Mr Isaac Wilson

Covenant

for production of
Deeds relating to certain fields in
Woodbury, Devon

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His Indenture

Hampden 27

made the twenty sixth day of March. One thousand eight hundred and seventy two Between Joseph Phillips of Troobury Satterton in the County of Devon Yeoman of the one part and Isaac Wilson of the same place Yeoman of the other part Whereas by an Indenture bearing even date with but executed before the execution of these presents and made or expressed to be made between the same parties as are parties to these presents in pursuance of a contract for sale and for the considerations therein mentioned the fee simple and inheritance of and in certain hereditaments therein particularly described and situate in the parish of Troobury Satterton aforesaid were conveyed by

the said Joseph Phillips unto and to the use of the said Isaac Wilson his heirs and assigns for ever And whereas the several Deeds instruments evidences and writings specified in the Schedule hereunder written relate as well to the Hereditaments comprised in and conveyed by the said hereinbefore recited Indenture of even date herewith as also to certain other hereditaments of much greater value and of which the said Joseph Phillips is now seized or possessed and on the Treaty for the said sale it was agreed that the said several deeds evidences and writings should be retained by the said Joseph Phillips and that he should enter into the covenant for production thereof hereinafter contained Now this Indenture witnesseth that in consideration of the premises the said Joseph Phillips doth hereby for himself his heirs executors administrators and assigns covenant and promise with and to the said Isaac Wilson his heirs and assigns that he the said Joseph Phillips his heirs and assigns shall and will from time to time and at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable request by the said Isaac Wilson his heirs or assigns or any person or persons lawfully or equitably claiming any estate right title or interest of in or to the said Hereditaments comprised in the said hereinbefore recited Indenture of even date with these presents or any of them or any part thereof through or under him as the costs and charges of the person or persons requiring the same produce and show forth or cause or procure to be produced and shown forth to him them or any of them or to such person or persons as he or they shall desire or require on any trial hearing or examination in any Court of Law or Equity or other Judicature or on the execution of any commission or otherwise as occasion shall require all or any of the deeds instruments evidences and writings specified in the said Schedule for the manifestation defence or support of the estate right title interest property or possession of the said Isaac Wilson his heirs and assigns and all and every other person and persons claiming or to claim as aforesaid and shall and will from time to time and at all times hereafter unless prevented as aforesaid at the costs and charges of the said Isaac Wilson his heirs or assigns or any other person or persons claiming or to claim as aforesaid make or cause to be made and delivered to the said Isaac Wilson his heirs or assigns or any other person or persons claiming or to claim as aforesaid such true and attested copies or true copies unaltered or such extracts or abstracts of the same deeds instruments evidences and writings or any of them as he or they may require and permit the said Isaac Wilson his heirs and assigns or whomsoever he or they respectively shall nominate or appoint to compare such copies extracts or abstracts with the originals thereof and shall and will in the meantime keep and preserve the same deeds instruments evidences and writings and every of them safe whole uncancelled and undamaged all losses damages by fire and other inevitable accidents only excepted It witnesseth which of the said parties to these presents their hands and seals have hereunto set the day and year first above written



The Schedule hereinbefore referred to

- 1807 January 20th & 21st Indentures of Lease and Release the Release made between Thomas Stopping of the first part Abraham Phillips of the second part and William Phillips of the third part
- 1813 June 19th Indenture between Abraham Phillips of the one part and Abraham Skinner of the other part
- 1866 December 7th Indenture between Joseph Phillips of the first part Charles Drake and Channon Steele Harding of the second part the said Charles Drake of the third part and Francis Robert Jeffery of the fourth part
- 1871 June 24th Indenture (endorsed on last Indenture) between Charles Drake of the first part Francis Robert Jeffery of the second part and Joseph Phillips of the third part

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Joseph Phillips