

17th August 1821

An Agreement between Mr. Perry and Mr. Keslake.

An Agreement made the 17th day of August 1821
Between John Perry of woodbury in the County of
Devon Butcher of the one part and Thomas Keslake
of the same place Yeoman of the other part. The
said John Perry doth hereby agree to sell to the said
Thomas Keslake who doth hereby agree to Purchase
of the said John Perry All those two Cottages two
Gardens and a Courtlage belonging thereto and an
Orchard adjoining the same all situate at Salterton
within the said parish of Woodbury now in the occupation
of James Pomeroy or his undertenants at the price of
Two hundred pounds And it is agreed that a good
Title shall be made to the said premises at the
expenche of the Seller but the purchaser shall pay
his Counsel and Solicitor That the purchaser shall
pay the Purchase money at the office of Mr John
Geare Solicitor Exeter on the 29th day of September
next bewteen Ten and Eleven of the Forenoon at
which time there shall be delivered to the said
Purchaser on Payment of the said Purchase money
a Conveyance of the said premises duly executed by
all proper parties such Conveyance to be prepared
by the aforesaid John Geare at the Purchasers
expenche but the seller shall at his own expence
procure all necessary parties to execute the same
and if any attested copies be required the same
shall be made by the said John Geare at
the purchasers expence And the Purchaser
is to be intituled to the Rents and profits of the
said premises from the said 29th day of September
next Provided the purchase money be paid as
hereinbefore stipulated and all rates and taxes
shall from thenceforth be borne by the purchaser
In witness whereof the said parties have hereto set
their hand the day and year first above written.

John Perry
Thomas Keslake

Witness

Geo: Presswell

This Indenture Tripartite made the Fourth Day of January in the Twenty-seventh Year of the Reign of our Sovereign Lord George the Second by the Grace of God of Great Britain France and Ireland King Defender of the Faith and so forth And in the Year of our Lord One Thousand seven Hundred and Fifty Four Between Adam Pierce of the City of Exon Gentleman of the first Part Peter Scott of Exminster in the County of Devon Fuller (Nephew and Heir at Law of Thomas Scott late of the same Place Yeoman deceased and who dyed Intestate) of the second Part And Richard Perry of Woodbury in the said County of Devon Yeoman of the third Part Whereas the said Peter Scott and Mary his Wife Did in or as of Easter Term last acknowledge and levy in due form of Law before the Justices of His Majesties Court of Common Pleas at Westminster one Fine Sur Conusance De Droit Come Ceo: &c unto the said Adam Pierce and his Heirs (amongst other Lands) Of All that Cottage or Dwelling-house together with the Garden and Orchard thereto belonging containing in all by Estimation One Acre and half or thereabouts (be it more or less) situate lying and being in Salterton within the said Parish of Woodbury in the said County of Devon formerly in the Possession of the Widow Caddew afterwards of Matthew Pidgeon deceased and now in Possession of him the said Richard Perry The Uses of which said Fine have by Indenture bearing Date the Fifth Day of May last been declared by the said Peter Scott and Mary his Wife to be and enure unto and to the only and absolute Use and Behoof of the said Adam Pierce his Heirs and Assigns In Trust nevertheless and to and for such Uses Ends Intents and Purposes as he the said Peter Scott and his Heirs shall from time to time direct limitt or appoint by any Deed or Instrument in Writing or by his last Will and Testament in Writing executed in the Presence of and attested by two or more credible Witnesses as in and by the same and the Indentures of the said Fine reference being thereto respectively had ~~will~~ more fully and at large appear And Whereas the said Peter Scott hath
lately

lately Contracted with the said Richard Perry for the Sale of the said Cottage Dwelling-house Orchard Garden and Premes for the Price or Sum of Forty Pounds Now This Indenture Witnesseth That for and in Consideration of the Sum of Five Shillings of lawful Money of Great Britain unto the said Adam Pierce in Hand paid by the said Richard Perry at or before the Sealing and Delivery of these Presents the Receipt whereof the said Adam Pierce doth hereby acknowledge He the said Adam Pierce Hath granted bargained and sold and by these Presents Doth (by and with the Special Direction and appointment of the said Peter Scott Testified by his being made a Party hereto and his Execution hereof in the Presence of two Credible Witnesses whose Names are Hereon Indorsed) Grant Bargain and Sell and the said Peter Scott for the Considerations aforesaid and of the said Sum of Forty Pounds of like lawful Money of Great Britain unto him in Hand paid by the said Richard Perry at or before the Sealing and Delivery ~~hereof the Receipt~~ whereof is also hereby also acknowledged Hath granted released Limited directed appointed and Confirmed And by these Presents Doth Grant release limitt direct appoint and Confirm unto the said Richard Perry (in his actual Possession now being by Virtue of a Bargain and Sale to him thereof made by the said Adam Pierce for one whole Year by Indenture bearing Date the Day next before the Day of the Date hereof and executed before the Execution of these Presents and by force of the Statute for Transferring of Uses into Possession) his Heirs and Assigns All that the before resited and mentioned Cottage or Dwelling-house together with the Orchard and Garden thereto belonging containing in all by Estimation One Acre and half or thereabouts be it more or less situate lying and being in Woodbury Salterton aforesaid formerly in the Possession of the Widow Caddew afterwards of Matthew Pidgeon deceased and now in the Possession of him the said Richard Perry and all Houses Edifices Buildings Ways Paths Passages Waters Water Courses Easements Profitts Privileges Commodities Advantages Hereditaments and Appurtenances whatsoever to the said Cottage or Dwelling-house Garden and Premes belonging or in any wise appurtenant or therewith usually

usually held occupied or enjoyed as Part Parcel or Member thereof And the Reversion and Reversions Remainder and Remainders Rents Suits and Services of all and singular the said Premes and of every Part and Parcel thereof And all Estate Right Title Interest Use Trust Possession Property Claim and Demand whatsoever both at Law and in Equity of them the said Adam Pierce and Peter Scott and each of them of in and to the said Premes hereinbefore granted appointed and released or intended so to be or any Part thereof with their and every of their Appurtenances To have and to hold the said Cottage or Dwelling-house Orchard Garden and all and singular other the Premes hereby granted released and appointed or Intended so to be or any Part thereof with their and every of their Rights Members and Appurtenances unto the said Richard Perry his Heirs and Assigns To the only Use and Behoof of him the said Richard Perry his Heirs and Assigns forever To be held of the high and Chief Lord and Lords of the Fee and Fees of the said Premes by and under the Rents Suits and Services therefore anciently due and of Right accustomed to be paid and Performed for the same And the said Adam Pierce doth hereby for himself his Heirs Executors and Administrators covenant and promise to and with the said Richard Perry his Heirs Executors and Administrators and Assigns by these Presents That he the said Adam Pierce hath not at any Time heretofore made done or committed or wittingly or willingly suffered to be done or committed any Act Matter or Thing whatsoever whereby or by Means whereof the said Premes hereby granted released and appointed or intended to be or any Part thereof is are shall or may be impeached charged or incumbred in Title Charge Estate or otherwise howsoever And the said Peter Scott doth hereby for himself his Heirs Executors and Administrators and for every of them covenant promise and agree to and with the said Richard Perry his Heirs and Assigns and to and with every of them by these Presents in Manner following (that is to say) That (for and notwithstanding any Act Matter or Thing whatsoever done committed or suffered to the Contrary thereof by the said Peter Scott or the said Thomas Scott his deceased Uncle They the said Peter Scott and Adam Piercee now are and stand or one of them now is and

and standeth at the time of the Sealing and Delivery of these Presents lawfully rightfully and absolutely seized of and in the said Cottage or Dwelling-house and Premes mentioned or intended to be hereby granted released and appointed of a good sure perfect and indefeazible Estate of Inheritance in Fee Simple without any manner of Condition Power of Revocation Limittation of any Use or Uses or other Incumbrances Matter Cause or Thing whatsoever to alter change charge incumber or make Void or Voidable the same Estate (Except as is hereinafter mentioned to be excepted) And That (for and notwithstanding any such Act Matter or Thing as aforesaid) they the said Peter Scott and Adam Pierce now have or one of them hath good Right full Power lawful and absolute Authority to grant release appoint and convey all and singular the said Cottage or Dwelling-house and Premes hereinbefore mentioned or intended to be hereby granted released appointed and conveyed with their and every of their Rights Members and Appurtenances unto the said Richard Perry his Heirs and Assigns in manner and Form aforesaid And That he the said Richard Perry his Heirs and Assigns shall or lawfully may from time to time and at all Times hereafter peaceably and quietly have hold use occupy possess and enjoy all and singular the said Cottage or Dwelling-house and Premes with the Appurtenances and receive and take the Rents Issues and Profitts thereof to his and their own Use without any lawful Lett Suit Trouble Denial Eviction Ejection or Interruption whatsoever of or by the said Peter Scott or any other Person or Persons whomsoever lawfully claiming or to claim the same Premes or any Part thereof by from or under him or them or by from or under the said Thomas Scott deceased (Except as is hereinbefore mentioned to be excepted) And that free and clear and freely clearly and absolutely acquitted exonerated and discharged or otherwise well and sufficiently saved defended and kept harmless and Indemnified by him the said Peter Scott his Heirs Executors and Administrators or some or one of them off from and against all and all Manner of former and other Gifts Grants Bargains Sales Uses Jointures Dower Rights and Title of Dower Mortgages Judgments Executions Extents Recognizances Statutes and all other Estates Debts Rights
Titles

Titles Charges and Incumbrances whatsoever had made committed or done or suffered to be had made committed or done by him the said Peter Scott or the said Thomas Scott his deceased Uncle or any other Person or Persons whomsoever lawfully claiming or to claim the same by from or under him them or any or either of them other than and except an Indenture of Lease bearing Date the seventh Day of April in the Year of our (Lord) One Thousand seven Hundred and Twenty seven made by the said Thomas Scott to the said to the said Matthew Pidgeon deceased of the said Premes for Ninety nine Years determinable on the Deaths of Matthew Pidgeon the Younger John Pidgeon and Hannah Pidgeon Sons and Daughter of the said Matthew Pidgeon And further That he the said Peter Scott his Heirs Executors and Administrators and all and every other Person and Persons having or lawfully claiming or which shall hereafter have or lawfully claim any Estate Right Title or Interest of into or out of the said Cottage or Dwelling-house and Premes hereby granted released and appointed or intended so to be or any Part or Parcel thereof by from or under him or them or by from or under the said Thomas Scott decēd (Except before excepted) shall and will from time to time and at all times hereafter with the Space of Twenty Years next ensuing the Date hereof upon the Request and at the proper Costs and Charges in the Law of the said Richard Perry his Heirs or Assigns make do acknowledge levy execute and suffer or cause or procure to be made done acknowledged levied executed and suffered all and every such further and other lawful and reasonable Act and Acts Thing and Things Conveyances and Assurances in the Law whatsoever for the further better more perfect and absolute Assuring and confirming of the said Cottage or Dwelling-house and Premes hereinbefore granted appointed and conveyed or intended so to be and every Part thereof with their and every of their Rights Members and Appurts unto and to the only and absolute Use and Behoof of the sd Richard Perry his Heirs and Assigns forever according to the true intent and meaning of these Presents As by the said Richard Perry his Heirs or Assigns or his or their Councill learned in the Law shall be reasonably devised or advised and required so as such further
assurance

Assurance or Assurances contain or imply in them no further or other Covenant or Warranty than against the respective Act or Acts of the Party or Parties required to execute such further Assurance or Assurances be not compelled or compelable for the doing thereof to travel above Five Miles from his or their respective Place or Places of Abode All which said further Assurance or Assurances so or in any other Manner to be had made and executed by or between the said Parties or either of them or whereto they or either of them shall be anywise Party or Privy shall be and enure And by these Presents and Parties hereto is and are declared and agreed to be and enure and shall always be construed expounded deemed and taken to be and enure unto and to the only and absolute Use and Behoof of the said Richard Perry his Heirs and Assigns forever and to and for no other Use Intent or Purpose whatsoever In Witness whereof the Parties aforesaid have hereunto sett their Hands and Seals the Day and Year first above written

Adam Pierce

Peter Scott

Sealed and Delivered (being first duly Stampd) in the Presence of us by the said Adam Pierce and Peter Scott after making an Erasure to the name of Richard Perry throughout the Deed

James Merrill

John Vanston

Reced the day and year first within written of and from the within named Richard Perry the Sum of Forty Pounds being the full Consideration money within Expressed to be paid by him to me I say reced

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Peter Scott

Witnesses hereto

James Merrill

John Vanston