



Land & Buildings

Potterne

1727

Dated 23rd day of March 1727

Mr. John Pope release of land to Mr. Philip Pottinger

Names mentioned in the document :-	Thomas Glass John Pope	Philip Pottinger John Wheeler	Martha Wheeler Philip Wheeler
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Property mentioned in this indenture:-

- Mefsuage or Tenement, Farm and Dwelling house.

This Indenture made the Three and Twentieth Day of March Anno Dom 1727 and the ffirst yeare of the Reign of our Sovereaine Lord George the second by the grace of God of Great Britaine ffrance and Ireland King defender of the ffaith Betweene John Pope of Little Hinton in the County of Wilts Yeond of the one part and Philip Pottinger of Allcannings in the said County of Wilts yeoud of the other part **Witnesseth** that for and in consideration of the sume of Seaventeene Pounds and Ten Shillings of lawful money of Great Britaine to the said John Pope by the said Philip Pottinger now in hand paid the receipt whereof he the said John Pope doth hereby acknowledge and thereof release and discharge the said Philip Pottinger his Executors administrators and Afsignes for ever by these presents and for other and in consideration of payment of the yearely Rent and performance of this covenant conditions and agreements herein after reserved expressed and contained on the part of the said Philip Pottinger his Executors administrators and Afsignes take paid and performed and for other good consideration the said John Pope **Hath** demised granted granted and to farme letten and by these presents doth demise grant and to farme lett unto the said Philip Pottinger his Executors administrators and Afsignes **All** that Mefsuage or Tenement and Garden thereonto belonging with the appurtenances situate lying and being in Potterne aforesaid now or late in the tenure or occupacon of Thomas Glass together with all and all manner of wayes paths pafsages waters water course lights sellars sollars easements profitts comodities and appurtenances whatsoever to the said premises belonging or appertaining [space] **To have and to hold** the said Mefsuage or Tenement and Dwelling house Garden and premises with the appurtenances and every part thereof [space] unto the said Philip Pottinger her Executors Administrators and Afsignes from the feast day of the of the annuciacion of the blefsed Virgin Mary next ensuing [space] the day of the date hereof for and dureing and onto the full end and terme of ffour score and Nineteene yeares from thence next ensuring fully to be compleate and ended (if John

Wheeler of Potterne aforesaid Clothworker and Martha his Wife and Philip Wheeler son of the said John Wheeler aged about Three yeares or any or either of them shall so long happen to live) **Yeilding and paying** therefore yearely and every yeare dureing the said demised Terme (determiabile as aforesaid) onto the said John Pope his heires and Afsignes the yearely Rent of one shilling of lawfull money of Great Britaine at or upon the two most usuall ffeast dayes of payment in the yeare (that is to say) the ffeast dayes of St. Michaell the Archangell and of the Blefsed Virgin Mary by even and equall portfolio **And if** it shall happen that the said yearely Rent or sume of one shilling or any part thereof shall be behind and on paid by the space of twenty dayes next after any or either of the said ffeast Dayes on which the same ought to be paid as aforesaid (the same being lawfully demanded) of the said demised Mefsuage or Tenement and Dwelling house shall be in decay and unrepaired by the space of Six months next after warning or notice in writing shall be by him the said John Pope his heirs or Afsignes given to or left at the premises for the said Philip Pottinger his Executors or Afsignes or there Tenants or occupants of the said premises for the time being for the repairing the thereof that then and from thence forth it shall and maybe lawfull to and for the said John Pope his heirs or Afsignes into or upon the said demised premises or any part thereof in the name of the whole wholly to reenter and the same to have to have againe retaine repofsefse and enjoy as in his or their former Estate anything herein contained to the contrary thereof notwithstanding **And** the said Philip Pottinger for for himselfe his heires Exectors Administrators and Afsignes doth covenant grant and agree to and with the said John Pope his heires and Afsignes by these presents in manner and forme following (that is to say) that the said Philip Pottinger his Executors Administrators and Afsignes shall and will well and truly pay or cause to be paid unto the said John Pope his heires and afsigns the said yearly Rent or Sume of one shilling at the dayes and times and manner and forme herein before mentioned and appointed for payment thereof **And** also shall and will dureing the said hereby demised Terme (determinable as aforesaid at his and their own proper costs will and sufficiently repaire maintain uphold amend and keepe in good repairs the said demised Mefsuage or Tenement and Dwelling house and the mounds bounds and fences belonging to the said demised premises and the same being so well repaired fenced and kept in the end or other sooner determinacon of these presents which shall first happen unto the said / unto the said John Pope his heires or Afsignes shall and will peaceably leave and yeild up **And** that he the said Philip Pottinger his Executors Administrators and Afsignes shall and will at all times dureing the said demised Terme determinable as aforesaid at his and there life costs pay lease and discharge all and all manner of Taxes payments afsefsments and impofscons both ordinary and extraordinary whatsoever which shall arise grow due or become able out of for or in respect of the premises or any part thereof **And the said** John Pope for himself his heires and Afsignes doth hereby Covenant promise and agree to and agree to and with the said Philip Pottinger his Executors Administrators and Afsignes in forme following that it shall and may be lawfull to and for the said Philip Pottinger his Executors Administrators and Afsignes at and under the yearley Rent Covenants Conditions and agreements therein and hereby reserved expefsed and contained on the part of the said Philip Pottinger his Executors Administrators and Afsignes to be paid and performed peaceably and quietly to have hold use occupy pofsefse and enjoy all and singular the said demised premises with the appurtenances and every part thereof [space] for and dureing the said demised Terme (determinable as aforesaid) without any the lawfull lett suite trouble deny all written ejection disturbance whatsoever of him the said John Pope his heires or Afsignes or of any other person or persons whatsoever lawfully claiming or to claime any thing in the premises or any part thereof from by order or in trust for him or any of them **In Witnefs** whereof the said parties to these presents have hereunto Interchangeably Sett their hands and Seales the day and yeare above written.

Document Source: WSHC; Ref 130/53, part of a large bundle.