



*Land
&
Buildings
Potterne wick*

Dated 10th day of May 1854

Mr John Hookins

----- to -----

Mr John Carpenter

}

*Conveyance of a small piece of
Ground with a Shed thereon situate at
Potterne Wick in the County of Wilts*

Names mentioned in the document :-	John Armstrong of Potterne John Carpenter of Rowde William Carpenter of Bromham William Hampton Hester Hampton	John Hookins of Farringdon, Berks John Hulbert Colonel Oliver William Tanner
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Land mentioned in this document :-	<ul style="list-style-type: none"> ➤ <i>Piece or parcel of ground together with the shed or carthouse erected and now standing thereon situate at Potterne Wick. On the North by the Potterne and Crookwood Road On the South by a piece of land belonging to Colonel Oliver On the East by a Barn and on the West by property belonging to the said John Armstrong</i>
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This Indenture made the tenth day of May in the year of our Lord One thousand eight hundred and fifty four **Between** John Hookins of Farringdon in the County of Berks Gentleman of the first part John Carpenter of Rowde in the County of Wilts Innkeeper of the second part William Carpenter of Bromham in the said County of Wilts Carpenter of the third part and John Armstrong of Potterne in the said County of Wilts Gentleman of the fourth part **Whereas** by Indentures of Lease and Release dated respectively the fourteenth and fifteenth of November One thousand eight hundred and thirty four the later being made between William Hampton and Hester his Wife of the first part William Tanner of the second Part and John Hulbert of the third part and duly acknowledged by the said Hester Hampton the hereditaments hereinafter described were inter alid in consideration of the sum of Thirty pounds paid by the said William Tanner to the said William Hampton assured to such uses as the said William Tanner by any Deed should appoint And in default thereof to the use of the said William Tanner and his assigns during his life with a limitation To the use of the said John Hulbert his executors and administrators during the life of and in trust for the said William Tanner and his assigns with remainder to the use of the said William Tanner his heirs and assigns for ever **And whereas** by an indenture dated the seventh of December One thousand eight hundred and forty three and made between the said William Tanner of the first part the said William Hampton the second part and the said John Hookins of the third part after reciting inter alid that the last recited Indenture was intended by the said parties thereto to operate by way of Mortgage to secure the repayment of the sum of Thirty pounds advanced by the said William Tanner to the said William Hampton and interest And that there was then due to the said William Tanner by virtue of the hereinbefore recited Indenture of Release the principle sum of Forty six pounds The foresaid hereditaments were inter alid assured To the use of the said John Hookins his heirs and assigns for ever Upon trust nevertheless when he or they should think fit and of his and their own proper authority and without and even against the consent of the said William Hampton his heirs or assigns to make sell and dispose of the said hereditaments either altogether or in parcels and either by Public Auction or Private Contract and to convey the same unto the purchaser or purchasers thereof his or their heirs and assigns And the said William Hampton did in the now reciting Indenture declare and direct that the purchaser or purchasers of any part of the hereditaments thereby conveyed who should pay his her or their purchase money to the said John Hookins his executors or assigns should not be obliged to see to the application of the same money And that all receipts which should be given for the said purchase money by the said John Hookins his executors administrators or assigns should be good discharged for the sum and sums of money which therein should be acknowledged to be received And that every sale which should be made and contract of sale entered into and Conveyance executed by the said John Hookins his heirs or assigns should be binding on the said William Hampton his heirs and assigns **And whereas** the said principal sum still remains owing upon the last hereinbefore recited Mortgage Security together with an arrear of interest thereon as the said John Hookins doth hereby declare **And whereas** the said John Hookins acting in execution of the aforesaid trust power or authority hath contracted with the said John Carpenter for the absolute sale to him of the hereditaments hereinafter described (being part of the hereditaments comprized in and assured the hereinbefore recited Indenture) and the inheritance thereof in fee simple free from incumbrances for the sum of Eight pounds and inasmuch as in the said John Armstrong hath purchased other parts of the hereditaments comprized in the said recited Indentures of greater value than the said hereditaments hereinafter described it hath been agreed that the said Indentures shall be handed over to the said John Armstrong and that he shall covenant for the production thereof in manner hereinafter appearing **Now this Indenture Witnesseth** that in consideration of the sum of Eight pounds sterling paid by the said John Carpenter to the said John Hookins at or before the execution of these presents the receipt whereof in part satisfaction of the aforesaid principal Mortgage sum and interest so owing to him as aforesaid and in

exoneration of the said hereditaments hereinafter described from the whole of the same principle Mortgage sum and interest the said John Hookins doth hereby acknowledge **He** the said John Hookins pursuant to and in exercise and execution of the trust power or authority to him given by the last hereinbefore recited Indenture and of every other trust power or authority in any wise enabling him in this behalf **Doth** by these presents grant alien release and convey unto the said John Carpenter and his heirs **All that** piece or parcel of ground together with the shed or carthouse erected and now standing thereon situate at Potterne Wick in the parish Potterne in the said County of Wilts and now or late in the occupation of William Hampton And which said hereditaments are bounded as solloursthat is to say On the North by the Potterne and Crookwood Road On the South by a piece of land belonging to Colonel Oliver On the East by a Barn and on the West by property belonging to the said John Armstrong **Together** with all rights members and appurtenances thereunto belonging or appurtenanting **And** all the Estate right title interest claim and demand whatsoever of the said John Hookins therein and thereto **To hold** the said piece of Ground hereditaments and all other the premises hereby granted or otherwise assured with their appurtenances freed and absolutely discharged from the aforesaid principal Mortgage sum of Forty six pounds and all interest now due or to grow due in respect thereof unto the said John Carpenter and his heirs Nevertheless to such uses upon such trusts and for such intents and purposes as the said John Carpenter shall by any Deed or Deeds appoint and in default of such Appointment To the use of the said John Carpenter and his assigns during his life without impeachment of waste and after the determination of that Estate by any means in his lifetime To the use of the said William Carpenter his executors and administrators during the life of the said John Carpenter Upon trust for the said John Carpenter and his assigns And immediately after the determination of the Estate of the said William Carpenter To the use of the said John Carpenter his heirs and assigns for ever **And** the said John Carpenter hereby declares that his Widow (if any) shall not be entitled to Power in to or out of the said piece of Ground and premises or any part thereof **And** the said John Hookins doth hereby for himself his heirs executors and administrators covenant with the said John Carpenter and his heirs that he the said John Hookins hath not here of ore made done or executed any act deed matter or thing whereby the said piece of Ground and premises hereby assured or any part thereof one is or may be changed incumbered or prejudicially affected **And** the said John Armstrong in pursuance of his Agreement hereinbefore contained doth hereby for himself his heirs executors administrators and assigns covenant with the said John Carpenter and his heirs that he the said John Armstrong his heirs or assigns will at all times hereafter unless prevented by free or other inevitable accident upon every request in writing and at the costs of of the said John Carpenter his appointees heirs or assigns produce or cause to be produced in England to the said John Carpenter his appointees heirs or assigns or to hisor their Council Attornies or Agents or in the course of any judicial proceedings or otherwise as often as occasion shall require the hereinbefore recited Indentures of Lease of the foureenth and fifteenth of November One thousand eight hundred and thirty four and the hereinbefore recited Indenture of the seventh of December One thousand eight hundred and forty three And will unless prevented as aforesaid at the like request and costs deliver to the said #John Carpenter his appointees heirs or assigns and copy or copies (attested if requested) or Abstract or Abstracts of all any of the said Indentures and permit such copy or copies Abstract or Abstracts to be examined with the Originals **In Witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

John Hookins

The mark of X
and

John Carpenter

John Armstrong

Received the day and year first within
written^d of and from the within named John
Carpenter the sum of Eight pounds being the
full consideration money within mentioned
to be paid by him to me *John Hookins*

} £ 8

Witness M R Reynolds

Signed sealed and delivered by the within
named John Hookins in the presence of

Mich Rich^d Reynolds
Gent. Faringdon Berks

Signed sealed and delivered by the within
named John Carpenter and John Armstrong
in the presence of

Henry H Hulbert
Solicitor, Devizes
Wilts