

This Indenture Tripartite made the Six and Twentieth day of March ~ Anno Ind 1729 And in the Second year of the reign of our Sovereign Lord George the Second by Grace of God of Great Britain France and Ireland King Defender of the Faith **Between** John Gee of Rowd in the County of Wilts Victualler Grandson and heir of John Gee late of Rowd aforesaid Carpenter deceased (The said John Gee the Grandson being the eldest Son of John Gee late of Rowd aforesaid husbandman deceased by Jane late his wife which same John Gee husbandman was eldest Son of the aforesaid John Gee Carpenter and dyed before his said father) and George Gee of the Borough of Devizes in the said County Woolstapler another son of the said John Gee husbandman by his said wife Jane and also another Grandson of the said John Gee Carpenter of the first part Thomas Pierce of Rowd aforesaid Clerk of the Second part and Thomas Moore of the City of New Sarum in the the County Clerk and Charles Bernard of the Borough of Devizes aforesaid Distiller of the third part **Witnesseth** that for and in Consideracon of the Sum of One hundred and ffive pounds of lawfully money of Great Britain by the said Thomas Pierce and the Sum of ffive Shillings of like money by the said Thomas Moore and Charles Bernard to the said John Gee (party hereto) and George Gee now in hand at and before the sealing and delivery hereof well and truly paid The several Receipt and Receipts payment and payments of which same severall Sums of money they the said John Gee (party hereto) and George Gee and each of them doth hereby acknowledge and thereof and therefrom Release Acquit and Discharge the said Thomas Pierce Thomas Moore and Charles Bernard and every and each of them their and every and each of their Heirs Executors Adm[in]istrators and Afsigns and every of them forever by these pr[e]sents And for other good Consideracons They the said John Gee (party hereto) and George Gee (By the special direction and appointment of the said Thomas Peirce testified by his being party hereto and signing and Sealing thereof) **Have** and each of them hath Granted Released Conveyed and Confirmed And by these pr[e]sents do and each of them doth Grant Release Convey and Confirm unto the said Thomas Moore and Charles Bernard (in their actual pofsefsion now being by vertue of an Indenture of Bargain and Sale thereof to them by the said John Gee (party hereto) and George Gee made and Granted bearing date the day next before the day next before the day of the sale of these Pr[e]sents and executed before those Pr[e]sents To hold for one whole year from the day next before the day of the date of the same bargain and Sale And by vertue of the statute for transferring uses unto into pofsefsion) and unto the Heirs and Afsigns of the said Thomas Moore and Charles Bernard **All** that Ground or Close meadow or pasture ground called or known by the name of Long ffurlong containing by estimacon Six Acres (be it more or lefs) situate lying and being in the parish of Rowd aforsaid in the said County of Wilts now in the tenure occupacon or pofsefsion of the said Thomas Peirce as Tenant to the said John Gee and George Gee having a Ground or Close of meadow or pasture called also Long ffurlong now in the tenure or occupacon of Abel Gee on or towards the North east A ground or Close of meadow or pasture in the occupacon or pofsefsion of Richard Halcomb as tenant to Abigail Waterhouse Wid[ow] on or towards the North west A ground or Close in the occupacon of Henry Bristow as Tenant to the Exec[ut]ors. of John late Duke of Marlborough Dec[ease]d or so reputed towards the West A Close called the Deane towards the South e a Close of John Holding in the occupacon of the said Thomas Pierce towards the Southeast parts thereof **And Also** all those the Tenths Tyths and Tything of all and all manner of Corn Grain Hay Grass and of all and every other thing and things whatsoever tythable yearly arising coming growing renewing and increasing and which shall arise come grow renew and increase in upon or out of the said ground or Close and pr[e]mises hereby intended to be Released and every or any part thereof heretofore being part of and belonging to the impropriate Rectory or Parsonage of Rowd

aforesaid All which same Ground or Close Tenths and pr[e]mises hereby intended to be Released were given or devised to the said John Gee (party hereto) and George Gee in and by the last Will and Testament of the said John Gee Carpenter or Grandfather Together with all and all manner of Ways paths Passages hereby intended to be Released and particularly a Way and free liberty of Ingress Egress and Regress to and for the said Thomas Moore and Charles Bernard their Heirs and Assigns and their and every of their Servants and Agents with Horses Cattle Carts Carriages or otherwise to and from the same Close and pr[e]mises hereby intended to be released in upon and through Two other Closes adjoining called Long Furlongs (late also the Land of the said John Gee Carpenter) at all times and seasons whatsoever And also all and all manner of Waters Watercourses Woods Underwoods and trees and the Ground and Soil thereof Mines Metals Quarries Com[m]ons Com[m]on of pasture Easements profits Com[m]odities Advantages Emoluments Hereditaments and Appurtenances whatsoever to the said hereinbefore first mentioned Ground or Close Tenths and pr[e]mises hereby intended to be Released of every part or parcell thereof severally and respectively belonging or in any wise appertaining And the Reversion and Reversions Remainder and Remainders yearly and other Rents Issues profits and Services thereof and of every part and parcell thereof And also all the Lawfull and Equitable Estate Right Title Interest Inheritance Use Trust possession possibility property Claim and Demand whatsoever of them the said John Gee (party hereto) and George Gee or either of them their or either of their Heirs of in and to the same pr[e]mises and every or any part or parcell thereof Together with all Deeds Evidences and Writings whatsoever of or concerning the same pr[e]mises or any part thereof alone and true Copies of all other Deeds Evidences and Writings whatsoever of or concerning the same pr[e]mises or any part or parcell thereof together with and amongst any other Lands and Hereditaments To be Copied at the proper Costs and Charges of the said Thomas Peirce his Heirs and Assigns **To Have and to hold** all and singular the said Ground or Close Tenths Tyths Tything Hereditaments and pr[e]mises herein before mentioned and intended to be hereby Granted Released and Conveyed and every part and parcell thereof with respective appurtenances unto the said Thomas Moore and Charles Bernard their Heirs and Assigns forever To the only proper Use and Behoof of the said Thomas Moore and Charles Bernard their Heirs and Assigns forevermore **Nevertheless** In Trust for the said Thomas Peirce his Heirs and Assigns forever And to and for none other Use Intent or purpose whatsoever **And the said** John Gee (party hereto) and George Gee for themselves and each of them there and each of them doth hereby Covenant promise Grant and agree to and with the said Thomas Peirce his Heirs and Assigns in form following (that is to say) That at the time of the Sealing and delivery hereof they the said John Gee (party hereto) and George Gee are or one of them is lawfully rightfully and absolutely seized in their or one of their own proper right of and in the said Ground or Close Lands Tenths Tyths Hereditaments and pr[e]mises hereinbefore mentioned and intended to be hereby Released and Conveyed and every part thereof with the appurtenances of a good sure lawfull rightfull absolute and indefeazable Estate of Inheritance in fee simple without any Condition Trust power of Revocation or Limitation of Use or Uses or any other matter or thing whatsoever whereby or wherewith to after change charge determine in cumber or make void or make void or voidable the same Estate **And** that at the like time of the Sealing and Delivery hereof they the said John Gee (party hereto) and George Gee have or one of them hath good right full power lawfull rightfull and absolute authority in their or one of their own proper right to Grant Release Convey and Confirm all and Singular the same pr[e]mises hereby intended to be Released and Conveyed unto the said Thomas Moore and Charles Bernard their Heirs and Assigns in manner and form aforesaid **And** that all and singular the same pr[e]mises hereby intended to be conveyed now are and be and so from time to time and at all times forever hereafter shall and may

remain confirm and be peaceably and quietly had hold and enjoyed to and for the use and upon the trust aforesaid without any the Lett Suit Trouble Denyal molestacon Ejeccion Eviccion or Disturbance whatsoever of the said John Gee (party hereto)) and George Gee or either of them their or either of their Heires or Afsigns or of any other person or persons whatsoever lawfully Claiming or to claim by from or under them or any or either of them or by from or under the said John Gee the Grandfather or John Gee the the father or either of them **And** that ffree and Clear and freely and Clearly acquitted exonerated and Discharged or otherwise well and sufficiently saved defended pr[e]served kept harmless and indemprified by them the said John Gee (party hereto) and George Gee their Heirs Executors and Administrators of and from all and all manner of former and other Gifts Grants Bargains Sales Leases Mortgages Jointures Dowers and Title of Dower the Jointure and Dower of Phebe the now wife of the said John Gee (party hereto) Judgments Execucons Extents Debts to the Kings Majesty Recognizances Rents and Arrears of Rent And Also of and from all other Titles Troubles Charges Claims Demands and Incumbrances whatsoever either at the Comon Law or in Equity had made comitted omitted done or suffered by them the said John Gee (Party hereto) and George Gee either of them or to be had made comitted omitted done or suffered by them or either of them their or either of their Heirs or Afsigns or by any other person or persons whatsoever lawfully claiming or to claim by from or under them or any or either of them or by from or under the said John Gee the Grandfather and John Gee the ffather or either of them **And** that they the said John Gee (party hereto) and George Gee and each of them their and each of their Heirs and all and every other person and persons whatsoever lawfully claiming or to claim by from or under them or either or any of them or by from or under the said John Gee the Grandson and John gee the ffather or either of them their or either of their Heirs or Afsigns shall and will from time to time and at all times hereafter at the reasonable request and and Costs in the Law of the said Thomas Peirce his Heirs and Afsigns Do make acknowledge execute perform and suffer or cause to be done made acknowledged executed performed and suffered all and every such further and every such further and other Lawfull and reason Act Acts matters and things in the Law whatsoever for the further better and more perfect and absolute Granting Releasing Conveying and Afsigning all and singular the said Ground or Close Tenths Tyths Hereditaments and premifses herinbefore menconed and intended to be hereby Released and Conveyed with the respective appurtenances unto the said Thomas Moore and Charles Bernard their Heirs and Afsigns forever Upon the Trust aforesaid or such other person or persons as he the said Thomas Peirce his Heirs or Afsigns shall direct or appoint As by him the said Thomas Peirce his Heirs or Afsigns or his Council Attorney or Agent shall be reasonably devifed or advised and required in that behalf Be if by ffine ffeoffment or Recovery or by any other lawfull ways or means whatsoever So as such further afsurances or afsurancess do not contain in them any further or other Covenant or Warranty than against the respective act or acts of the person or persons required or requirable to execute the same And so as the person or persons required or requirable to do such further act or acts be not compelled or compellable to travell above the spare of Twenty Miles from the place or places of his her or their usual abode for the doing thereof Which same further afsurances and afsurancess and all other afsurances and afsurancess already or hereafter to be had acknowledged levyed or suffered of the same pr[e]mifses and every or any part thereof by the said parties hereto or any of them or any of their Heirs and these presents shall be and enure and is and are hereby declared to be and shall be and enure to and for the sole and only proper use Benefit and and Behoof of the said Thomas Moore and Charles Bernard their Heirs and Afsigns forever (Subject nevertheless to the Trust aforesaid) and to and for none other Use intent or purpofe whatsoever **In Witnefs** whereof all the said parties to these pr[e]sents have hereunto set their hands and Seals the day and year first above written.

On the reverse of this Indenture the Attorneys (Jno. Locke Jun. & Wad. Locke)
added and signed the following memorandum.

Memd. That whereas the pr[e]mises within menconed to be conveyed were & yet are in mortgage (together with other lands & hereditaments) to the within named Thomas Peirce & one John Allen as Exectrs. Of the last will & Testament of Robert Croke deced. for securing the payment of ffourscore pounds and Interest and other sums inall amounting to One hundred pounds or thereabouts Now it was before the sealing & Delivery of this Deed declared bt the within named John Gee party to the same Deed that the said monys yet remain due And that the said John Gee did agree that the Exectrs. Should be paid the same And that the other Lands & hereditaments in mortgage as aforesaid should stand ingaged for securing the repayment of the same & all Interest accruing & accrue due therefore And then Signed Sealed & Delivered by the within named John Gee party to the same Deed (being first duely stamped) in the presence of

Notes:

Abel Gee – Son of John Gee (Carpenter).

Married Elizabeth Halcomb on 2 September 1711 at Corsham, Wilts.

John Gee – Baptised 7 February 1707 at Rowde. (Parents John, Husbandman & Elizabeth Gee)

Married Phebe Cove on 15 September 1728 at Rowde.

Buried 14 May 1775 at Rowde.

John Gee – died 26 May and buried at Rowde 29 May 1711 (Husbandman).

John Gee – died 4 May and buried at Rowde 6 May 1716 (Carpenter).