

This Indenture Tripartite made the Fourth day of April in the first 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 [etc Anno Dmi?] one thousand seven hundred and twenty eight **Between** Richard Newman of North Cadbury¹ in the County of Somerset Gent of the first part ~ John Bull of North [Town?] within the parish of North Cadbury aforesaid Yeoman & Mary Bull of the same Spinster daughter of said John Bull of the second part and John Bull the younger of the same place Yeoman Son of the said John Bull and brother of the said Mary Bull & Thomas Newman of [Coverd?]² in the County of Gloucester Gentleman of the third part **Whereas** there is a Marriage intended by God's grace shortly to be made & solemnized by and between the said Richard Newman & the said Mary Bull **Now This Indenture Witnesseth** that the said Richard Newman for & in consideration of the intended marriage & the sum of three hundred pounds of lawful money of Great Britain to him in hand paid by the said John Bull the elder before the sealing and delivery of these presents for & as a Marriage Portion with the said Mary Bull the receipt whereof is hereby acknowledged & also in consideration of the sum of five shillings of like money by him had & Noted of & from the said John Bull the younger & Thomas Newman before the sealing and delivery of these presents the Receipt whereof is hereby also acknowledged & for Settling & [Assitring?] of all and singular the Messuages Lands & Tenements hereinafter mentioned to be conveyed to the uses intents and purposes & under the Trusts in & by these presents limited & professed & declared & for other causes him moving He the said Richard Newman **hath** granted bargained sold aliened released & confirmed & by these presents doth grant bargain sell alien release & confirm unto the said John Bull the younger and Thomas Newman in their actual profession being by virtue of a Bargain & Sale thereof to them made bearing date the day next before the day of the date of these presents **To Hold** for one year from the day next before the day of the date of the said Recited Indenture of Lease or Bargain & Sale & by virtue of the Statute for transferring of uses into possession & to their heirs **All** those his the said Richard Newman's messuages or tenements with the appurtenances situate lying and being at Marsh³ in the parish of Horsington in the said County of Somerset late in the tenure or occupation of Thomas Burge Gent his Tenants or Assigns & [new?] or late in the tenure or occupation of the said Richard Newman his Assignee or Assigns Tenants or Undertenants and also all of the six Closes of pasture ground called [Home Groin?] lying in the north & west sides of the said messuages containing by estimation forty five acres (both same more or less) one close of meadow called Studham Mead containing by estimation six acres (both same more or less) and also six acres of meadow lying in the Common Meads belonging to the Manor of Horsington called Broadmead Ballmead South Moor and Withy Mead and also common of pasture for thirteen oxen and five [Horse Beasts or Runners?] in and upon certain waste Ground or Common called Oxen Leaze lying in the parish of Horsington aforesaid which said last mentioned premises were heretofore part of or reputed part of the said Manor of Horsington and are situate within the Parish of Horsington and County of Somerset aforesaid and late in the possession or occupation of the said Thomas Burge his tenants or assigns and now or late in the tenure or possession of the said Richard Newman his Tenant or [Truss?] Assignee or

¹ Richard Newman was born around 1697 and died sometime after 1742. He

² This Thomas Newman was almost certainly Richard's brother who was rector of Colefoot (probably Coleford) in Gloucestershire.

³ Presumably this refers to lands in and around Horsington Marsh adjacent to Gould's House where Richard and Mary lived.

Assigns And all houses Outhouses and Edifices Buildings Courts Yards Bartons Backsides Orchards Gardens trees woods and underwoods and the Grounds & Soil of the same ground and right of [Common?] ways paths passages waters watercourses watering places Easements profits commodities Emoluments Advantages Hereditaments Appurtenances whatsoever to the said Messuages or Tenements and premises or any part of parcel thereof or belonging or manywise appertaining and the Reversion and Reversions Remainder and Remainders Rents profits issues & services of all and Singular the same premises and all the estate rights title interest use property challenge claim and domain whatsoever either in Law or equity of him the said Richard Newman of into or out of all & singular the same Messuages or Tenements Lands & premises & any part of parcel thereof **To Have and to Hold** all and singular the same be hereby granted bargained sold aliened released and confirmed every part & parcel thereof with their Appurtenance unto the said John Bull the younger & Thomas Newman their heirs and assigns for ever To the uses intents and purposes and under the Trusts hereinafter limited expressed and declared (that is to say) to the use and Behoof of the said Richard Newman his heirs & assigns until the said intended Marriage shall take effect & from & after the Solemnization of the said Intended Marriage Then to the use & Behoof of the said Richard Newman his heirs & assigns for and during the term of his natural life without [Impeachment of Wast?] & from & after the decease of the said Richard Newman to the use & behoof of the said Mary Bull intended wife of the said Richard Newman & her [or?s] for & during the term of her natural life in full for her Jointure & in recompense & Bar of her dower & thirds? at Common Law [which?] she shall or may have a claim out of all or any the xx. Lands Tenements or Hereditaments where of or wherein the said Richard Newman shall or may have or claim any estate of Inheritance during the intended [Coverture?] between them & from & after the several deceases of them the said Richard Newman and Mary Bull his intended wife to such uses intents & purposes & under such Trusts & Subject and liable to such provisos charges & conditions as he the said Richard Newman by his last will & testament in Writing or by any Writing or Writings purporting to be his last will & Testament & Signed by his by him with his name or mark of his own proper hand Writing or marking & Sealed by him in the presence of three or more reliable Witnesses thereunto shall him direct or appoint the Same and for default of Such limitation direction or appointment to the use and behoof of the Right heirs of him the said Richard Newman for ever and to for or upon no other use Trust intent or purpose whatsoever **And the** said Richard Newman for himself his heirs Executors & Administrators doth covenant promise grant & agree to & with the said John Bull the younger and **Thomas Newman** their heirs and assigns by those [p?ents?] in manner & form following (that is to say) that the said Richard Newman is seized in this demesne as of fee of an absolutely indefeasible estate of inheritance to the use of him & his heirs of all & singular these Messuages or Tenements meadows pastures & premises mentioned or Intended to be hereby granted bargained sold aliened released & confirmed with their & all & every of their Rights Members & appurtenances **And That** all & singular the same premises shall & lawfully may from time to time and at all times from & after the date of these presents peaceably quietly remain [to him us?] & be unto the said John Bull the younger & Thomas Newman their heirs & assigns forever under th Trusts & to the uses intents & purposes herein before limited expressed & declared according to the true intent & meaning of these presents free & clear or freely & clearly acquitted & discharged by him the said Richard Newman his heirs [etc?] or Administrators of & from all manner of former & other Gifts Grants Bargains Sales Acts Titles Troubles? charges & encumbrances whatsoever had made committed admitted?

confessed Acknowledged done Suffered or consented by him the said Richard Newman **And** to [the?ut?] any [lawfullest?] or Interruption whatsoever of or by him the said Richard Newman or any person or persons lawfully or rightfully claiming or to claim from by or under him the said Richard Newman **And that** he the said Richard Newman & all lawfully or rightfully claiming or to claim from by or under him shall & will from time to time & at all times from and after the date of these presents on the reasonable request of the said John Bull the younger & **Thomas Newman** or the Survivor of them his heirs or assigns & at the Costs and Charges in the law of him the said Richard Newman his heirs Executors or Administrators make {do & levy?} Acknowledge execute & Suffer or cause or procure to be made done levied acknowledged executed Suffered all & every Such further & other lawful & reasonable Acts thing & things Assurance & Assurances in the law whatsoever for the further better & more perfect granting Settling & Assuring of all and singular the same premises with their appurtenances under the Trusts & to the uses intents & purposes in & by these presents limited expressed & declared according to the true meaning of these presents as by the counsel learned in the law of the said John Bull the younger & **Thomas Newman** or the survivor of them his heirs or Assigns shall be reasonably devised or advised and by them or the Survivor of them his heirs or Assigns tendered or required so as such further assurance or assurances contain not nor [imply?] any further or other more general Warranty or Covenants then is & are herein comprised and so as the parties thereunto be no compelled or compellable to travel for the doing thereof above the space of ten miles from their respective dwelling places which said the further and other assurance & assurances of the [promises?] if any shall be made shall be & [enure?] and shall be deemed adjudged construed & taken to be & [enure?] and is and are hereby & by all & every the said parties to these presents declared to be & [enure?] to the uses intents and purposes & under the Trusts herein before limited expressed & declared And for the Corroborating of these presents and to for or upon no other use Trusts intent & purpose whatsoever All Witness whereof all the said parties first above named to each part of this Indenture Tripartite have set their Hands and Seals the day and date and year first above written.
