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**Title of Document:** Conveyance of a Cottage in Hevingham

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*Cover.*

No 203 (*Parmeter Sol. Aylsham*)

George Drury

to

Conveyance of a Cottage in Hevingham

James Gilham

Dated 17<sup>th</sup> February 1851

Fols.20/Enqs

Stamps Parchment £1&£0/15/.	1.15.0
	<u>   1.6</u>
	£1.16.6

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This Indenture made the 30<sup>th</sup> Day of July AD 1849 Between George Drury of Hevingham in the County of Norfolk, Broom-maker of the 1<sup>st</sup> Part, Charles Shaw of the City of Norwich a Lieutenant in the Royal Navy of the 2<sup>nd</sup> Part, James Gilham of Marsham in the said County, Labourer of the 3<sup>rd</sup> Part and Edward Easton of Cawston in the said County, Yeoman of the 4<sup>th</sup> Part.

Whereas by an Indenture of Feoffment (perfected by Livery of Seizin) bearing Date the 24<sup>th</sup> Day of October 1803 and made between Joseph Alderson, Clerk and Thomas Rackham, Gent. (Visitor and Guardian of the Poor of Hevingham aforesaid) of the one part and the said George Drury and Samuel Jeffery Shaw Gent. (since deceased) of the other Part the said Cottage and Land hereinafter described were by virtue af on Act of Parliament passed in the 22<sup>nd</sup> year of His Late Majesty King George 3<sup>rd</sup> conveyed by the said Joseph Alderson and Thomas Rackham unto and to the use of the said George Drury and Samuel Jeffery Shaw and Heirs and Assignees of the said Samuel Jeffery Shaw In Trust nevertheless as to the Estate and Interest of the said Samuel Jeffery Shaw his Heirs and Assignees therein to the absolute use of the said George Drury his Heirs and Assignees.

And whereas the said Samuel Jeffery Shaw died on the Day of November 1820 intestate leaving the said Charles Shaw, his eldest Son and Heir at Law him surviving. And whereas the said James Gilham hath contracted with the said George Drury for the absolute Purchase of the Cottage aforesaid hereinafter described

at the price of £40.

And whereas the said Charles Shaw hath agreed to concur in these Presents for the purpose of conveying all such Estate and Interests as is vested in him as Heir at Law of the said S J Shaw under the said recorded Indenture of Feoffment.

Now this Indenture Witnesseth that in Consideration of the Sum of £40 of lawful (CNR1) by the said James Gilham to the said George Drury at or before the sealing and delivery of the presents well and truly in hand paid the Receipt (CNR1) the said George Drury doth hereby acknowledge and therefrom and from every Part thereof acquit (CNR1) and discharge the said James Gilham his Heirs Executors and Administrators for ever hereafter and also in consideration of the 10% of like lawful money by the said J Gilham to the said C Shaw at the same (CNR2) the (CNR1) which is hereby acknowledged they, the said G Drury and Charles Shaw according to their respective Estates and Interests (and as to the said Charles Shaw not by way of warranty but at the Requests of the said G Drury testified by his executing these Presents) Do hereby respectively grant and convey unto the said James Gilham his heirs and assignees All that Cottage or Tenement situate lying and being in Hevingham aforesaid formerly in the Occupation of William Gillam and now of the said George Drury with the Outhouses, Yard, Garden, Land and Appurtenances thereto belonging.

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And the Reversion and Reversions, Rent and Rents thereof. And all the Estate, Right, Title, Interests, Trust, Property, Claim and Demand whatsoever of them the said George Drury and Charles Shaw or either of them both legal and equitable of, in, to or out of the said Premises. To have and to hold the said Cottage and Premises hereby conveyed or intended so to be with their appurtenances unto the said James Gilham, his heirs and Assignees. To the Use of such Person or Persons for such Estate or Estates Interest or Interests and to and for such Ends, Intents and Purposes and in such Manner and Form as he the said James Gilham by any Deed or Deeds in writing to be sealed and delivered by him in the Presence of and attested by one or more credible witness or witnesses shall from time to time or at any time direct or appoint.

And in Default of and until such Direction or Appointment and subject also thereto To the Use and Behoof of the said James Gilham and his assignees for and during his Life and from and after the Determination of that Estate by any means in his lifetime. To the Use and Behoof of the said Edward Easton and his heirs during the natural Life of the said James Gilham In Trust nevertheless for and for the only Benefit of the said James Gilham and his assignees. And

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from and after the Determination of the Estate so limited to the said Edward Easton and his heirs as aforesaid. To the only proper use and Behoof of the said James Gilham and of his heirs and assignees for ever.

And the said James Gilham doth hereby declare the no Woman who may become his Widow shall be entitled to Dower of fo the said Hereditaments or any Part thereof. And the said George Drury doth hereby for himself, his heirs, Executors and Administrators covenant and agree with the said James Gilham, appointees, heirs and Assignees that (notwithstanding and Act, Deed, Matter or Thing whatsoever by him the said George Drury, or by the said S J Shaw, done, committed or suffered to the Contrary) they the said George Drury and Charles Shaw now have in themselves or one of them now hath in himself good Right and full power to convey the said Cottage and Premises with their Appurtenances to the Uses and in the Manner aforesaid according to the true Intent and Meaning of these Presents.

And further that it shall be lawful for the said James Gilham, his Appointees, heirs and Associates from Time to Time and at all Times hereafter peaceably and quietly to hold and enjoy the said cottage and Premises with their Appurtenances and to use and take the Rents and Profits thereto for his and their own use and Benefit without any Molestation or disturbance of, from or by the said George Drury, his heirs or Assignees or any other Person or Persons whomsoever lawfully claiming or to claim by, from, under or in Trust for him or them. And that free and clear of, from and against all former and other Charges and Incumbrances whatsoever at any Time or Times heretofore had made, done, committed or

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suffered by the said George Drury and S J Shaw or any other Person or Persons whomsoever lawfully or equitably claiming or to claim by, from, under or in Trust for him or whomsoever of them.

And lastly that they the said George Drury and Charles Shaw and their heirs and all and every Person or Persons whoever lawfully claiming or to claim any Estate or Interest either at Law or in equity in, to or out of the said Cottage and Premises or any Part thereof by, from, under or in Trust for them or either of them or their or either of their Heirs shall and will from Time to Time and at all Times hereafter at the Request and Changes of the said James Gilham, his appointees, Heirs or Assignees make do and execute or cause to be made done and executed all such further and other lawful and reasonable Acts, Deeds, Conveyances and Assurances in the law whatsoever for the further or (CNR1) satisfactorily granting or otherwise assuring the said Premises with their Appurtenances.

To the uses upon the Trusts for the Ends, Intents and Purposes aforesaid according to the true Intent and Meaning of these Presents. As by the said James Gilham, his appointees, Heirs or Associates shall be reasonably devised or advised and required.

And the said Charles Shaw doth hereby for himself, his Heirs, Executors and Administrators covenant and agree with the said James Gilham, his appointees, Heirs and Associates (CNR1) the said C Shaw hath not at any Time heretofore made, done, concurred or willingly or knowingly suffered any Act, Matter or Thing whatsoever by means whereof the said Cottage and Premises heretofore described have been in any manner impeached, charged or prejudicially affected. In Witness etc.