

DEEDS FOR 38 NEWCOMEN ROAD  
[Owned by Dr. McConaghey]

1.

19.1.1789 Indenture of Sale between 1. John Smith of Dmth. Mariner eldest son & heir of Granfill Smith late of Dmth. carpenter deceased  
and 2. Nicholas Brooking of Dmth. Esquire (son in law of the sd. John Smith)

In performance of a promise made by John Smith to Nicholas Brooking and of the natural love he has for Nicholas Brooking, and of TEN SHILLINGS by him paid to John Smith at or before the sealing and delivery hereof ..... John Smith grants to Nicholas Brooking his heirs and assigns for ever:

DESCRIPTION: All those two messuages or dwelling houses and one toftstead and all those three gardens lying behind the three messuages or toftstead one of which houses with the garden behind was formerly in the possession of Dorothy Cape widow afterwards of Richard Blackford and late of Granfill Smith the other of the said houses with garden behind was formerly in the possession of Weltham Littlejohn deceased and the toftstead with garden behind was formerly in the possession of Widow Browne deceased

ALL which messuages lie contiguous and adjoining in the parish of St. Petrox and Borough of Dartmouth and were formerly possessed by John Furze esquire deceased and afterwards of John Worth esquire also deceased who married the daughter and only child of John Furze since of John Furze esquire grandson of the sd. John Furze and were purchased from Simon Worth and others by the sd. Granfill Smith and are bounded by:

BOUNDS: lands of the parish of Stoke Fleming formerly in possession of Thomas Peek but now of Henry Phillips Officer of the Customs on the south

the street called Above Town on the west

the street leading to St. Petrox Church on the east

the lands late of Cathering Phipps, formerly of Wheeler, on the north

together with all outhouses, paths etc. whatever thereto belonging

And John Smith appoints Arthur Holdsworth Brooking and Robert Newman gentlemen his lawful attornies upon the sd premises to hold for the use of Nicholas Brooking.

[Note by RF: The only payment mentioned is 10/- and the 'natural love' for his son-in-law Nicholas Brooking - a most unlikely sum to pay for these valuable properties. The purpose of appointing his attornies to hold them for John Smith but for the use of Nicholas Brooking is to evade tax. If the seller was not in occupation of the property at the time of the sealing of the document it did not have to be paid but the property was passed to the new owner.]

[This document gives a long run of previous owners of the properties, which can be checked against other lists of names e.g. those who paid land tax, or window tax.]



Whereas Nicholas Brooking is seised in fee simple of the messuages to be conveyed by a mortgage to Mary Bundock made on 27.12.1862 for £300 plus interest, and whereas Mary Bundock died on 27.6.1863, leaving in a will her estates in trust to Richard Codner, who has proved her will,

Nicholas Brooking has agreed to sell the property absolutely to John M. Puddicombe for £500 now he pays Richard Codner the £300 due to Mary Bundock and Puddicombe pays Brooking £500

DESCRIPTION OF PROPERTY: Messuage and dwelling house with gardens and outbuildings belonging at South Town now in occupation of John M. Puddicombe and also two cottages or dwelling houses at Bearscove now in occupation of Palfrey and Moses as tenants together with all buildings gardens ways paths passages quays etc.

MEMORANDUM on back of Indenture:

That the houses and Garden between Higher St. in South Town and Bearscove Quay, part of the property comprised in the deed, were by Indenture dated 17.4.1865 conveyed by John M. Puddicombe to Hugh Mair Esq. for £250 and by another indenture of same date Puddicombe covenanted with Hugh Mair for the production of the within Indenture.

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29.3.1864 Indenture of Mortgage between 1. John Morgan Puddicombe, surgeon  
and 2. John Huxham of Dmth Chemist & druggist

Huxham lends Puddicombe £350 @ 5% on the security of property described below:

DESCRIPTION

Messuage or dwelling house with garden behind, stables coach house and outbuildings thereto at South town

- bounded on the east by the highway leading from Higher Street to Warfleet
- on the south by house the property of the Feoffees of Stoke Fleming
- on the west by the highway called Above Town otherwise behind the gardens
- on the north by a house and garden, the property of Henry Foale

with all ways, rights, appurtenances etc. TERM: 5,000 years!

[N.B. does not include the cottages on Bearscove.]

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22.1.1885 Indenture of sale Between 1. John Morgan Puddicombe Surgeon Apothecary and Accoucheur





- 16.9.1908 By her last will H. B. T. Soper appointed her son Gerald Morgan Soper and Harry Marsh Turnor Steamship Agent executors, and gave the house and garden adjoining Prospect House then occupied by Mr. Gilbert to G.M.Soper in fee simple.
- 16.10.1910 H. B. T. Soper died at Prospect House, Dartmouth.
- 10.5.1910 Probate of her will granted to her executors.
- 1.11.1919 By his will G. M. Soper appointed his sisters Elsie C. Wood and Helen Blanche Sydney Wood executors.
- 3.11.1919 G. M. Soper died.
- 1.1.1920 Probate of his will granted to his executors.

25.3.1920 Conveyance between 1. Elsie C. Wood, wife of Alexander D. Wood of Minehead Bank Manager and Helen B.S. Edwards wife of Kenneth J. D. Edwards of Plymouth Bank Accountant

2. Max F. Tylor of Dartmouth Physician & Surgeon

Consideration: £2,900

Description: All that dwelling house & garden at South Town with street frontage of 32 ft and extending back to Above Town, then occupied by Mr. Gilbert

By Memo of 24.6.1924, 1. Max F. Tylor sold to 2. Laura F. Arnold a portion of the above premises consisting of a dwelling house and yard behind it.

MAP.

Newcdeeds10 DEEDS FOR 38 NEWCOMEN ROAD  
[Owned by Dr. McConaghey]

2.2.1937 CONVEYANCE between 1. Max Forster Tylor of DMTH Physician and surgeon (Vendor)

and 2. William Herbert Green of DMTH Physician and surgeon (Purchaser)

Vendor agrees to sell to purchaser for £1,600 property known as Prospect House.

Description: MAP

Messuage or dwellinghouse with gardens and Garages belonging now in occupation of the Purchaser ..... described in plan drawn hereon and coloured yellow and pink..... with use of drainage enjoyed in common with owner of premises adjoining on north.

Vendor covenants with Purchaser not at any time after to erect any other buildings on land coloured blue on plan (other property of Vendor) at greater height than present bungalow, the height of which is not at any time hereafter to be increased.

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DEEDS FOR 38 NEWCOMEN ROAD  
[Owned by Dr. McConaghey]

1939 ABSTRACT OF TITLE of W. H. Green to Freehold Premises at 38 Newcomen Rd.

21.1.1885 Conveyance between 1. John Morgan Puddicombe of DMTH, Surgeon Apothecary and Accoucheur  
2. Henry Square of DMTH Solicitor  
3. Robert Wills Soper of DMTH Surgeon Apothecary and Accoucheur  
4. Helen Blanche Torre Soper wife of R.W. Soper

J. M. Puddicombe owns the premises below described, and H.B.T.Soper was his daughter, and by agreement during his life in consideration of rent paid to J.M.Puddicombe by H. Square, he conveyed to H. Square:

Description: Dwellinghouse with Garden cottage and stable in Newcomen Rd. bounded by  
- on the east Newcomen Road  
- on the west by Above Town  
- on the north by property of Mrs. Caroline Soper  
MAP - on the south by property of Feoffees of Parish of Stoke Fleming.

Coloured pink on plan attached.

To be paid to J.M. Puddicombe for his life, afterwards to his daughter H.B.T.Soper for her separate property under the Married Womens Property Act 1882.

17.4.1885 J. M. Puddicombe died at 94 West End Terrace London

20.7.1885 Probate granted to R.W. Soper one of executors of will.

By will of this date H.B.T. Soper appointed son Gerald Morgan Soper and Harry Marsh Turnor of DMTH Steamship Agent executors of her will and bequeathed the house she then resided in known as Prospect House with garden to use of G.M.Soper in fee simple.

16.2.1910 H.B.T.Soper died at Prospect House Dmth.

10.5.1910 Probate of will granted to executors named in will

1.11.1919 By will of G.M. Soper his sisters Elsie Caroline Wood and Helen Blanche Sydney Edwards appointed executors

- 3.11.1919 G.M.Soper died at Prospect House, Dmth
- 1.1.1920 Probate of will of G.M.Soper granted to E.C. Wood and H.B.S.Edwards
- 25.3.1920 Conveyance between E.C.Wood wife of A.D.Wood of Minehead, bank manager and H.B.S.Edwards wife of K.J.D.Edwards Accountant of Plymouth (Vendors) and Max Forster Tylor of Dmth, physician & surgeon, (Purchaser.)
- For price of £2,900
- Description: Dwelling house garden and stable known as Prospect House then in occupation of Purchaser ..... shown in the attached plan coloured pink
- 2.2.1937 CONVEYANCE between 1. M.F.Tylor, Vendor  
and 2. William Herbert Green of Dmth Physician and Surgeon, Purchaser
- Price: £1,600 premises conveyed in fee simple from Vendor to Purchaser:
- MAP Description: Dwelling house with gardens and garages known as Prospect House then in occupation of purchaser described in plan attached and coloured yellow and pink
- COVENANT by Vendor not to erect any other buuildings on land coloured blue on plan at greater height than that of existing bungalow.
- 2.2.1937 MORTGAGE between W.H. Green (Mortgagor) and National Building Soc. (the Society) for loan of £1,280 at interest on security of premises.
- Newcdeeds12 DEEDS FOR 38 NEWCOMEN ROAD  
[Owned by Dr. McConaghey]
- 1939 ABSTRACT OF TITLE of M.F.Tylor to FREEHOLD GARDEN AT REAR OF  
No. 1 SOUTH TOWN and adjoining  
No. 38 NEWCOMEN ROAD.
- 28.5.1877 Will of R.W. Soper gave all his real estate to his wife Helen Blanch Soper. who was appointed executrix.
- 11.8.1896 Charity Commissioners gave permission for Stoke Fleming Parish Church lands Charity to sell dwelling house & garden at South Town extending back to Above Town then rented to Mr. Gilbert.
- 25.9.1896 Trustees of Stoke Fleming Church Lands Charity sell to T.O. Veale the house and  
25.9.1897 garden in South Town with frontage of 32 feet extending back to Above Town.
- 9.2.1900 Conveyance by T.O.Veale, for £300, to R.W.Soper of above property.

- 24.6.1924 Memorandum: M.F. Tylor sells to Laura F. Arnold a portion of above premises, consisting of dwelling house and yard behind.
- 16.2.1910 H.B.T.Soper died at Prospect House Dmth.
- 10.5.1910 Probate of will of H.B.T. Soper granted to her executors.
- 1.11.1919 By will of G.M.Soper his sisters Elsie C. Wood and Helen B. S. Edwards appointed executors.
- 3.11.1919 G.M.Soper died.
- 1.1.1920 Probate of will of G.M. Soper granted to his executors.
- 25.3.1920 Conveyance by Elsie C. Wood and Helen B.S. Edwards to M. F. Tylor for £2,900 of dwelling house and garden at South Town with street frontage of 32 ft. extending back to Above Town then occupied by Mr. Gilbert and shown on the plan with these presents coloured PINK.
- MAP
- 24.6.1924 COPY MEMORANDUM M. F. Tylor sold to Laura F. Arnold a portion of the above premises consisting of a dwelling house and yard behind.

Newcdeeds13 DEEDS FOR 38 NEWCOMEN ROAD  
[Owned by Dr. McConaghey]

- 19.7.1939 CONVEYANCE Between 1. William Herbert Green of Prospect House  
38 Newcomen Rd. Physician & Surgeon,  
Vendor
- And 2. Richard Maurice Sotheron McConaghey of  
St. Blazey, Par, Cornwall, Medical  
Practitioner, Purchaser.

Vendor, the owner, agrees to sell the property described below in fee simple for £2,200.

DESCRIPTION: Property known as Prospect House, 38 Newcomen Rd. more particularly described in conveyance of 2.2.1937 between M. F. Tylor and the Vendor. Together with restrictive covenant by M.F.Tylor contained therein.

- 18.3.1969 CONVEYANCE by R.M.S. McConaghey to William Neal and Doris A. Neal the westernmost portion of the land described in the Conveyance, having a depth from west to east of 54 ft. 8 inches. Rights of drainage passing through or under adjoining property.

Newcdeeds14 DEEDS FOR 38 NEWCOMEN ROAD  
[Owned by Dr. McConaghey]

1939 ABSTRACT OF TITLE of Dr. W.H. Green to freehold premises at 38 Newcomen Rd.

22.1.1885 CONVEYANCE between 1. John Morgan Puddicombe, Surgeon Apothecary & Accoucheur  
2. Henry Square, Solicitor  
3. Robert Wills Soper, Surgeon Apothecary and Accoucheur  
MAP  
4. Helen Blanch T. Soper

Recites that J. M. Puddicombe was the owner of the premises to be conveyed. H.B.T. Soper was the daughter of J.M.Puddicombe. By agreement between the parties in considn. of rent of £65 paid to J.M.Puddicombe during his lifetime by H. Square & heirs, he conveyed to H. Square -

DESCRIPTION: Dwelling house with Garden Cotte & Stable in Newcomen Rd.  
bounded - on east by Newcomen Rd.  
- on west by Above Town  
- on north by property of Mrs Caroline Soper  
- south by Feoffees of Parish of Stoke Fleming

After death of J.M. Puddicombe to use of H.B.T. Soper as her separate property within meaning of Married Womens Property Act 1882.

17.4.1885 J. M. Puddicombe died at 24 West End Terrace London.

20.7.1885 Probate granted to Robert Wills Soper, one of executors of will.

By will of this date H.B.T.Soper appointed son Gerald Morgan Soper and Harry Marsh Turner Steamship Agent executors and devised house in which she then resided, "Prospect House", to G. M. Soper in fee simple.

16.2.1910 H.B.T.Soper died at Prospect House Dmth.

10.4.1910 Probate of will of H..B.T.Soper granted to her executors.

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1.11.1919 By will of this date G.M. Soper appointed his sisters Elsie C. Wood and Helen B.S. Edwards executors.

3.11.1919 G.M.Soper died at Prospect House, Dmth.

1.1.1920 Probate of will of G.M.Soper granted to his executors.

25.3.1920 CONVEYANCE by 1. Elsie C. Woods and Helen B. Edwards, vendors  
to 2. Max Forster Tylor, Physician & Surgeon, purchaser,

Consideration: £2,900 in fee simple

DESCRIPTION: Dwelling house with garden and stable belonging known as Prospect House at Newcomen Rd. Dmth, then in occupation of purchaser shown on plan attached, coloured pink.  
MAP

2.2.1937 CONVEYANCE by 1. Max Forster Tylor, Vendor  
to 2. William Herbert Green of Dmth Physician &  
Surgeon, Purchaser,

Consideration: £1,600

MAP

Description: Dwelling house with gardens and garages belonging known as Prospect House in occupation of Purchases shown on PLAN coloured yellow and pink .

Covenant by Vendor for benefit of Purchaser and successors in title not at any time to erect any other buildings on land coloured blue on plan at greater height than that of existing bungalow, the height of which was not at any time after to be increased.

2.2.1937 MORTGAGE between 1. W.H.Green, Mortgagor  
and 2. National Building Society of National House,  
Moorgate London,

In Consideration of £1,280 paid, 1. the Mortgagor covenanted with the Society for repayment of interest, 2. Mortgagor as beneficial owner charged by way of legal mortgage all the property described in schedule with payment to the Society of the principal sum ..... due to the society.

20.7.1939 Acknowledged by National Building Society of receipt of £1,278.0.7 representing the aggregate sum remaining owing on the charge, payment having been made by the mortgagor.

Newcdeeds15 DEEDS FOR 38 NEWCOMEN ROAD  
[Owned by Dr. McConaghey]

18.3.1968 CONVEYANCE between 1. Richard Maurice Sotheron McConaghey of  
Prospect House, 38 Newcomen Rd. Medical  
Practitioner, Vendor  
and 2. William Neal of Canterbury and his wife Doris  
Adelaide Neal, Purchasers

1. Price: £1,750

DESCRIPTION: Piece of land fronting partly on Above Town and formerly comprising part of the curtilage of the Vendor's house known as Prospect House, which piece of land is bounded by:

- on the north by the garden of Hedley House, No. 37 Newcomen Road,
- on the south by the house known as No 61 Above town
- on the east by the lower terrace of the garden of Prospect House
- on the west partly by Above Town and partly by the house known as No. 59

MAP

for purposes of identification only shown edged red on PLAN hereto annexed.

Right to connect into passage of water and sewage through or under said piece of land and adjoining property

2. Purchasers .....and their successors in title covenant with Vendor that they will observe the stipulations and restrictions in relations to the property set out in First Schedule hereto.
3. Vendor for himself and successors in title covenants to keep sewer passing through or under adjoining property in good repair.
4. Agreed that the retaining wall on eastern or south-eastern boundary shall belong to that property and be repaired and maintained by the Purchasers and successors in title.
5. The Purchasers declare as follows: -
  - a. They shall hold the property conveyed upon trust to sell same .....and shall hold the net proceeds of sale as capital, and the net rents until sale upon trust for themselves as joint tenants.
  - b. Until the expiry of 21 years from the death of the survivor of the Purchasers the trustees of this deed shall have power to sell, mortgage lease or otherwise dispose of all or any part of the property hereby conveyed with all power of absolute owner.
6. Vendor acknowledges right of Purchasers to production of documents mentioned in First Schedule.
7. Certified that the transaction effected does not form part of a larger transaction of of which value exceeds £5,500.

#### FIRST SCHEDULE

1. To close opening in eastern boundary of land conveyed between points marked B and C on plan, and, within 2 months of completion of dwelling house on land conveyed a stone wall between points marked A, B & C on eastern side of land.
2. Not to erect a building of more than one single storey house, with necessary garage outbuildings greenhouse in accordance with plans approved by Vendor.
2. No chimneys or flues to be used in the building or any water system heated by combustible materials.
3. No trade or business to be carried on upon the said land or any thing which shall be a nuisance of owners or occupiers of adjacent land.

#### SECOND SCHEDULE

List of Documents from 2.2.1937 to 7.3.1961.

21.1.1986 DEED OF EXCHANGE between 1. Lloyds Bank PLC of Plymouth, Vendor  
and 2. J. Atkins & Co. Ltd., Victoria Rd. Dmth,  
Purchaser.

WHEREAS 1. R.M.S. McConaghey late of Prospect house died on 21.8.1975 leaving by his will the Vendor to be his sole Executor,  
2. He owned in fee simple the house known as Prospect House with garage space and flats adjacent and the gardens used with them,  
3. The house has been divided into the house known as Prospect House and two self contained maisonettes known as Flats 1 and 2, the Mews, Southtown.  
4. The Vendor has not given any Assent affecting the house or any part of it,  
5. The Vendor and Purchaser have agreed to exchange properties as described below:

MAPS - PLANS A & B.

£47,000 paid by Purchaser to Vendor by way of quality of exchange.

(Reiterates previous covenants, divisions between properties, rights as to passage of sewage and water etc.)

First Schedule: 3-Storey house known as Prospect House shown edged in blue on Plans A & B to be conveyed, while the garage space, staircase and first and second floors or two flats with garden coloured red are retained by the Vendor.

Second Schedule: In exchange for 49B Lake Street together with the building to be erected thereon, comprising one half of property formerly known as the Ropewalk.

Third Schedule: rights of easements, support, passage of gas electricity water soil workmen materials etc. to be passed on to future purchasers.

Prospect House as described above to be exchanged for 49B Lake St. and Purchaser to pay to Vendor £49,000 in addition.

Rutland deeds

DEEDS FOR 38 NEWCOMEN ROAD  
[Owned by Dr. McConaghey]

INDENTURE OF 1679

[Found in collection of deeds relating to 38 Newcomen Rd. but unrelated to that property]

Extracts from this document:

This Indenture tripartite made the 21 day of Sept. in the 19<sup>th</sup> year of the reign of Charles II [1679] between 1. THOMAS ALLON (or Allen) of BRAUNSTON in the county of RUTLAND yeoman and Isabell his wife  
2. EDWARD CLEAPOLE of the same town and county and Mary his wife, victualler

3. EDWARD CHESELDINE of ?Buston [Ouston] in the county of Leicester gentleman

Consideration: £22.10s paid to Thomas Allon by Edward Cheseldine

Description:

All that one Barne consisting of three bayes of building being parcell of the messuage or tenement whereon the sd. Edward Cleapole now dwells in Braunston in Rutland and also

One orchard adjoining the said Barne conteyning half an acre .....as the same orchard is now staked out and divided from the entrance and yard now in the occupation of Thomas Allon and one rood or parcell of grasse ground conteyning one rood and half .... lying at the north end of the said first mentioned orchard next to the tenement late in possession of Jane Burton Widow towards the north parte, and also all that west parte of the yard belonging to the sd. messuage being in length 86 foote or thereabouts and in breadth 25 foote .... as now staked out and divided from the other parte of the sd. messuage and yard in possession of Edward Cleapole on the west parte of the sd. yaard divided as aforesaid adjoineth to the tenements of the sd. Edward Chiseldine (now in the occupation of Thomas Stringer) on or towards the west part thereof, and ABUTTETH ON THE COMMON STREETE OF BRAUNSTON AFORESAID on or towards the south parte thereof and upon the first mentioned orchard towards the north parte thereof together with all trees fences hedges hedgewood ashes thornes bushes walls .....belonging to standing or growing upon the orchard, grasse ground and premises before mentioned in these presents or included to be conveyed to Edward Chiseldine .....

AND ALSO all that messuage tenement dwelling house wherein the sd. Edward Cleapole now dwelleth in Braunston aforesd. with the kitchen, stable and ruine house thereunto adjoining and that parte of the yard belonging to the sd. messuage which adjoineth to the south side of the sd. Barne the west parte of the yard now in occupation of Thomas Allon and to the north parte of the sd. dwelling house as the north parte of the yard is now divided from the west parte of the yard .. to be sold to Edward Chiseldine.....

[No places are described other than the above, and it seems this deed found its way into the collection relating to 38 Newcomen Rd. by accident in some solicitor's office.]

