



*Land  
&  
Buildings  
in  
Brinkworth*

*Dated 1 July 1879*

*Mr Richard Matthews  
and Mrs  
----- to -----*



*Transfer*

*--- and ---*

*Further Mortgage*

*for securing £700 and Interest*

*The Misses Freeth*

**Names mentioned in the document :-**

Richard Bennell  
William Collingborn  
Caroline Freeth  
Jane Freeth  
Lucy Freeth  
Francis James Garlick  
Edward Horner Matthews  
Elizabeth Matthews  
Richard Matthews  
Walter Matthews

Charles Samuel Mills (Mr)  
William Pritchard  
Charles Robbins (Revd.)  
William James Rumming  
Henry Sly  
Thomas, Earl of Suffolk & Berks  
William Wall  
Anne Woody  
Jane Woody

**Land mentioned in the document :-**

" piece or parcel of land containing by admeasurement Five acres one rood and twenty five perches (more or less) part of the late Brinkworth Common situate lying and being in the Parish of Brinkworth"

**This Indenture** made the first day of July One thousand eight hundred and seventy nine **Between** Anne Woody and Jane Woody both of Clevedon in the County of Wilts Spinsters of the first part Richard Matthews of Brinkworth in the said county of Wilts Farmer of the second part and Jane Freeth Caroline Freeth and Lucy Freeth all of Crudwell in the same County Spinsters of the third part **Whereas** by an Indenture bearing date the twentieth day of January One thousand eight hundred and seventy two and expressed to be made between William Pritchard of the first part the said Richard Matthews of the second part and the said Anne Woody and Jane Woody of the third part In consideration of the sum of two hundred pounds paid by the said Anne Woody and Jane Woody to the said William Pritchard at the request of the said Richard Matthews and of the further sum of Fifty pounds at the same time paid by the said Anne Woody and Jane Woody of the said Richard Matthews the principle sum of Two hundred pounds secured by an Indenture of Mortgage dated the twenty sixth day of October One thousand eight hundred and sixty nine and made between the Reverend Charles Robbins of the first part the said Richard Matthews of the second part and the said William Pritchard of the third part was assigned unto the said Anne Woody and Jane Woody their executors administrators and assigns and the hereditaments first hereafter expressed to be hereby granted were also assured unto the said Anne Woody and Jane Woody their heirs and assigns for ever subject to a proviso in the Indenture now in recital contained for redemption of the same premises on payment by the said Richard Matthews his heirs executors administrators or assigns to the said Anne Woody and Jane Woody of the sum of Two hundred and fifty pounds with interest for the same in the meantime at the rate of Four pounds five shillings per cent per annum **And whereas** the said principal sum of Two hundred and fifty pounds still remains owing on the security of the hereinbefore recited Indenture but all interest for the same has been paid up to the day of the date of these presents **And whereas** by an indenture bearing date the twenty fourth day of June One thousand eight hundred and seventy nine and made between William Wall of the first part Francis James Garlick and Richard Bennell of the second part William James Rumming and William Collingborn of the third part and the said Richard Matthews of the fourth part the hereditaments and premises secondly hereinafter expressed to be hereby granted were for the consideration therein mentioned assured unto and to the use of the said Richard Matthews his heirs and assigns for ever **And whereas** the said Richard Matthews having applied to the said Jane Freeth Caroline Freeth and Lucy Freeth to lend him the sum of Seven hundred pounds the said Jane Freeth Caroline Freeth and Lucy Freeth have agreed so to do upon having the same with interest thereon at the rate of Four pounds five shillings per cent per annum secured by a transfer of the hereinbefore recited Mortgage for Two hundred and fifty pounds and by such further mortgage of the hereditaments and premises comprised therein and in the hereinbefore recited Indenture of the Twenty fourth day of June One thousand eight hundred and seventy nine as is hereinafter contained **Now this Indenture Witnesseth** that in pursuance of the said agreement and in consideration of the sum of Two hundred and fifty pounds upon the execution of these presents paid to the said Anne Woody and Jane Woody by the said Jane Freeth Caroline Freeth and Lucy Freeth at the request of the said Richard Matthews (the receipt whereof the said Anne Woody and Jane Woody hereby acknowledged) They the said Anne Woody and Jane Woody Do and each of them Doth hereby assign unto the said Jane Freeth Caroline Freeth and Lucy Freeth their executors administrators and assigns **All that** the said principle sum of Two hundred and fifty pounds so owing to the said Anne Woody and Jane Woody the security of the hereinbefore recited Indenture of Mortgage of the twentieth day of January One thousand eight hundred and seventy two and the interest henceforth to become due for the same and the benefit of all securities for the same including the benefit of all prior mortgage debts assigned to them thereby **And** all the estate right title interest claim and demand of them the said Anne Woody and Jane Woody in to and upon the same premises **To have and To hold** the said principle sum and interest and all other the premises hereinbefore expressed to be hereby assigned unto the said Jane Freeth Caroline Freeth and Lucy Freeth their executors administrators and assigns for their own benefit **And this Indenture also Witnesseth** that in further pursuance of

*the said agreement and for the considerations aforesaid They the said Anne Woody and Jane Woody at the request and by the direction of the said Richard Matthews (testified by his executors hereof) Do and each of them **Doth** hereby grant and release **And** he the said Richard Matthews **Doth** hereby grant and confirm unto the said Jane Freeth Caroline Freeth and Lucy Freeth their heirs and assigns **All that** piece or parcel of land containing by admeasurement Five acres one rood and twenty five perches (more or less) part of the late Brinkworth Common situate lying and being in the Parish of Brinkworth aforesaid belonging to Thomas Earl of Suffolk and Berkshire then to Walter Matthews deceased subsequently to Elizabeth Matthews his Widow deceased and now in the possession or occupation of the said Richard Matthews **Together** with the messuage or dwelling house and barn erected and built on some part thereof by the said Walter Matthews deceased **And together** also with all other houses outhouses edifices buildings ways paths passages waters watercourses timber and other trees hedges ditches fences lights rights easements advantages and appurtenances whatsoever to the said piece or parcel of land messuage and premises belonging or in anywise appertaining or with the same or any part thereof now or heretofore enjoyed or reputed as part or member thereof or appurtenant thereto **And** all the estate right title interest claim and demand of them the said Anne Woody and Jane Woody and Richard Matthews respectively in to and upon the same premises **To have and To hold** the said piece or parcel of Land messuage and hereditaments and all other the ...*

**Premises** hereinbefore expressed to be hereby granted unto the said Jane Freeth Caroline Freeth and Lucy Freeth their heirs and assigns **To the use** of the said Jane Freeth Caroline Freeth and Lucy Freeth their heirs and assigns for ever **Discharged** from all right or equity of redemption under or by virtue of the hereinbefore recited Indenture of Mortgage of the twentieth day of January One thousand eight hundred and seventy two But subject to the proviso for redemption hereinafter contained **And** this Indenture also **witnesseth** that in further pursuance of the said agreement and in consideration of the payment of the said sum of **Two hundred and fifty pounds** to the said Anne Woody and Jane Woody as aforesaid and also in consideration of the further sum of **Four hundred and fifty pounds** upon the execution of these presents paid by the said Jane Freeth Caroline Freeth and Lucy Freeth to the said Richard Matthews (the payment and receipt of which said several sums of Two hundred and fifty pounds and Four hundred and fifty pounds making together the entire principle sum of **Seven hundred pounds** the said Richard Matthews doth hereby acknowledge) **He** the said for himself his heirs executors and administrators covenant with the said Jane Freeth Caroline Freeth and Lucy Freeth their executors and administrators **That** he the said Richard Matthews his heirs executors or administrators will on the First day the January next pay unto the said Jane Freeth Caroline Freeth and Lucy Freeth or the survivors or survivor of them or the executors or administrators of such survivor their or her assigns the sum of Seven hundred pounds with interest for the same in the meantime at the rate of Four pounds five shillings per annum **And further** that if the said sum of Seven hundred pounds or any part thereof shall remain unpaid after the said First day of January next then the said Richard Matthews his heirs executors or administrators will so long as the same sum or any part thereof shall remain unpaid pay unto the said Jane Freeth Caroline Freeth and Lucy Freeth or the survivors or survivor of them or the executors or administrators of such survivor or her assigns interest for the said sum of Seven hundred pounds or for so much thereof as shall for the time being remain unpaid after the rate of Four pounds five shillings per centum per annum by equal half yearly payments on the First day of January and First day of July in every year **And** this Indenture further **witnesseth** that in further pursuance of the said agreement and for the considerations aforesaid **He** the said Richard Matthews **doth** hereby grant unto the said Jane Freeth Caroline Freeth and Lucy Freeth their heirs and assigns **All that** messuage or dwelling house forming two tenements with the cattle stalls pig styes brewhouse outbuildings and garden thereto belonging situate lying and being at Calley Stillin the Parish of Brinkworth aforesaid and now in the occupation of Henry Sly and Edward Horner Matthews as tenants thereof **And also All that** piece or parcel of pasture land adjoining the said messuage or tenements also in the occupation of the said Edward Horner Matthews as Tenant thereof All which said messuage or tenements garden and piece or parcel of land are bounded on the South and West by lands of Mr Charles Samuel Mills and on the East by the road leading from Purton to Tockenham and contain in the whole Five acres and three roods (more or less) **Together** with all buildings outhouses ways paths passages waters watercourses drains sewers hedges ditches walls fences lights rights easements and appurtenances to the said messuage or tenements land and premises or any of them belonging or appurtenanting or therewith or with any of them usually demised occupied or enjoyed or reputed taken or known as part or parcel thereof or appurtenant thereto **And** all the estate right title interest property possession claim and demand whatsoever of the said Richard Matthews of in to and out of the said hereditaments and premises and every part thereof **To have and To hold** the said messuage or tenements and hereditaments and all other the premises lastly hereinbefore expressed to be hereby granted **Unto** the said Jane Freeth Caroline Freeth and Lucy Freeth their heirs and assigns **To** the use of the said Jane Freeth Caroline Freeth and Lucy Freeth their heirs and assigns for ever But subject to the proviso for redemption hereinafter contained that is to say **Provided always and it is hereby agreed and declared** that if the said Richard Matthews his heirs executors administrators or assigns shall on the First day of January next pay unto the said Jane Freeth Caroline Freeth and Lucy Freeth or the survivors or survivor of them or the executors or administrators of such survivor their or her assigns the said sum of Seven

*hundred pounds with interest for the same in the meantime at the rate of Four pounds five shillings per cent per annum Then the said Jane Freeth Caroline Freeth and Lucy Freeth or the survivors or survivor of them or the heirs executors or administrators of such survivor their or her assigns shall at any time thereafter upon the request and at the cost of the said Richard Matthews his heirs executors administrators or assigns recover all the said hereditaments and premises hereinbefore expressed to be hereby granted To the use of the said ichard Matthews his heirs and assigns or as he or they shall direct **And it is hereby agreed and declared** by and between the said Jane Freeth Caroline Freeth and Lucy Freeth that the said sum of Seven hundred pounds so paid by them as aforesaid was money belonging to them upon a joint account in equity as well as at law and accordingly that the said Jane Freeth Caroline Freeth and Lucy Freeth and the survivors or survivor of them shall remain entitled in equity as well as at law to be the said sum Seven hundred pounds and interest intended to be hereby secured and that the receipt of the survivors or survivor of them or of them or of the executors or administrators of such survivor their or her assigns shall be an effectual discharge for the same and every part thereof respectively **And it is hereby declared** that it shall be lawful for the said Jane Freeth Caroline Freeth and Lucy Freeth or the survivors or survivor of them or the executors or administrators of such survivor their or her assigns at any time after the said First day of January next without any further ...*

**Consent** on the part of the said Robert Matthews his heirs or assigns to sell the said premises or any part thereof either together or in parcels and either by Public Auction or Private contract with power upon any such sale to make any stipulations as to title or otherwise which the said Jane Freeth Caroline Freeth and Lucy Freeth or the survivors or survivor of them or the executors or administrators of such survivor their or her assigns shall deem proper **And** for the purposes aforesaid to execute and do all such assurances and things as they or she thinks fit **Provided** nevertheless that the said Jane Freeth Caroline Freeth and Lucy Freeth or the survivors or survivor of them or the executors or administrators of such survivor their or her assigns shall nor exercise the power of sale hereinbefore contained until they or she shall have given to the said Richard Matthews his heirs executors administrators or assigns or left on the said premises or notice in writing to pay off the moneys for the time being owing on the security of these presents and default shall have been made in such payment for six calendar months after giving or leaving such notice **Provided** also that upon any sale purporting to be made in pursuance of the aforesaid power no Purchaser shall be bound to enquire whether either of the cases mentioned in the clause lastly hereinbefore contained has happened nor whether any money remains on the security of these presents nor as to the propriety or regularity of such sale **And** notwithstanding any impropriety or irregularity in any such sale the same shall as regards the Purchaser or Purchasers be deemed to be within the aforesaid power and be valid accordingly **And** the receipt of the said Jane Freeth Caroline Freeth and Lucy Freeth or the survivors or survivor of them or the executors or administrators of such survivor their or her assigns for the purchase money of the premises sold or any part thereof shall effectually discharge the Purchaser or Purchasers therefrom and from being concerned to see to the application thereof **And it is** hereby declared that the said Jane Freeth Caroline Freeth and Lucy Freeth and the survivors or survivor of them or the executors or administrators of such survivor their or her assigns shall out of the moneys arising from any sale in pursuance of the aforesaid power in the first place pay thereout the expences incurred on such sale or otherwise in relation to the premises in the next place apply such moneys in or towards satisfaction of the moneys for the time being owing on the security of these presents **And** then pay the surplus (if any) unto the said Richard Matthews his heirs or assigns **Provided** also that the aforesaid power of sale and other powers may be exercised by any person or persons for the time being entitled to receive and give a discharge for the moneys then owing on the security of these presents **And** each of them the said Anne Woody and Jane Woody for herself her heirs executors and administrators doth hereby covenant with the said Jane Freeth Caroline Freeth and Lucy Freeth their heirs executors administrators and assigns that they the said Anne Woody and Jane Woody have not done or knowingly suffered or been party or privy to anything whereby the said hereditaments moneys and premises hereinbefore expressed to be hereby by the granted and assigned respectively or any part thereof respectively are is or may be impeached affected or incumbered in title estate or otherwise howsoever **And** the said Richard Matthews for himself his heirs executors and administrators doth hereby covenant with the said Jane Freeth Caroline Freeth and Lucy Freeth their heirs and assigns that the said Anne Woody and Jane Woody and Richard Matthews now have or some of them hath full power to grant all the said premises firstly hereinbefore expressed to be hereby granted and that he the said Richard Matthews now hath full power to grant all the said premises secondly hereinbefore expressed to be hereby granted **To** the use of the said Jane Freeth Caroline Freeth and Lucy Freeth their heirs and assigns **And** that if default shall be made in payment of the said sum of Seven hundred pounds and the interest for the same or any part thereof respectively on the said First day of January next it shall be lawful for the said Jane Freeth Caroline Freeth and Lucy Freeth their heirs and assigns to enter into and upon all or any part of the said premises and the same thenceforth to hold and enjoy and to receive the rents and profits thereof without any lawful interruption or disturbance by the said Richard Matthews or any other person **And** that free and discharged from or otherwise by the said Richard Matthews his heirs executors or administrators sufficiently indemnified against all estates incumbrances claims and demands whatsoever **And further** that the said Richard Matthews and every

person having or claiming any estate right title or interest in or to the said premises or any of them will at all times (at the cost until foreclosure or sale of the said Richard Matthews his heirs executors or administrators and afterwards of the person or persons requiring the same) execute and do every such assurance and thing for the further or more perfectly assuring all or any of the said premises To the use of the said Jane Freeth Caroline Freeth and Lucy Freeth their heirs and assigns as by them shall be reasonably required **And lastly** that he the said Richard Matthews his heirs executors administrators or assigns will so long as any money shall remain on this present security keep the messuages or tenements and all other the buildings comprised therein insured against loss or damage by fire in the sum of Four hundred pounds at the least And will pay all premiums and sums of money necessary for such purpose on the first day on which the same respectively ought to be paid and will on demand produce to the said Jane Freeth Caroline Freeth and Lucy Freeth their executors administrators or assigns the Policy or Policies of such Insurance and the receipt for every such payment **In Witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

Received the day and year first written of  
and from the within named Jane Freeth  
Caroline Freeth and Lucy Freeth the sum  
of Two hundred and fifty pounds being  
the consideration money within expressed  
to be paid by them to us

} £250

*Ann Woody*  
*Jane Woody*

Witness -  
*W<sup>m</sup> For...*

Signed sealed and Delivered by the within  
Ann Woody Jane Woody Richard Mathews  
Jane Freeth Caroline Freeth and Lucy  
Freeth in the presence of

*W<sup>m</sup> For...*  
*Solr*  
*Malmesbury*

Received the day and year first within of  
and from the within named Jane Freeth  
Caroline Freeth and Lucy Freeth the sum  
of Four hundred and fifty pounds being  
the consideration money within expressed  
to be paid by them to me

} £450  
=====

*Robert Matthews*

Witness -  
*W<sup>m</sup> For...*

=  
£700  
=====