

Indenture quadripartite

5 April 1764



between

John MAYO, late of Beeching Stoke but now of Wilcott, clerk
Richard WATTON of the Borough of Devizes, grocer
John PYLE of Stanton St Bernard, yeoman
Simon PYLE of Stanton St Bernard, yeoman

others named

Richard SMITH and Elizabeth his wife
Robert CROUCHER and Jane his wife
Barbara MAYO, wife of John MAYO
John BARNET, yeoman
Thomas SMITH, clerk
Daniel HAMLEN
Thomas SHIPWAY

concerning

Purchase of Stonyford mill, cottage, land, etc in Stonyford in the parish of Stanton Bernard

Reciting indenture dated

5 December 1710

[commencing line 4]

between

Richard REEKS of Stonyford Mill in the parish of Stanton Bernard, miller
Thomas LAVINGTON of Stanton Bernard, gent
Rolfe BAYLY of Marlborough, gent

others named

Mary REEKS of Stonyford in the parish of Stanton Bernard widow
William WILTSHIRE of Stonyford in the parish of Stanton Bernard

and reciting indenture of mortgage dated

21 May 1712

[commencing line 17]

between

Richard REEKS of Stonyford Mill in the parish of Stanton Bernard, miller
William DORCHESTER of Hillhampton in the parish of Allcanings

others named

Mary REEKS, widow

and reciting indenture of sale dated

7 October 1714

[commencing line 39]

between

William Dorchester
Richard Reeks
Thomas Weeks of Stanley Abbey, yeoman (since deceased at 5 April 1764)

others named

none

and reciting indenture of sale dated
5 December 1714

[commencing line 57]

between

Rolfe Bayly
Richard Reekes
Thomas Weekes

others named

none

and reciting indenture of release dated
30 September 1717

[commencing line 72]

between

Richard Reekes
Thomas Weekes
Thomas Weekes of Stanly Abbey in the parish of Chippenham, yeoman

others named

none

Notes:

1. Spelling, including names (*eg* Weekes/Weekes, Pile/Pyle), is as in the original
2. Capitalisation of words has not been checked
3. (LS) indicates position of wax seal

Original held by: Colin Moretti

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Date: 24 January 2014

- 1 **This indenture quadripartite** made the 5th day of April in the year of our Lord one thousand seven hundred sixty and four and in
- 2 the fourth year of the reign of our sovereign Lord George the Third by the grace of God of Great Britain France and Ireland King Defender of the faith &c **between** John MAYO
- 3 late of Beeching Stoke but now of Wilcott in the county of Wilts clerk of the first part Richard WATTON of the Borough of Devizes in the County aforesaid grocer of the second part John PYLE of Stanton St Bernard in the County aforesaid
- 4 yeoman of the third part and Simon PYLE of Stanton St Bernard aforesaid yeoman of the fourth part **whereas** by indenture bearing date the fifth day of December which was in the year of our Lord one thousand seven
- 5 hundred and ten made or mentioned to be made by and between Richard REEKS of Stonyford Mill in the parish of Stanton Bernard in the County of Wilts miller of the first part Thomas LAVINGTON of Stanton
- 6 Bernard aforesaid gent of the second part and Rolfe BAYLY of Marlborough in the County of Wilts aforesaid gent of the third part he the said Richard REEKS and also the said Thomas LAVINGTON by the direction and
- 7 appointment of the said Richard REEKS testified as therein is mentioned for the considerations therein mentioned **did** bargain sell assign devise and to farm let and to the said Rolf BAYLY **all** that moiety of one messuage
- 8 one cottage two water grist mills one acre of arable land ten acres of meadow and five acres of pasture with the appurtenances situate lying and being in Stonyford in the parish of Stanton Bernard aforesaid
- 9 then in the several tenures or occupations of the said Richard REEKS Mary REEKS widow and William WILTSHIRE together also with all and singular houses outhouses edifices buildings barns stables orchards
- 10 gardens void grounds ways waters watercourses woods underwoods and the ground and soil wherein or whereon the same do stand grow or be easements commons common of pasture profits commodities advantages immoluments hereditaments
- 11 and appurtenances whatsoever thereunto belonging or in any wise appertaining or therewithal or at any time or times theretofore held used occupied or enjoyed or accepted reputed deemed & taken or known to be part parcel or
- 12 member thereof or any part or parcel thereof and the reversion and reversions remainder and remainders yearly and other rents issues and profits thereof and every part and parcel thereof **to be had and held** unto the said Rolfe BAYLY
- 13 his exors and admors and assigns from the day next before the day of the date of the said written indenture for and during and to the full end and term of five hundred years from thence next ensuing and fully to be compliant and ended without
- 14 impeachment of or for any manner of waste at and under the yearly rent of a pepper corn (if the same should be lawfully demanded) under a proviso therein contained that if the said Richard REEKS his exors admors or assigns did or should well

- 15 and truly pay or cause to be paid unto the said Rolf BAYLY his exors admors or assigns the full sum of fifty one pounds and ten shillings of lawful money of Great Britain at the day and time and in such sort manner and form as is therein limited and appointed
- 16 for payment thereof that then and from thenceforth the said recited indenture and every thing therein contained should cease end and determine and be utterly void and of none effect anything therein contained to the contrary thereof in any wise
- 17 notwithstanding **and whereas** the said Richard REEKS by his indenture of mortgage bearing date the twenty first of May in the year of our Lord one thousand seven hundred and twelve made or mentioned to be made by and between the said
- 18 Richard REEKS of the one part and William DORCHESTER of Hillhampton in the parish of Allcanings in the said County of Wilts gent of the other part **did** grant bargain and sell unto the said William DORCHESTER his exors admors and assigns the said premises hereinbefore
- 19 recited by the descriptions name or names of all that close of meadow or pasture ground commonly called or known by the name of the longham containing by estimation two acres and an half (be it more or less) and also all that close of meadow or pasture commonly called or
- 20 known by the name of the little mead containing by estimation one acre and an half (be it more or less) and also all that close of meadow or pasture commonly called or known by the name of the rough croft containing by estimation two acres and an half (be it more or less)
- 21 and all the close of meadow pasture normally called or known by the name of the closes adjoining to the garden belonging to Stonyford mill aforesaid one half part thereof or thereabout then lately planted and made use of as an
- 22 orchard and also one other orchard adjoining to the malthouse belonging and adjoining to Stonyford mill aforesaid all which said premises are situate lying and being in Stonyford in the said parish of Stanton Bernard and also one acre of
- 23 arable land lying in a field commonly called the burrough field or furlong and also one yard of arable land lying in a field commonly called nook field the last mentioned acre and yard of arable land lying and being in Stanton Bernard
- 24 aforesaid and also all that the undivided moiety or half part of all that messuage two water grist mills malt house barn stable backside garden and appurtenances situate lying and being in Stonyford aforesaid and were then in the possession
- 25 of Richard REEKS his lessee or lessees tenant or tenants and also the undivided moiety or half part of all that cottage or tenement with an orchard and garden thereunto belonging situate lying and being in Stanton Bernard
- 26 aforesaid then in the possession tenure use or occupation of Mary REEKS widow and also and singular dwelling houses edifices buildings barns stables dovehouses orchards garden lands tenements meadows pastures feedings
- 27 commons void grounds ways paths wears Milldams floodgates watercourses rivers ponds pools banks fishings wastes woods underwoods with all and singular their rights members and appurtenances whatsoever to the said
- 28 messuage mills and other the premises by the said last indenture granted or to any of them or to any part or parcel thereof belonging incident or in any wise appertaining or to or with the same or any part thereof as a part parcel or

- 29 member thereof then or at any time theretofore demised leased used held occupied or enjoyed or accepted deemed taken or known as part parcel or member thereof any part thereof and the reversion and reversions remainder and remainders
- 30 Rents issues profits and services of all and singular premises and all the estate right title interest claim or demand whatsoever of him the said Richard REEKS of in or out of relating to the premises and every or any part thereof and also all
- 31 Manner of deeds evidences and writings relating to the premises or only to any part or parts thereof which the said Richard REEKS had in his power or custody or could procure or obtain without suit in law or equity together with all such
- 32 Transcripts abstracts and copies of deeds evidences and writings relating to the premises or any part thereof jointly with any other lands or hereditaments as he the said Richard REEKS had in his custody or power of could procure or obtain
- 33 Without suit in law or equity **to be had and held** unto the said William DORCHESTER his exors admors and assigns from the day of the date of the said last written indenture for and during the term of one thousand years fully to be
- 34 Compleat and ended without impeachment of or for any manner of waste att and under the yearly rent of a peppercorn (if lawfully demanded) subject nevertheless to a proviso therein contained that if the said Richard REEKS his
- 35 Heirs executors admors or assigns or any of them did or should well and truly pay or cause to be paid and satisfied unto the said William DORCHESTER his executors admors or assigns the full sum of one hundred and three pounds
- 36 Of lawful money of Great Britain at the day and time and in such sort manner and form as is therein and thereby limited and appointed for payment thereof that then the said last recited indenture and every thing
- 37 Therein contained should cease determine and be utterly void and of none effect **and whereas** the said Richard REEKS made default in payment not only of the said sum of fifty one pounds and ten shillings
- 38 But also of the said sum of one hundred and three pounds contrary to the true intent and meaning of the above mentioned provisos by means whereof the terms of five hundred years and one thousand years became absolute
- 39 In the said Rolfe BAYLY and William DORCHESTER **and whereas** by indenture tripartite bearing date the seventh day of October in the year of our Lord one thousand seven hundred and fourteen made or mentioned to
- 40 Be made by and between the said William DORCHESTER of the first part the said Richard REEKS of the second part and Thomas WEEKS then of Stanley Abbey in the said county of Wilts yeoman (since deceased) of the third
- 41 Part (reciting in part as is herein before recited) for the considerations therein mentioned He the said William DORCHESTER at the request and by the direction and appointment of the said Richard REEKS testified as therein
- 42 Is mentioned did bargain sell assign transfer and set over unto the said Thomas WEEKS his executors admors and assigns all the before mentioned parcels of meadow or pasture ground and lands mills

- 43 Messuages tenements and hereditaments whatsoever in and by the said recited indenture of the twenty first day of May one thousand seven hundred and twelve intended to be bargained
- 44 And sold to the said William DORCHESTER as aforesaid and every part and parcel thereof and there and every of their appurtenances and also all the estate right title interest term of years to come use
- 45 Possession property claim and demand whatsoever of him the said William DORCHESTER out of in or to the same premises and every and any part of parcel thereof either by force virtue or in respect of the said
- 46 Written indenture of the twenty first day of May one thousand seven hundred and twelve or otherwise howsoever together with the said recited indenture and all other deeds evidences writings escripts and
- 47 Minuments touching or concerning the said premises every or any part or parcel thereof **to be had and holden** under the said Thomas WEEKS his executors admors and assigns from thenceforth for
- 48 By and during all the rest residue and remainder of the said number and term of one thousand years in and by the said recited indenture of the twenty first day of May one thousand seven hundred and twelve granted
- 49 Then to come and unexpired as full ample and beneficial manner? To all intents constructions and purposes whatsoever as the said William DORCHESTER then had might could should or in any wise ought to have
- 50 Held and enjoyed the same either by force virtue or in respect of the said written indenture of otherwise howsoever **and** the said Richard REEKS for the considerations therein mentioned did ratify and confirm
- 51 Unto the said Thomas REEKS his executors admors and assigns **all** those the before mentioned or intended to be thereby assigned parcels or meadow or pasture lands mills messuages tenements and hereditaments
- 52 And all and singular other the premises with their and every of their appurtenances for and during all the rest residue and remainder of the said number and term of one thousand years thereby assigned then to come
- 53 And unexpired discharged of the said proviso or condition and of all equitable right and interest for redemption of the same subject nevertheless to a proviso therein contained that if the said Richard REEKS his heirs executors
- 54 Admors and assigns any or either of them did or should well and truly pay or cause to be paid unto the said Thomas WEEKS his executors admors or assigns the full sum of two hundred and fifty six pounds and five shillings at the
- 55 Day and time and in such sort manner and form as is therein mentioned limited and appointed for payment thereof that then and from thenceforth the same last recited indenture and every article clause and thing therein contained
- 56 Should cease end and determine and be utterly void (anything therein before contained to the contrary thereof in any wise notwithstanding) **and whereas** by indenture tripartite bearing date the fifth day of December in the year of our
- 57 Lord one thousand seven hundred and fourteen made or mentioned to be made by and between the said Rolfe BAYLY of the first part the said Richard REEKES of the second part and the said Thomas WEEKES of the third part writing? in part as it

- 58 Herein before recited for the consideration therein mentioned he the said Rolfe BAYLY at the request and by the direction and appointment of the said Richard REEKES testified as is therein mentioned did bargain sell assign transfer and sett over
- 59 Unto the said Thomas WEEKES **all** that the said moiety of the before mentioned parcels of meadow and pasture ground lands mills messuages tenements and hereditaments whatsoever in and by the said recited indenture of the
- 60 Fifth of December one thousand seven hundred and ten mentioned to be bargained and sold unto the said Rolfe BAYLY as aforesaid and every part and parcel thereof with their and every of their appurtenances and all the estate right
- 61 Title interest term of years to come property use possession claim and demand whatsoever of him the said Rolf BAYLY out of in and to the same premises every or any part or parcel thereof either by force virtue or in respect of the said recited?
- 62 Indenture of the fifth of December one thousand seven hundred and ten or otherwise howsoever together with the said recited indenture and all other deeds evidence and escripts minuments and writings touching or concerning the same premises
- 63 Every or any part or parcel thereof which he had in his custody power or possession or which he could come by without suit in law or equity **to be had and held** unto the said Thomas WEEKES his executors admors and assigns from
- 64 **Thenceforth** for by and during all the rest residue and remainder of the said number and term of five hundred years in and by the said written indenture of the fifth of December one thousand seven hundred and ten granted then to
- 65 Come and unexpired in as full ample and beneficial manner and form to all intents constructions and purposes whatsoever as he the said Rolfe BAYLY then had might could should or in any wise ought to have held and enjoyed the same
- 66 Either by force virtue or in respect of the said recited indenture or otherwise howsoever subject to a proviso therein contained that if he the said Richard REEKES his executors admors or assigns did or should well and truly pay or
- 67 Cause to be paid unto the said Thomas WEEKES his executors admors and assigns the sum of two hundred and fifty pounds and interest for the same according to the true intent and meaning of the said recited indenture of the seventh of
- 68 October one thousand seven hundred and fourteen that then and from thenceforth as well the said last recited indenture as also the said recited indenture of the seventh of October one thousand seven hundred and fourteen should cease?
- 69 End and determine and be utterly void anything therein before mentioned to the contrary thereof in any wise notwithstanding and **whereas** the said Richard REEKES made default in payment of the said sum of two hundred and
- 70 Fifty pounds and the interest thereof contrary to the true intent and meaning of the said two last recited indentures and the provisos therein mentioned by means whereof the said premises therein mentioned became legally forfeited to
- 71 And vest in him the said Thomas WEEKES for and during the remainder of the said several terms of five hundred years and one thousand years that were therein then to come and unexpired **and whereas** by

- 72 By indenture bearing the date the thirtieth day of September in the year of our Lord one thousand seven hundred and seventeen made or mentioned to be made between the said Richard REEKES of the one part and the said Thomas WEEKES by
- 73 The name of Thomas WEEKES of Stanly Abbey in the parish of Chippenham in the said county yeoman of the other part (reciting to the effect herein before recited) and also reciting that the said Richard REEKES had paid off and discharged
- 74 All the interest due for the said sum of two hundred and fifty pounds to the day of the date of the said last recited indenture so that there remained due to the said Thomas WEEKES from the said Richard REEKES only the principal
- 75 Sum of two hundred and fifty pounds **it is** by the said last recited indenture **witnessed** that the said Richard REEKES for the considerations therein mentioned did remise release and forever quit claim unto the said Thomas
- 76 WEEKES his executors admors and assigns the provisos and conditions in the two last recited indentures mentioned and contained and all manner of benefit and equity of redemption that he the said Richard REEKES might or could be any
- 77 Ways intituled to by virtue thereof and further reciting that the said Richard REEKES had occasion to borrow or take up at interest upon the said mortgaged premises the further sum of one hundred pounds which being added to
- 78 The said sum of two hundred and fifty pounds made together the sum of three hundred and fifty pounds and that it was agreed between the parties to the said last written indenture that a new mortgage should be made of the
- 79 Said mortgaged premises for securing the said sum of three hundred and fifty pounds with lawful interest to the said Thomas WEEKES **it is** by the said last written indenture **further witnessed** that the said Richard REEKES
- 80 For the considerations therein mentioned did grant bargain and sell unto the said Thomas WEEKES his executors admors and assigns **all** those the before mentioned parcels or meadow or pasture grounds and mills messuages tenements
- 81 Hereditaments and premises therein before mentioned and intended to be bargained and sold unto the said William DORCHESTER in and by the said recited indenture of the twenty first of May one thousand seven hundred and twelve
- 82 As aforesaid and every part and parcel therefore with their and every of their appurtenances and also the said moiety of the before mentioned cottage two watergrist mills one acre of arable land ten acres of meadow and
- 83 Five acres of pasture with the appurtenances therein before mentioned to be bargained and sold to the said Rolfe BAYLY in and by the said recited indenture of the fifth of December one thousand seven hundred and ten as aforesaid
- 84 And every part and parcel thereof with the appurtenances and all the estate right title and interest use possession property claim and demand whatsoever of him the said Richard REEKES out of in and to the same premises every or
- 85 Any part or parcel thereof **to be had and held** unto the said Thomas WEEKES his executors admors and assigns from the end and expiration of the said several terms of five hundred years and one thousand years unto the full

- 86 End and term of six hundred years fully to be complete and ended at and under the yearly rent of a peppercorn under a proviso therein contained to be void on the payment of the sum of three hundred fifty eight pounds and fifteen
- 87 Shillings of lawful money of Great Britain at the day and time and in such sort manner and form as is therein mentioned limited and appointed for payment thereof as in and by the said several recited indentures relation being to them severally
- 88 And respectively had more fully and at large will appear **and whereas** the message or tenement garden several orchards and parcels of land and moiety of one other messuage or tenement and also one watergrist mill
- 89 And hereditaments herein after mentioned and intended to be hereby assigned (parcel of the premises herein before mentioned) are by virtue of divers Assignments and conveyances in the law (among other lands) now come to and
- 90 Legally vested in the aforesaid Richard WATTON his executors admors and assigns for and during all the residue and remainder of the said several and respective terms of five hundred years one thousand years and six hundred years
- 91 Thereof and therein respectively now to come and unexpired **in trust** nevertheless for the aforesaid John MAYO his heirs and assigns and to the intent and purpose that the said several terms may attend upon and be subservient to the
- 92 Freehold reversion and inheritance of the same premises he the said John MAYO having bought and purchased the same premises (together with other lands) and the freehold and inheritance thereof of and from Richard SMITH
- 93 Elizabeth his wife and Robert CROUCHER and Jane his wife **and whereas** the aforesaid Simon PYLE hath contracted and agreed to and with the said John MAYO for the absolute purchase of the said messuage or tenement several orchards and parcels of lands and moieties of the said other
- 94 messuage or tenement and of the said will and hereditaments herein after mentioned and intended to be hereby assigned and every part and parcel thereof and the inheritance thereof in fee simple at or for the
- 95 Price or sum of two hundred and eighty pounds and it is hereby agreed and intended that the said several terms of and in the same premises shall be preserved and kept on foot to protect the same premises from
- 96 Incumbrances (if any such there be) and for that purpose shall be assigned over to the said John PYLE his executors admors and assigns in trust for the said Simon PYLE and his heirs **now this**
- 97 **Indenture witnesseth** that to the intent aforesaid and for and in consideration of the said sum of two hundred and eighty pounds of lawful money of Great Britain to the said John MAYO in
- 98 Hand at or before the ensealing and delivery of these presents well and truly paid by the aforesaid Simon PYLE (being the same sum of money which is mentioned and expressed to be paid by the said Simon PYLE)
- 99 Unto the said John MAYO for the absolute purchase of the said premise hereafter particularly mentioned and intended to be hereby assigned in and by a certain indenture of release bearing even date with
- 100 These presents made or mentioned to be made between the said John MAYO and Barbara his wife of the one part and the said Simon PYLE of the other part) and also in consideration of the sum of five

- 101 Shillings of like lawful money aforesaid to the said Richard WATTON in hand paid by the said Simon PYLE and of the sum of five shillings of like money to the said Richard WATTON in hand in like manner
- 102 Paid by the said John PYLE the several and respective receipt and receipts payment and payments of which said several and respective sum and sums of money they the said John MAYO and Richard WATTON
- 103 Do and each of them doth hereby severally and respectively confess and acknowledge and thereof and therefrom release acquit and discharge the said Simon PYLE and John PYLE and each of them their and each of
- 104 Their heirs executors and admors and every of them forever by these presents and for other good considerations he the said Richard WATTON by the direction and appointment of the aforesaid John MAYO as
- 105 Also of the said Simon PYLE (testified by their being made parties thereto and signing and sealing hereof) **hath** assigned transferred and did set over and by these presents **doth** assign transfer and
- 106 Set over unto the said John PYLE his executors admors and assigns **all** that the aforesaid messuage tenement and dwelling house and one moiety of the said watergrist mill and also all that the aforesaid
- 107 orchard thereunto adjoining heretofore in the possession of one John BARNET yeoman and Richard REEKES miller and since of the said John BARNET and Thomas SMITH clerk and now of Daniel HAMLEN
- 108 And also the said orchard containing by estimation one acre (be it more or less) one little mead containing by estimation half an acre (be the same more or less) lying south of the said messuage and
- 109 Adjoining to Stanton Green one acre and one yard of arable land lying in the common fields of Stanton St Bernard aforesaid heretofore also in the possession of the said John BARNET and since of the said
- 110 Thomas SMITH and now of the said Daniel HAMLEN two parcels of garden ground adjoining to the said orchard and the east part of the coop yard there and every part and parcel thereof with their and
- 111 Every of their rights members and appurtenances and also one moiety of the aforesaid messuage cottage tenement and garden thereunto belonging situate lying and being in Stanton St Bernard
- 112 Aforesaid and heretofore in the possession or occupation of Mary REEKES widow by now of Thomas SHIPWAY with the appurtenances to the same moiety belonging or appertaining all which same premises
- 113 Hereby assigned or so intended are parcel of the lands and tenements assigned over or intended to be assigned over to the said Richard WATTON as aforesaid and also all the estate and estates right title interest
- 114 Term and terms of years to come and unexpired property claim and demand whatsoever both at law and in equity or otherwise howsoever of him the said Richard WATTON of in to or out of the same premises
- 115 Hereby assigned or so intended and every part thereof **to have and to hold** the said messuage or tenement garden several orchards parcels of land moieties of the said mill and last mentioned messuage

Dorse

Sealed and delivered by the within named John
MAYO John PYLE and Simon PYLE (being first
Duly stampd) in the presence of

[signed] John HAMLEN

[signed] J HALMON

Sealed and delivered by the within named
Richard WATTON in the presence of

[signed] Wm SALMON Junr

[signed] J HALMON

Mr Richard WATTON }
(by the direction of }
The Revd Mr MAYO) }
 to } Assignment to attend the inheritance
Mr John PYLE in trust for }
Mr Simon PYLE }

Dated 5th Ap 1764