

Indenture 9th May 1832

This Indenture made the 9th day of May in the second year of the reign of our Sovereign Lord William IV by the grace of God of the United Kingdom of Great Britain and Ireland King and Defender of the faith and in the year of our Lord 1832 between the **Rev Christopher Rigby Collins** of Sidmouth in the county of Devon clerk **Christopher Gerard Rigby Collins** of Sidmouth in the county of Devon esq **Robert Austen Langworthy** of Bath in the county of Somerset esq **William Webster** of no 17 Bedford Place Russell Square in the county of Middlesex esq a Lieutenant in the Royal Navy the **Rev John Walker** (sic) **Phelps** of Rennes in the Kingdom of France and **William Somerville Ahmuty** of Cookes Town in the Kingdom of Ireland esq of the one part and **William Bird Brodie** of New Sarum in the county of Wilts esq of the other part

Witneseth that for and in consideration of the sum of 5 shillings apiece of good and lawful money of Great Britain to each of them the said **Christopher Rigby Collins, Christopher Gerard Rigby Collins, Robert Austen Langworthy, William Webster, John Walker Phelps** and **William Somerville Ahmuty** in hand well and truly paid by the said **William Bird Brodie** at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged

They the said **Christopher Rigby Collins, Christopher Gerard Rigby Collins, Robert Austen Langworthy, William Webster, John Walker Phelps** and **William Somerville Ahmuty** have and each of them hath bargained and sold and by these presents do and each of them doth bargain and sell unto the said **William Bird Brodie** all that one undivided fifth part or share the whole unto five equal parts being considered as divided of them the said **Christopher Rigby Collins, Christopher Gerard Rigby Collins, Robert Austen Langworthy, William Webster, John Walker Phelps** and **William Somerville Ahmuty** of and in all that messuage or tenement and the ground and soil whereon the same stands and the garden with the appurtenances situate lying and being within the said city of New Sarum in a certain street or place lately called the Ditch but now the New Canal divided and bounded between the lands formerly of **Robert Baynes** gentleman on the west part the lands of the **Lord Bishop of Sarum** on the east part the land formerly of **Lord Stourton** (sic) on the south part and the said street or highway lately called the Ditch but now the New Canal on the north part

All which said messuage or tenement and hereditaments were formerly in the occupation of the said **Benjamin Charles Collins** afterward of the said **William Bird Brodie, John Dowding** and **John Luxford** since of the said **William Bird Brodie** and **John Dowding** and now of the said **William Bird Brodie** and **Charles George Brodie** together with one like undivided fifth part or share of and in all houses shops counting houses warehouses outhouses edifices buildings stables yards gardens ways paths passages easements waters water courses liberties privileges profits commodities advantages hereditaments and appurtenances to the said messuage or tenement and hereditaments hereby bargained and sold belonging or appertaining

And the reversion and reversions remainder and remainders yearly and other rents issues and profits thereof and of every part thereof To have and to hold the said one undivided fifth part or share of and in the said messuage or tenement hereditaments and premises hereby bargained and sold or intended so to be and every part and parcel thereof with their and every of their appurtenances unto the said **William Bird Brodie**

They the said **Christopher Rigby Collins, Christopher Gerard Rigby Collins, Robert Austen Langworthy, William Webster, John Walker Phelps** and **William Somerville Ahmuty** have and each of them hath bargained and sold and by these presents do and each of them doth bargain and sell unto the said **William Bird Brodie** all that one undivided fifth part or share the whole into five equal parts being considered as divided of them the said **Christopher Rigby Collins, Christopher Gerard Rigby Collins, Robert Austen Langworthy, William Webster, John Walker Phelps** and **William Somerville Ahmuty** of and in all that messuage or tenement and the ground and soil whereon the same stands and the garden with the appurtenances situate lying and being within the said city of New Sarum in a certain street or place lately called the Ditch but now the New Canal divided and bounded between the lands formerly of **Robert Baynes** gentleman on the west part the lands of the **Lord Bishop of Sarum** on the east part the land formerly of **Lord Stourton** on the south part and the said street or highway lately called the Ditch but now the new Canal on the north part

All which said messuage or tenement and hereditaments were formerly in the occupation of the said **Benjamin Charles Collins** afterwards of the said **William Bird Brodie, John Dowding** and **John Luxford** since of the said **William Bird Brodie** and **John Dowding** and now of the said **William Bird Brodie** and **Charles George Brodie** together with one like undivided fifth part or share of and in all houses shops counting houses warehouses outhouses edifices buildings stables yards gardens ways paths passages easements waters water courses liberties privileges profits commodities advantages

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hereditaments and appurtenances to the said messuage or tenement and hereditaments hereby bargained and sold belonging or appertaining

And the reversion and reversions remainder and remainders yearly and other rents issues and profits thereof and of every part thereof To have and to hold the said one undivided fifth part or share of and in the said messuage or tenement hereditaments and premises hereby bargained and sold or intended so to be and every part and parcel thereof with their and every of their appurtenances unto the said **William Bird Brodie** his executors administrators and assigns from the day next before the day of the date of these presents for and during and unto the full end and term of one whole year from thence next ensuing and fully to be complete and ended

Yielding and paying therefore unto the said **Christopher Rigby Collins, Christopher Gerard Rigby Collins, Robert Austen Langworthy, William Webster, John Walker Phelps and William Somerville Ahmuty** their heirs and assigns the rent of one pepper corn only on the last day of the said term (if the same shall be lawfully demanded)

To the intent and purpose that by virtue of these presents and by force of the statute made for transferring uses into possession the said **William Bird Brodie** may be in the actual possession of all and singular the said premises hereby bargained and sold or mentioned and intended so to be with their and every of their rights members and appurtenances and be thereby enabled to accept and take a grant and release of the reversion and inheritance thereof to him and his heirs

To the uses upon the trusts and to and for the ends intents and purposes and with under and subject to the powers and declarations expressed and declared of and concerning the same by an Indenture of Release already prepared and intended to bear date the day next after the day of the date of these presents and made between the said **Christopher Rigby Collins** of the first part the said **Christopher Gerard Rigby Collins** of the second part the said **Robert Austen Langworthy and Elizabeth** his wife of the third part the said **William Webster and Mary Beata** his wife of the fourth part the said **John Walker Phelps and Sarah** his wife of the fifth part the said **William Somerville Ahmuty and Edith** his wife of the sixth part the said **William Bird Brodie** of the seventh part and **Charles George Brodie** therein described of the eighth part In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

(Ref. 911/1 – Wilts & Swindon RO)

Release of an undivided fifth part of a messuage and other hereditaments on the New Canal,
Salisbury - 10th May 1832

The Rev Christopher Rigby Collins
Christopher Gerard Rigby Collins esq
Robt Austin Langworthy esq and Mrs Langworthy
William Webster esq and Mrs Webster
Rev John Walker (sic) Phelps and Mrs Phelps
Wm Somerville Ahmuty esq and Mrs Ahmuty
to
Wm Bird Brodie esq and his Trustees

This Indenture made 10th day of May in the second year of the reign of our Sovereign Lord William IV 1832 between the **Rev Christopher Rigby Collins** of Sidmouth in the county of Devon clerk of the first part, **Christopher Gerard Rigby Collins** of Sidmouth in the county of Devon esq of the second part, **Robert Austen Langworthy** of Bath in the county of Somerset esq and Elizabeth his wife of the third part, **William Webster** of no 17 Bedford Place Russell Square in the county of Middlesex esq a Lieutenant in the Royal Navy and Mary Beata his wife of the fourth part, the **Rev John Walker (sic) Phelps** of Rennes in the Kingdom of France and Sarah his wife of the fifth part, **William Somerville Ahmuty** of Cooke's Town in the Kingdom of Ireland and Edith his wife of the sixth part, **William Bird Brodie** of New Sarum in the county of Wiltshire esq of the seventh part and **Charles George Brodie** of New Sarum aforesaid esq a Trustee for the purposes hereinafter mentioned of the eighth part

Whereas **Benjamin Charles Collins** formerly of New Sarum aforesaid Bookseller and Printer being at the time of the execution of his Will hereinafter in part recited... (was) entitled to the messuage tenement and hereditament hereinafter described (was) entitled to fifth part or share is intended to be hereby released in such manner as the law requires for rendering valid devises of freehold estates, duly signed and published his last Will and Testament bearing date 19th August 1796 and whereby directing the payment of his debts and funeral expenses and bequeathed unto **Mary Collins** (since deceased) **Sir George Staunton** Baronet (since deceased) **Peter Bellinger Brodie** (since deceased) the **Rev Barfoot Colton** (since deceased) and his brother **William Collins** (since deceased) all his estate and effects both real and personal to hold to them their heirs executors and assigns equally share and share alike as Tenants in Common

And whereas **Benjamin Charles Collins** in such manner duly signed and published a codicil to his Will which said codicil bears date 7th November 1796 and thereby revoked the bequest made by his said Will to **Peter Bellinger Brodie** but did not make any devise or disposition of the share given by his Will to the said **Peter Bellinger Brodie**... And whereas the said Will and codicils were duly proved in the Prerogative Court of Canterbury by **Townley Ward** one of the executors in the said Will... And whereas the said **Sir George Staunton** and **Barfoot Colton** both died in the lifetime of **Benjamin Charles Collins** (their shares) descended to **Dame Jane Staunton** widow of Sir George Staunton, **Sarah Brodie** and **Charlotte Bacon** the 3 sisters of and co-heirs at law of **Benjamin Charles Collins** and the said real estates passed by the said Will to the said **Mary Collins** and **William Collins** respectively as Tenants in Common

And whereas the said **William Collins** having one fifth part of property hereinafter mentioned duly made and published his Will dated 12th July 1810 and thereby bequeathed unto **Christopher Rigby Collins** and described as the husband of the said Testator's daughter **Eliza** all his estate in trust for **Christopher Rigby Collins'** children by his said wife

And whereas **William Collins** departed this life August 1810... And whereas **Eliza Rigby Collins** departed this life August 1827... And whereas the said **Christopher Rigby Collins** had issue by the said **Eliza** his wife six children namely **Christopher Gerard Rigby Collins**, **Elizabeth Langworthy**, **Mary Beata Webster**, **Sarah Phelps** and **Edith Ahmuty** and **Henry Collins** who died under 21 years without issue

And whereas the said parties have agreed the sale to **William Bird Brodie** the property for £360...

Forfeiture or otherwise in his lifetime to the use of the said **Charles George Brodie** and his heirs during the life of the said **William Bird Brodie** in trust for him the said **William Bird Brodie** and his assigns during his life and to the end and intent that neither the present nor any future wife of the said **William Bird Brodie** may become entitled to dower out of or in the said premises or any part thereof... to the use of the said **William Bird Brodie** his heirs and assigns for ever

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And the said **Christopher Rigby Collins, Christopher Gerard Rigby Collins, Robert Austen Langworthy, William Webster, John Walker Phelps, William Somerville Ahmuty**... covenant promise and agree with and to the said **William Bird Brodie** in manner following...

All that one undivided fifth part or share the whole unto five parts... All that messuage or tenement and the ground whereon the same stands and the garden with the appurtenances situate lying and being within the said city of New Sarum in a certain street or place lately called **the Ditch** but now the **New Canal** divided and bounded between the lands formerly of **Robert Baynes** gentleman on the west part, the lands of the **Lord Bishop of Sarum** on the east part, the land formerly of **Lord Staunton** on the south part and the said street a highway lately called **the Ditch** but now the **New Canal** on the north part

All which said messuages or tenement and hereditaments were formally in the occupation of the said **Benjamin Charles Collins** afterward of the said **William Bird Brodie, John Dowding** and **John Luxford** since of the said **William Bird Brodie** and **Charles George Brodie** together with one like undivided fifth part or share of and in all houses shops counting-houses hereditaments and appurtenances buildings stables yards gardens ways paths passages... hereby released.

(Sight of document ref. 911/1 Wilts & Swindon RO)

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Agreement 30th October 1832

This is the final Agreement made in the Court of our Sovereign Lord the King at Westminster on the 30th day of October in the third year of the reign of William the Fourth by the grace of God of the United Kingdom of Great Britain and Ireland King Defender of the Faith before Nicolas Conyngham Tindal, James Allan Park, Stephen Caselee, John Bernard Bosanquet, Edward Hall Alderson, Justices of our Lord the King and others then and there present

between **William Bird Brodie** esq and **Christopher Gerard Rigby Collins** esq **Robert Austen Langworthy** esq and Elizabeth his wife, **William Webster** esq and Mary Beata his wife, **John Walker** (sic) **Phelps** clerk and Sarah his wife and **William Somerville Ahmuty** esq and Edith his wife of one undivided fifth part of one messuage with the appurts' in the city of New Sarum

Where upon a Plea of Covenant was summoned between them in the same Court (that is to say) that the aforesaid **Christopher Gerard Rigby, Robert Austen and Elizabeth, William and Mary Beata, John Walker and Sarah, William Somerville and Edith** have acknowledged the aforesaid fifth part with the appurts' to be the right of him the said **William Bird** as that which the said William Bird hath of the gift of the aforesaid Christopher Gerard Rigby, Robert Austen and Elizabeth, William and Mary Beata, John Walker and Sarah, William Somerville and Edith

And that they have remised and quit-claimed from them the said Christopher Gerard Rigby, Robert Austen and Elizabeth, William and Mary Beata, John Walker and Sarah, William Somerville and Edith their heirs to the aforesaid William Bird and his heirs for ever

And moreover the said Christopher Gerard Rigby hath granted for his and his heirs that they will warrant to the aforesaid William Bird and his heirs the aforesaid fifth part with the appurts' against him the said Christopher Gerard Rigby and his heirs for ever

And further the said Robert Austen and Elizabeth have granted for them and the heirs of the said Elizabeth that they will warrant to the aforesaid William Bird and his heirs the aforesaid fifth part with the appurts' against them the said Robert Austen and Elizabeth and the heirs of the said Elizabeth for ever

And furthermore the said William Webster and Mary Beata have granted for them and the heirs of the said Mary Beata that they will warrant to the aforesaid William Bird his heirs the aforesaid fifth part with the appurts' against them the said William and Mary Beata and the heirs of the said Mary Beata for ever

And also the said John Walker and Sarah have granted for them and the heirs of the said Sarah that they will warrant to the aforesaid William Bird his heirs the aforesaid fifth part with the appurts' against them the said John Walker and Sarah and the heirs of the said Sarah for ever

And also the said William Somerville and Edith have granted for them and the heirs of the said Edith that they will warrant to the aforesaid William Bird and his heirs the aforesaid fifth part with the appurts' against them the said William Somerville and Edith and the heirs of the said Edith for ever

And for this acknowledgment remise quit-claim warranties fine and agreement the said William Bird hath given to the aforesaid Christopher Gerard Rigby, Robert Austen and Elizabeth, William and Mary Beata, John Walker and Sarah, William Somerville and Edith £60 sterling

(Ref 911/1 – Wilts & Swindon RO)