



Parish of Lacock

Dated 12 July 1869

*Mrs Harriet Barton
and her Mortgagees
---- to ----
Edward Harris Esqr.*



Counterpart Lease
of Bewley Villa, Lacock, Wilts.

Term 18 years 3 months
Rent £70 per annum

Parties to document :-	Mrs Harriet Barton of Chippenham, Widow. Edward Harris of Bewley Villa Lacock, Gentleman.
Other names mentioned :-	Gabriel Golding of Beechfield House, Wilts., M.P. Alfred John Keary of Chippenham, Solicitor. William Kemm of Corsham, Surgeon. Richard Barton of Lacock, her husband and Common Brewer deceased. Emily the Wife of William Henry Gillett. Harriet Louisa Barton. William Henry Gillett .
Property mentioned in this document :-	Bewley Villa, Lacock; with the out offices, two greenhouses, vinery, summerhouse, potting house & gardens. Lacock Brewery,

This Indenture made the Twelfth day of July One thousand eight hundred and sixty nine Between Gabriel Golding of Beechfield House in the County of Wilts Esquire M.P. Alfred John Keary of Chippenham in the same County Solicitor and William Kemm of Corsham in the same County Surgeon (hereinafter called the Mortgagees of the first part Harriet Barton of Chippenham aforesaid Widow (hereinafter called the Lessor of the second part and Edward Harris of Bewley Villa Lacock in the same County Gentleman hereinafter called the Lessee of the third part **Whereas** the said Harriet Barton is entitled for her life under and by virtue of the Will of her late husband Richard Barton of Lacock aforesaid Common Brewer deceased (which Will bears the date nineteenth day of September One thousand eight hundred forty nine and was proved by the said Harriet Burton the sole executrix thereof Registry of the Court of Probate on the eighth day of April One thousand eight hundred and sixty three to the messuage and premises hereinafter described

and expressed to be hereby demised **And Whereas** by an Indenture dated the Seventeenth day of February One thousand eight hundred and sixty six and made between the said Harriet Barton of the first part Emily the Wife of William Henry Gillett and Harriet Louisa Barton of the second part part and the said William Henry Gillett of the third part and duly acknowledged by the said Emily Gillett certain premises called Lacock Brewery adjoining the said messuage and premises hereinafter described were with other hereditaments demised to the said William Henry Gillett his executors administrators and assigns for the term of twenty one years from the first day of January One thousand eight hundred and sixty six at the yearly rent and subject to the covenants and conditions on the part of the said William Henry Gillett therein reserved and contained **And whereas** the lessee lately contracted with the persons in whom the hereditaments demised by the said Indenture of lease of the seventeenth day of February One thousand hundred and sixty six had become vested for the purchase thereof for the residue of the said term and for the purchase of the Goodwills of the businesses carried on upon the same or upon some part thereof and in pursuance of the said contract the said Brewery and hereditaments comprised in the said recited Indenture of Lease have become vested in the Lessee for the residue of the said term of twenty one years and the said businesses have also become vested in him **And whereas** upon the treaty for the purchase of the said lease and businesses by the the Lessee applied to the Lessor to let or grant him a lease of the said messuage and premises hereinafter described for a for a term commensurate with the unexpired term of the said recited Lessor of the said Brewery (if the Lessor should so long live to enable him to reside near and superintend his business which the request of the lessor agreed to join in these presents for the purpose of making a valid demise of the said messuage and premises **Now this Indenture Witnesseth** that in pursuance of the said Agreement and in consideration of the rent hereinafter reserved and of the covenants by the Lessee hereinafter contained They the Mortgagees at the request of the Lessor do hereby demise and the Lessor **Doth** hereby grant demise and confirm unto the said Lessee his executors administrators and assigns **All** that messuage or dwellinghouse situate at Lacock aforesaid and called or known as Bewley Villa with the outoffices two Greenhouses Vinery Summerhouse potting house Gardens and thereto belonging or held and occupied therewith which said premises were late in the occupation of the Lessor and are now occupied by the Lessee Together with all rights easements and appurtenances belonging to or usually occupied or enjoyed with the same premises **To have and To Hold ~** the premises hereinbefore to be hereby demised unto the Lessee his executors administrators and assigns for the the term of Eighteen Years and three months to be computed from the first day of October one thousand eight hundred and sixty eight if the Lessee shall so long live and if and if the said Brewery Lease hereinbefore recited shall be so long subsisting **Yielding and Paying** therefore during the continuance of the said term the yearly rent of **Seventy pounds** by four equal quarterly payments on the twenty fifth day of March twenty fourth day of June in the twenty ninth day of September and the twenty fifth day of December the first of which quarterly payments became due on the twenty fifth day of December last **And also** yielding and paying for the period which shall elapse between the day of the date hereof or any one of the said quarterly days of payment the death of the lessor or the day of determination of the said Brewery Lease whichever shall first happen aproportionate part of the said rent the said proportionate part to be payable on the day of the death of the Lessor or on the determination of the said Brewery Lease whichever shall first happen **And also** yielding and paying in the event of and immediately upon the said term being determined by reentry under the proviso hereinafter contained or proportionate part of the said rent for the fraction of the current quarter up to the day of such reentry the said rent to be paid clear of all deductions (except landlord property tax **Provided always and it it is hereby agreed and declared** that in the meantime and until the Mortgages or the Survivors or Survivor of them or his heirs their or his assigns shall require the payment of the said rent to them or him and give to the Lessee his executors Administrators or assigns or leave – “--”-- at or upon the premises expressed to be hereby demised a notice in writing requiring such payment the said rent shall or may be paid to the Lessor her executors administrators or assigns and her and their receipts shall be sufficient discharges for the same **Provided also ~ and it is hereby agreed and declared** that if at

That time prior to such Notice having been given or left as aforesaid any part of the said rent shall be in arrears for twenty one days the Lessor her executors administrators and assigns and from and after the giving or leaving of such Notice then the Mortgagees their heirs and assigns (as the case maybe) may enter and distrain upon the said premises expressed to be hereby demised for the arrears of the said rent and dispose of the distress or distresses then and there found as Landlords may be law do for Rent in arrear to the intent that thereby the arrears so due and all costs occasioned by the Rent being so in arrear may be fully satisfied And the lessee doth hereby for himself his heirs

executors administrators and assigns Covenant with the Mortgagees their heirs and assigns And also as a separate Covenant with the Lessee her executors administrators and assigns should the lessee his executors administrators or assigns will during the continuance of the said term pay unto the Lessor her executors administrators or assigns unto such Notice as aforesaid shall have been given or left by the Mortgagees or Survivors or Survivor of them or his heirs or their or his assigns as aforesaid and henceforth unto the Mortgagees their heirs or assigns the said Rent hereinbefore reserved at the times and in manner aforesaid clear of all deductions (except as aforesaid) **And also** will pay all existing and future taxes rates assessments and outgoings of every description (except Landlord's property tax) for the time being payable either by Landlord or Tenant in respect of the said premises expressed to be hereby demised **And also** will throughout the continuance of the said term well and substantially repair and keep in repair painted glazed papered and colored the whole of the said premises expressed to be hereby demised and all additions to the premises during the term hereby granted **And Also** will during the continuance of the said term scour cleanse and keep in repair all closets sinks drains and watercourses walks and plant and cultivate the ornamental and Kitchen Gardens and renew or replace any trees or shrubs that may die decay or be removed **And** will not make any alterations or additions to the demised premises which shall or may depreciate the appearance or convenience thereof which may lower the saleable value thereof **And also** will permit the Mortgagees their heirs and assigns and the lessor her heirs and assigns and all persons authorized by them or any of them at all reasonable times during the continuance of the said term to enter upon the said premises to ascertain the state thereof and give or leave Notice in writing upon the same premises for the lessee his executors administrators or assigns of all defects decays and wants of repair there found **And also** will within three calendar months after every such notice will and sufficiently repair paint paper color whitewash restore replace amend and make good such defects decays and wants of repair whereof notice shall have been so given or left **And also** will throughout the continuance of the said term at the like expense keep the said premises insured against loss or damage by fire in some good Insurance office for a sum not less than Five hundred pounds **And also** will when thereunto required produce to the lessor her heirs and assigns and to the Mortgagees their heirs and assigns and to her their and any of their Agents the Policy and Policies of Insurance and the receipts for the premiums Duty and other sums payable for effecting and keeping on foot the said Insurance **And also** will lay out all the monies which shall be received under or by virtue of any such policy or policies in rebuilding or repairing such part of the said premises as shall have been destroyed or damaged by fire **And also** will not without the previous license in writing of the Mortgagees their heirs or assigns or of the lessor in case she shall be in receipt of the rents and profits of the said premises assign or underlet the said premises or any part thereof **And also** will at the expiration or sooner determination of the said term deliver up to the Mortgagees their heirs or assigns the the said premises in such good and substantial repair and condition aforesaid and in such state and condition as shall be consistent with the due performance of the several covenants hereinbefore contained **Provided always and these Presents are upon this express condition** that if and whenever any part of the rent hereby reserved shall be in arrear for thirty days and there shall be no sufficient distress on the premises **Or** if and whenever the lessee his executors administrators or assigns shall assign or underlet the said the said premises or any part thereof without such license as aforesaid or shall become Bankrupt or Insolvent or if and whenever there shall be a breach of any of the Covenants by the lessee hereinbefore contained either the Mortgagees their heirs or assigns (or the lessor her heirs appointees or assigns until such Notice shall have been given by the Mortgagees or the survivors or Survivor of them or his heirs or their or his assigns as aforesaid) may re-enter upon any part of the said premises in the name of the whole and thereupon the said term of Eighteen years and three months shall absolutely determine And each of them the Mortgagees and the lessor so far as relates to his or her own acts and Deeds and the acts and Deeds of all persons claiming through or under him or her doth hereby for himself or herself his or her heirs executors administrators and assigns **Covenant** with the lessee his executors administrators and assigns that he and they paying the Rent hereby reserved and performing and observing the several Covevants by the lessee hereinbefore contained may peacefully hold and enjoy the said premises during the continuance of the said term without any interruption by the Mortgagees and Lessor or any or either of them their or any or either of their heirs executors administrators or assigns or any person lawfully or equitably claiming through them or any or either of them In Witness whereof the said parties to these presents have hereunto set their hands and Seals the day and year first above written.

Signed and Seal of Edwd. Harris

Notes:

1861 Census – Richard Barton of Bewley Common, aged 49. Brewer, Maltster Spirit Merchant, employ one female, one Clerk, fifteen Men & two Boys.

Harriet his Wife and children Harriet, Walter and Ellen.

March 2, at Lacock, aged 52 years, Mr. Richard Barton, after a long and painful illness, borne with christian fortitude, and resignation. His end was peace. Friends will please accept this intimation.

Source: Wiltshire Indendent 5 March 1863.

LACOCK BREWERY.

Near Chippenham, Wiltshire.

SALE OF "AN EXTENSIVE CELLAR OF
ABOUT 1000DOZ. OF FINE OLD WINES.

MESSRS. ALEXANDER & DANIEL are instructed by Messrs. Barton and Co., to
SELL BY PUBLIC AUCTION, on the Premise, Lacock, near Chippenham, on WEDNESDAY, the
13th July 1864, a most extensive Cellar of Choice.

PORT, SHERRY, CLARET, & other Wines.

Containing in the whole about one Thousand Dozen,
selected with greatest care and judgment by the
late Mr. RICHARD BARTON, deceased.

Among the PORTS are

37 DOZ., QUARTS and 18 DOZ., PINTS of 1847,

78 DOZ. of 1851, 156 DOZ. Of 1858,

Of Cockburn's Sandeman's, and other eminent shippers,
And 94DOZ. PORT, recently bottled.

The Sherries amount to about 370 dozen, including
Peter Domecq's Amontillado, Amoroso, and other
fine Sherries.

The Clarets consist of about 137 dozen quarts and
66 dozen pints, containing Chateau Lafitte, Chateau
Larose, and various light Clarets.

ALSO IN BOND,

Four hogsheads and 20 cases Pale and Brown BRANDY

A few dozen HOCK and SAUTERNE.

Two casks Ingham's MARSALA.

One hogshead and four quarter casks very old HOLLANDS.

Four quarter casks Gold SHERRY.

The Sale will commence at 11 o'clock.

The Wines may be tested in the Cellars from the respective Bins the day previous to the Sale, and
samples will be produced at the time of sale.

Lacock Brewery is distant four miles from the Chippenham, Melksham, and Corsham Stations on the
Great Western Railway.

Catalogues are in preparation, and may be obtained, seven days previous to the Sale, at the White Lion
Hotel, Bath; Gazette Office, Devizes; Salisbury and Winchester Journal, Salisbury; and at the
Auctioneer's Office, 49 Broad Street.

Messrs. Alexander and Daniel request the attention of the Gentry, Private Families, Hotel keepers, and
the Trade to the above important Sale.

Bristol, 21st June, 1864.

Source: Wiltshire Times and Trowbridge Advertiser 25 June 1864.