



*Dated January 1900*

*Messrs. John A. Folliott,  
James M. Folliott and  
Henry Folliott*

*----- to -----*

*Thos. Gilbert Folliott Esq.*



***Mortgage***

*of a Brewery and Public Houses,  
for securing £9000 and Interest  
at 4 per cent per annum*

**Names mentioned in the document :-**

John Alfred Folliott  
James Maton Folliott  
Henry Folliott  
Thomas Gilbert Folliott  
John Folliott, deceased  
Charles Moody, deceased  
William Griggs

Harriett Brown  
Eliza Gurd  
William Wise  
Elizabeth Rattue  
Fanny Bradshaw  
Basil Taber  
Argent Henry Jay

Mrs. Young  
Gideon Webb  
James Wesley Miell  
Henry William Churchill  
Charles Twiner  
William Frank Roper  
Frederick Vincent

**Property mentioned in this indenture:-**

- The Brewery and adjoining land
- The Tap and Malthouse.
- Three dwelling houses, nos. 1, 2, and 3 College Street, Salisbury.
- Two dwelling houses nos. 1 and 2 Wyndham Villas, Salisbury.
- Premises, south side of The Kings Arms.
- Cottage and shop adjoining the George and Dragon.
- Public Houses
  - Old George Public House with the Brewery, Rolleston Street, Salisbury.
  - London Inn, London Road, Salisbury.

- Crown and Archer, Exeter Street, Salisbury.
- The Barley Mow, Green Croft Street, Salisbury.
- Wyndham Arms Hotel, London Road, Salisbury.
- The Kings Arms, St. John Street, Salisbury.
- The George and Dragon, Castle Street, Salisbury.
- Black Horse Inn, Durnford, Wilts.
- The Black Horse, Castle Street, Salisbury.

**This Indenture** made the Second day of January One thousand nine hundred **Between** John Alfred Folliott James Maton Folliott and Henry Folliott of Salisbury in the County of Wilts Brewers and Spirit Merchants thereafter called the Mortgagors of the one part and Thomas Gilbert Folliott of Wiveliscombe in the County of Somerset Gentleman hereinafter called the Mortgagee of the other



**Whereas** the Mortgagors are seized of the hereditaments hereby assured in fee simple in possession free from incumbrances as Tenants in common in equal shares **And whereas** it is agreed between the Mortgagors and Mortgagee that the Mortgagee shall lend to the Mortgagors the sum of Nine thousand pounds upon having the repayment thereof with interest secured in manner hereinafter appearing **Now this Indenture witnesseth** that in pursuance of the said agreement in this behalf and in consideration of Nine thousand pounds now paid to the Mortgagors by the Mortgagee the receipt whereof is hereby acknowledged. The Mortgagors do and as a separate covenant each of them Doth hereby **Covenant** with the Mortgagee his executors administrators and assigns that they the Mortgagors or their respective heirs executors or administrators or some or one of them will on the twenty fifth day of March One thousand nine hundred pay to the Mortgagee his executors administrators or assigns the sum of nine thousand pounds with interest for the same in the meantime at the rate of Four pounds per cent per annum from the date of these presents And will thereafter in case and long as the said sum of Nine thousand pounds or any part thereof shall remain owing on this security pay to him or them Interest for the same at the rate aforesaid by equal quarterly payments on the twenty fifth day of March and the twenty fourth day of June the twenty ninth day of September and the twenty fifth day of December in every year **And this Indenture also Witnesseth** that for the consideration aforesaid The Mortgagors as Beneficial Owners do and each of them Doth hereby grant and convey unto the Mortgagee his heirs and assigns **All and Singular** the Brewery messuages Public Houses buildings lands hereditaments and premises respectively specified or referred to in the Schedule hereunder written **To hold** the same Unto and to the use of the Mortgagee his heirs and assigns subject to the proviso for redemption hereinafter contained **Provided** always that if the Mortgagors or their respective heirs executors administrators or assigns or any of them shall pay to the Mortgagee his executors administrators or assigns the said sum of nine thousand pounds with interest for the same in the meantime at the rate of four pounds per cent per annum on the said Twenty fifth day of March One thousand nine hundred then the Mortgagee his executors administrators or assigns will at any time thereafter upon the request and at the cost of the Mortgagors or their respective heirs or assigns reconvey the said premises hereinbefore assured unto and to the use of the Mortgagors their respective heirs and assigns in equal shares "as tenants" in common or as they share direct **And** the Mortgagors hereby jointly and several Covenant with the Mortgagee that the Mortgagors will not at any time grant or enter into any agreement to grant any lease of the premises before mentioned or any part thereof without the consent in writing of the Mortgagee his executors administrators or assigns save and except upon a tenancy from year to year or for a term not exceeding three years **And it is** further agreed that the Mortgage may at any time without any further consent on the part of the Mortgagors demise or

enter into any agreement to demise the said premises or any part thereof upon any terms he thinks fit **Provided** always that this power shall not be exercised until such time as the Mortgagee is by Law empowered to sell the said premises **Provided** also that no Lessee under the aforesaid power shall be bound to enquire whether such time has arrived or be affected by notice that such time has not arrived **And it is** further agreed that the said power may be exercised by the person who for the time being is by Law empowered to sell the said premises as aforesaid **And** the Mortgagors do hereby jointly and severally Covenant with the Mortgagee that they the Mortgagors some or one of them will during the continuance of the present security keep the messuages and buildings comprised in or subject to this security and all messuages and buildings which may from time to time be so comprised or subject insured against loss or damaged by fire in such sums amounting in the aggregate to the sum of Nine thousand pounds at least and in such Office of Insurance as shall be approved of by the Mortgagee in the names of the Mortgagors or if required in the joint names of the Mortgagors and Mortgagee and will duly and punctually pay all premiums and monies necessary for effecting and keeping up the said Insurance on the first day on which the sume ought to be paid and will deposit with the Mortgagee the Policy or Policies of every such Insurance and on demand produce to him the receipt for every such payment And that if default shall at any time be made by the Mortgagors in effecting or keeping up such Insurance as aforesaid it shall be lawful for the Mortgagee to insure and keep insured the said premises or any part thereof in the aggregate sum of not exceeding Nine thousand pounds **And** the Mortgagors hereby jointly and severally Covenant to forthwith repay to the Mortgagee such sum as may be paid by him or them for the premium on any Insurance which may be effected and whether arising by default in payment by the Mortgagors or otherwise with interest on the on the same sum at the rate of Five pounds per cent per annum **Provided always and it is hereby agreed** that the Mortgagee or the person or persons claiming under him shall not be answerable for any involuntary losses which may happen in or about the exercise or execution of any of the powers herein contained or the powers or trusts which may be vested in him by virtue of ant statute **In Witness** whereof the said parties to these presents have hereunto set thir hands and seals the day and year first before written.

### **The Schedule before referred to**

The Old George Public House with the Brewery in the rear thereof situate in Winchester and Rolleston Streets Salisbury aforesaid

The Store premises in the rear of the said Brewery The Tap in Rolleston Street also in the rear of the said Brewery

The Malthouse and premises belonging to the said Brewery and near or adjoining thereto

A piece of land purchased by the late John Folliott deceased of Charles Moody since deceased and now forming part of the said Brewery premises

All the above premises are now in the occupation of the Mortgagors

A messuage or Public House and premises situate on the London Road Salisbury aforesaid known as the London Inn and now in the occupation of William Griggs

A messuage or Public House and premises known as the Crown and Archer situate in Exeter Street Salisbury aforesaid and now in the occupation of Harriett Brown

A messuage or Public House and premises known as The Barley Mow situate in Green Croft Street Salisbury aforesaid and now in the occupation of Eliza Gurd and the Malthouse and other premises adjoining thereto now in the occupation of the said John Alfred Folliott, James Maton Folliott and Henry

Folliott

A messuage or Public House Stables and premises known as the Wyndham Arms Hotel situate on the London Road Salisbury aforesaid and now in the occupation of William Wise Also three messuages or dwelling houses adjoining the thereto and known as Nos. 1, 2 and 3 College Street and now in the respective occupations of Elizabeth Rattue Fanny Bradshaw and Basil Taber

And two other messuages dwelling houses also adjoining the said Public House known as No. 1 and 2 Wyndham Villas now in the respective occupations of Argent Henry Jay and Mrs. Young

A messuage or Public House and premises known as The Kings Arms situate in St. John Street Salisbury aforesaid and now in the occupation of Gideon Webb

And also a messuage and premises adjoining on the South side thereof now in the occupation of James Wesley Miell

A messuage or Public House and premises known as The George and Dragon situate in Castle Street Salisbury aforesaid and now in the occupation of Henry William Churchill also a messuage or cottage and shop adjoining now in the occupation of Charles Twiner

A messuage or Public House Malthouse Land Garden Orchards and premises known and occupied together as the Black Horse Inn and premises situate at Durnford in the said County of Wilts and now in the occupation of William Frank Roper

A messuage or Public House and premises known as The Black Horse situate in Castle Street Salisbury aforesaid and now in the occupation of Frederick Vincent

Signed Sealed & Delivered by the before named  
James Maton Folliott, Henry Folliott, Henry Folliott  
in the presence of  
Arthur C. Jonas  
Solicitor  
Clerk to Mr. Powning  
Solicitor, Salisbury

*John Alfred Folliott*  
*James Maton Folliott*  
*Henry Folliott*

Signed Sealed & Delivered by the before named  
Thomas Gilbert Folliott in the presence of . . . . .

**Note.**

John Folliott & Sons, Old George Steam Brewery, Rollestone Road, Salisbury.  
The Company was take over by Ushers of Trowbridge in 1918.