



# *Buildings and Lands Parish of All Cannings*

*Dated 19 November 1764*

*Mr Ralph Winter*

*---- to ----*

*William Gale*



### **Assignment**

(by the direction of John Swanborough)  
Of a Leasehold Cottage with the  
Appurtenances

Parties to document :-	Ralph Winter of Pewsey, Yeoman John Swanborough of All Cannings, Yeoman, aged 21 years William Gale of All Cannings, Gentleman
Other names mentioned :-	Alice Swanborough, widow John Richards Esq Thomas Swanborough, brother aged 13 years Philip Swanborough, brother aged 8 years Thomas Tucker
Property mentioned in this document :-	Cottage containing two ground rooms lofted over with a little shop and a little garden containing by estimation two Luggs

**This Indenture** Tripartite made the nineteenth day of November in the fifth year of the reign of our Sovereign Lord George of Great Britain France and Ireland King & Defender of the Faith and so forth and in the year of our Lord One thousand seven hundred and Sixty four **Between** Ralph Winter of Pewsey in the County of Wilts Yeoman of the first part John Swanborough of All Cannings in the said County of Wilts Yeoman of the second part and William Gale of All Cannings aforesaid Gentleman **Whereas** John Richards Esquire by his Indenture of Lease bearing date the Twelfth Day of February in the year of our Lord one thousand Seven hundred and twenty nine for the Considerations therein mentioned **Did** Demise Grant to farm Lett unto the said John Swanborough **All that** cottage containing Two Ground Rooms lofted over with a little shop thereunto adjoining and a Little Garden there and belonging containing by estimation Two Luggs (be it more or less) then in the possession of Alice Swanborough widow or of her Assigns Situate in All Cannings aforesaid **To be had and held** unto the said John Swanborough his Executors Administrators and Assigns for and during and unto the full End and Term of fourscore and nineteen years (if the said John Swanborough aged then Twenty one years Thomas Swanborough then aged Thirteen years and Philip Swanborough then

Aged Eight years Brothers of the said John Swanborough or any either of them should so long live At and under the yearly Rent and covenants in the said recited Indenture of Lease reserve and contained on the Lefsees part to be paid and performed as in & by the said rented Indenture of Lease relation thereunto being had may more fully appear **And Whereas** by a certain indenture of Mortgage or Afsignment bearing date the Two & Twentyeth Day of ffebruary in the year of our Lord One thousand seven hundred & thirty six and made or mentioned to be made Between the said John Swanborough of the one part and the said Ralph Winter of the other part Reciting to the Effect hereinbefore recited He the said John Swanborough in consideration of the sume of Twenty pounds of lawful money of Great Britain to him in hand paid by the said Ralph Winter **Did Grant Bargain Sell Afsign & Set ever** unto the said Ralph Winter **All that** the therein and hereinbefore recited cottage Garden and Premises thereby intended to be afsigned with the appurtenances and every part thereof And also all the Estate Right Title Interest Term of years then to come and unexpired property Claim and Demand whatsoever of him the said John Swanborough of in & to the same premises or any part thereof by virtue of the said recited Indenture of **be had and held** unto the said Ralph Winter his Executors Administrators and Afsigns ffrom thenceforth ffor and during all the Rest of ffourscore & nineteen years (Determinable as as aforesaid) then to come and unexpired in as large and ample manner to all intents and purposes as he the said John Swanborough ever held and enjoyed or might should or ought to have held and enjoyed the same At and under the said Rent & Covenants in the said rented Indenture of Lease contained **In Which Rented** Indenture of Mortgage or Afsignment is contained a provised for making void the same on payment by the said John Swanborough his Heirs Ex[ecut]ors or Adm[inistrat]ors to the said Ralph Winter his Ex[ecut]ors Admi[nistrat]ors or Afsigns of the full sume of Twenty Pounds with Lawfull Interest ffor the same on a certain Day therein memtioned & long since past as by the said rented Indenture of Mortgage or Afsignment Relation there unto alfo being had may more fully appear **And Whereas** default was made in Payment of the said Twenty Pounds on the Day in the said provision mentioned whereby the Estate and Interest of him the said Ralph Winter of & in the said remortgaged premises became abfolute in Law though Subject in Equity to Redemption **And Whereas** there is now Justly Due & owing to the said Ralph Winter on the said rented Security the said principal Sume of Twenty Pounds all Interest for the same being paid to the Day of the Date here of x-x-x **Now This Indenture Witneseth** that in consideration of the sume of ffive shillings of lawfull British money to him the said John Swanborough in hand by the said Ralph Winter before the Execution hereof the Receipt whereof is hereby acknowledged He the said John Swanborough hath Remised and Released and by these presents Doth Release and Released unto the said Ralph Winter his Executors Administrators & Afsigns provifes or condition in the said recited Indenture of Mortgage contained and all power hopes Benefit & Equity of Redemption of the said Mortgaged premises by virtue or colour thereof or otherwise howsoever **And this Indenture further Witnesseth** That ffor and in consideration of the said Sum of Twenty Pounds of Lawful money of Great Britain (so due to the said Ralph Winter as aforesaid) in hand paid to the said Ralph Winter by thec said William Gale (at the request & by the Direction & Appointment of the said John Swanborough Testified by his hand made a party hereto and Executing thereof) before the execution hereof the receipt whereof the said Ralph Winter Doth hereby acknowledge and thereof & every part thereof Release Acquitt Discharge the said William Gale his Executors Administrators for ever by theses presents He the said Ralph Winter & appointment of the said John Swanborough justified as aforesaid Hath Bargained Sold Afsigned Transferred & Set over And by these presents Doth Bargain Sell Afsign Transfer and set over **And the said** John Swanborough for the considerations aforesaid And in Consideration of ffive shillings to him in hand by the said William Gale the receipt whereof is hereby alfo acknowledged Hath Granted Ratified & confirmed and by these presents Doth Grant Ratify & Confirm unto the said William Gale **All that** the hereinbefore mentioned Cottage Garden & premises and every part thereof with the Appurt[ence]s And all the Estate Right Title Interest Term of years yet to [...] & [...] property claim & demand whatsoever of him the said Ralph Winter therein or thereof by fforce & virtue of the said rented Indenture if Lease Indenture of Mortgage or Afsignment or either of them together with the said Indentures **To have and to hold** the said Cottage Garden and premises and every part thereof with Appurt[ence]s And all the Estate said William Gale his Executors Administrators & Afsigns ffrom henceforth ffor and during all the rest residue and Remainders of the said recited Term of ffourscore & nineteen years (Determinable as aforesaid) now to come and unexpired and fully to be ended At and under the said Rent & Covenants in the said recited Indenture of Lease contained **Provided** always neverthelefs and these presents are upon this condition that if the said John Swanborough his Heirs Ex[ecut]ors Adm[inistrat]ors Do and shall well & truly pay or cause to be paid unto the said William Gale his Ex[ecut]ors Adm[inistrat]ors or Afsigns the full sume of Twenty Pounds of Lawfull money of Great Britain with lawfull interest for the same on the Six Day of January next ensuing the Date hereof (Clear of all Deductions whatsoever) Then the said

Thomas Tucker his Executors Adm[inistrat]ors or Afsigns shall & will at the request Costs & Charges of the said John Swanborough his Executors Adm[inistrat]ors or Afsigns Reafsign & Transferr the said Cottage Garden & Premifses & every part thereof with the Appurt[enance]s unto the said John Swanborough his Adm[inistrat]ors or Afsigns or unto such person or persons as he or they shall appoint ffor all the remainder or then to come of the said recited Term of ffourscore & nineteen years (Determinable as aforesaid) Subject to the said rent & Covenants in the said recited Indenture of Lease contained Any thing herein contained to the contrary notwithstanding **And the Said** Ralph Winter for himself his Executors & Administrators Doth Covenant to & with the said William Gale his Executors Administrators and Afsigns by these presents That he the said Ralph Winter Hath not done or committed or wittingly or willingly suffered to be done or Committed any Grant Act Matter or Thing whatsoever wherein or whereby the premises hereby Afsigned or Any part there of are or shall or may be Impeached or Incumbred in Title Estate or otherwise howsoever **In Witnefs** whereof the partys first above named to these presents Indentures Interchangeably have sett their Hands and Seals the Day and year ffirst above written.

Received the day of the Date of the within written Indenture of & from the within named William Gale the full sume of Twenty Pounds being the Consideration within mentioned to be paid by him to me. Ralph Winter.

Witnefses: Richd. Pye, Willm. Say

Sealed and Delivered in the presence of Richd. Pye, Willm. Say