

Lodington 13 March 1707.

Christie

Draft to W^m Mowbray
One and twenty years from
Lady day 1708.

Twenty and 27. 10:0

Ex 30/79

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Shop Book



WILLIAM BROWN

made the Thirtieth Day of March in the seventh year of the reign of Our Sovereign Lady Anne by the Grace of God of Great Britain France and Ireland Queen Defender of the Faith &c. And in the year of Our Lord Christ One thousand seven hundred and seven

Between The right Hon^{ble} John Earl of Exeter of the one part and William Brown the younger of Lyddington in the County of Rutland Weaver of the other part. **Witnesseth** That for and in Consideration of the rent and Covenants herein after

reserved and contained and hereby Covenanted and agreed to be paid and performed on the part and behalf of the said William Brown his Exec^{rs} Adm^r and Assignes. In this said Earl hath leased sett and to have Letten and by these presents doth lease sett and to have Lett unto the said William Brown his Exec^{rs} Adm^r and Assignes that partell of Ground or Sheepwalk for the depasturing Eighteen Score Sheep at all times in the yeare in and upon the Great east or Common of Lyddington aforesaid called the Brand And all that partell of Ground in Lyddington aforesaid whereon the Sheep-pens belonging to the said Sheepwalk now stand together with the said Sheep-pens. And all that Close formerly two Closes or partells of inclosed pasture-ground in Lyddington aforesaid containing by Estimation Seven acres be the same more or less abutting East on the park Close herein after demised and mentioned to be now or late in the Tenure of William Brown father of the said William Brown west on another park Close now in the Tenure of Samuel Porter. Which said Sheepwalk and premises are now or late were in the Tenure of Welbourn Sill Esq^r and John Walter. And all that other Close or partell of pasture ground inclosed in Lyddington aforesaid called Browns park Close containing by Estimation Seven acres be it more or less abutting East upon a park Close in the Tenure of Richard Sherwood west upon the said Close now or late in Tenure of the said Welbourn Sill and John Walter. Which said last mentioned Close now is or late was in the Tenure or occupation of William Brown father of the said William Brown party to these presents. And all that other Closes or partell of meadow or pasture ground in Lyddington aforesaid adjoining to the said Sheep-pens, commonly called Coats Close late in the Tenure of Richard Freeman. And all ways passages waters profits Commodities Advantages Emoluments and appurtenances whatsoever to the said Sheep-pens or any of them belonging or in any wise appertaining or therewithall usually letten field used occupied or enjoyed. All Timber Trees and all other Trees and all Mines and Quarries now standing growing and being or which at any time hereafter shall or may stand grow or be in or upon the said premises or any part thereof Together with Liberty for him the said Earl his heirs and Assignes to fell cut down and carry away the same at his and their wills and pleasures always excepted and foreprized. **To have and to hold** the said Sheep-walk and Closes or partells of Ground and all and singular other the said premises with their and every of their appurtenances (except as before is excepted) unto the said William

Yielding and paying

thereof yearly and every year during the said Term unto the said Earl his heirs or Assignes the Rent or Summe of seven and twenty pounds and Ten Shillings of good and lawfull money of Great Britain on two of the most usual Feast days or times of payment of Rents in the year that is to say the Feast days of St. Michael the Archangel and the Annunciation of the Blessed Virgin Mary by even and equal portions. And the said William Brown party to these presents for himself his Executors Adm^r and Assignes and for every of them doth Covenant promise and agree to and with the said Earl his heirs and Assignes by these presents that he the said William Brown his Exec^{rs} Adm^r and Assignes respectively shall and will well and truly pay or cause to be paid unto the said Earl his heirs and Assignes the said yearly rent in manner and forme aforesaid. **PROVIDED** always and upon Condition nevertheless that if the said yearly rent or any part thereof shall be behind and unpaid by the space of One and twenty days next after either of the said Feast days or times whereon the same ought to be paid as aforesaid, altho no Demand shall have been made of or for the same, or if he the said William Brown his Exec^{rs} or administrators shall transfer or assign this present Lease, or set or let the premises hereby leased or any part thereof to any persons or persons whatsoever without the Consent and Consent of the said Earl his heirs or Assignes for that purpose first had and obtained in writing under his or their respective hands and seals That then and in either of the said Cases it shall and may be lawfull to and for the said Earl his heirs and Assignes into all and singular the said premises or any part thereof in the Name of the said Earl to enter and the same to have again repossess and rejoyce as in his or their first and former Estate these presents or any thing herein contained to the contrary thereof in anywise notwithstanding.

And the said William Brown party to these presents for himself his Executors Adm^r and Assignes and for every of them doth further Covenant promise and agree to and with the said Earl his heirs and Assignes by these presents that he the said William Brown party to these presents his Executors Adm^r and Assignes shall and will at all times during the said Term bear pay and discharge all and all manner of Taxes duties and payments whatsoever except Parliamentary Taxes imposed or to be imposed on Lands used for the publick service of the realm which shall be at any time during the said Term charged or assessed upon or for the said premises hereby leased or any part thereof. And shall and will at his and their own proper Costs and Charges well and sufficiently repair amend support maintain secure store and keep in by and with all manner of needfull reparations all the Bridges walls rails posts Gates Stiles Bridges Houts watercourses Mounds and Intlosures whatsoever of and belonging to the said premises. And at the End or sooner Determination of the said Term which shall first happen shall and will peaceably and quietly leave and yield up the same unto the said Earl his heirs and Assignes so repaired amended maintained treasured stored and kept. And also that he the said William Brown his Exec^{rs} Adm^r and Assignes respectively shall and will upon reasonable notice or warning to be given by the Steward or Bayliffe of the manor of Lyddington aforesaid appear and give attendance at the Court Leet and Court Baron to be from time to time held for the said manor and be there sworn and impawned and sworn of the Homage of the said Steward shall think fitt to require the same. And shall and will give and pay Obedient to all such orders and By-laws as the said Steward shall think fitt to make for the better order and Government of the Tenants of the said Manor. And shall and will at his and their own Cost and charges feed and keep for the said Earl his heirs and Assignes two Hounds Greyhounds or such other dogs as the said Earl his heirs or Assignes shall at any time require to be so fed and kept. And the said John Earl of Exeter for himself his heirs and Assignes and for every of them doth hereby Covenant promise and agree to and with the said William Brown party to these presents his Executors Adm^r and Assignes and every of them in manner and forme following that is to say that he the said Earl his heirs and Assignes respectively shall and will at all times during the said Term bear pay and discharge all such Parliamentary Taxes for the publick service as shall at any time during the said Term be charged or assessed on the said Earl his heirs or Assignes as Landlords of the premises hereby leased. And also that it shall and may lawfull to and for the said William Brown party to these presents his Executors Adm^r and Assignes or any of them during the first twelve years of the said Term of One and twenty years to plough up and convert into Tillage all or any part of the said several Closes now or late in the Tenure or occupations of the said Welbourn Sill John Walter and William Brown the father respectively, and to sow the same with any kind of Corn or Grain as he or they shall think most proper. And the said William Brown party to these presents for himself his Executors Adm^r and Assignes doth further Covenant promise and agree to and with the said Earl his heirs and Assignes by these presents that he the said William Brown his Executors Adm^r and Assignes shall and will well and truly pay or cause to be paid unto the said Earl his heirs and Assignes upon the Feast days or times whereon the said yearly rent of seven and twenty pounds and Ten Shillings is hereby reserved and made payable over and besides the said rent of twenty seven pounds and Ten Shillings by the like equal portions, the further rent or summe of five pounds by the year for every acre of the said Close called Coats Close which he or they shall at any time plough up or convert into Tillage, and after that rate for every lesser quantity than an acre. And the like yearly rent of five pounds by the year for every acre of the said other Closes which shall at any time after the first twelve years of the said Term be ploughed up or converted into or for Tillage ground by him the said W^m Brown his Exec^{rs} Adm^r or Assignes, and so in proportion for any less quantity than an acre. And lastly the said Earl for himself his heirs and Assignes doth Covenant promise and agree to and with the said William Brown his Executors Adm^r and Assignes by these presents that he the said W^m Brown his Executors Adm^r and Assignes respectively paying the said yearly rents in manner and forme aforesaid and fulfilling and performing all and singular the Covenants and agreements on his and their parts and behalfs to be fulfilled and performed shall and may from time to time and at all times hereafter during the said Term peaceably and quietly have hold use occupy possess and enjoy all and singular the said premises with their and every of their appurtenances except as is before excepted) without the Lawfull Let hindrance molestation Disturbance Interruption or Denial of him the said Earl his heirs or Assignes or of any other person or persons whatsoever lawfully claiming or to claim by from or under him them or any or either of them. **In Witnesse** whereof the said parties to these presents their hands and seals Interchangeably have sett the day and year first above written:

W^m Brown Jun^r

Received and delivered (Being First Duty
Stamp) In the presence of us.

Richard

Wm. Townsend