

Ridlington.

Dated February 10<sup>th</sup> 1730.

Counterpart of the Barl of Peters Draft to Mr. William Brown.

From Ladyday 1730.  
For years 2s.  
Yearly rent 7s.

Ex 30/81

Q  
In witness.

made the tenth day of February in the fourth year of the Reign of our Sovereign Lord George the Second by the grace of God of great Britain, Ireland, King Defender of the faith & in the year of our Lord One Thousand Seven hundred and Sixty.

**Witnesseth** that for and in consideration of the said Government provided and agreements hereinafter referred and contained and hereby renounced and agreed to be paid kept due and performed on the part and behalf of the said William Brown his Executors Administrators and Assignees to the said Earl of Shrewsbury that he did let and to farm let and by these presents doth demise lease let and to farm let unto the said William Brown his Executors Administrators and Assignees **all** those several Closes or grounds in Diddington Park commonly called Sherwood's Closes with the Lodge house therein and other appurtenances thereto belonging situated lying and being in Diddington in the County of Rutland and were formerly in the tenure of Richard Sherwood and also all that Sheepwalk or rights of depasturing lighter stores upon the great common called Diddington Beaud and also all that Close or part of ground in Diddington Park of which was formerly in the tenure of the said Richard Sherwood and also all that other Close or part of ground in Diddington Park of which was formerly in the tenure of John Walter and also all that other Close in Diddington Park before said common called or known by the name of the Ward Close or Brown's Close containing by estimation seven acres (by the same more or less) and abuts on the wall Close westward thereof and was formerly in the tenure of William Brown father of the said William Brown (party hereto) And also all that other Close or part of Meadow or pasture ground in Diddington aforesaid formerly called or known by the name of Cotes Close adjoining to the sheep pens aforesaid containing by estimation three acres (by the same more or less) Together with all and singular outbuildings stables yards gardens ways paths passages waters watercourses tenements profits tenements advantages emoluments and appurtenances whatsoever to the same premises belonging or in anywise appertaining or usually used therewith or taken as part part of or member thereof all which said premises now are in the possession or occupation of him the said William Brown except and always reserved out of this present demise and lease unto the said Earl his heirs or Assignees all timber trees and other trees and all lime and quarries now standing growing and being or wher at any time hereafter shall or may stand grow or be nor upon the said premises or any part thereof together with liberty for him the said Earl his heirs and Assignees to fell cut down digg up take and carry away the same at his and their wills and pleasure.

**To have and to hold** the said Lodge house premises and part of ground Sheepwalk lands and premises hereby leased or intended so to be with theire and every of their appurtenances (except as hereinafter) unto the said William Brown his Executors Administrators and Assignees from the feast of the Annunciation of the blessed virgin Mary now next ensuing the date hereof for and during and into the full end and term of twenty one years from thence next ensuing and fully to be complete and ended.

**And also** paying therefor yearly and every year during the said term unto the said Earl his heirs or Assignees the yearly rent or sum of Twenty pounds of good and lawfull money of great Britain aforesaid upon the two most usual feasts or days of payment of rents in the year that is to say the feast of Saint Michael the Archangel and the feast of the Annunciation of the blessed virgin Mary by even and equal portions and payments the first payment thereof to begin and be made at or upon the feast of Saint Michael the Archangel next ensuing the date hereof **and also** unto the said Earl his heirs or Assignees the further yearly rent or sum of three pounds of like lawfull money for every acre of the said premises hereby demised (except as hereinafter is mentioned and declared) which he the said William Brown his Executors Administrators or Assignees or any of them shall (without the consent of the said Earl his heirs or Assignees for that purpose first had and obtained in writing under his or their respective hand and seal or hands and seals) plow digg up or overturn into Village and after that rate and proportion for any greater or lesser quantity than an acre such yearly rent of three pounds per acre to be payable and paid at or upon the feasts or days before mentioned and appointed for the payment of the said yearly rents of twenty pounds and in like manner and proportions the first payment thereof to begin and be made in every year respectively at or upon the first of the feasts or days of payment which shall happen next after such plowing digg up or overturning into Village as aforesaid **Provided** always and these presents are upon this Condition nevertheless that if the said several yearly rents or any part thereof shall be behind or unpaid in part or in all by the space of fourteen days next over or after any of the said feasts or days of payment on which the same ought to be paid as aforesaid (altho' no demand shall have been made of or for the same) Or if the said William Brown his Executors Administrators or Assignees or any of them shall sell any part of his or their estate interest or term of in and to the said demised premises or all or any part of the said premises to any person or persons whatsoever other than to his or their wife Child or Children without the dispute and trouble of the said Earl his heirs or Assignees for that purpose first had and obtained in writing under his or their respective hand and seal or hands and seals that thousand in either of the said Closes it shall and may be lawful to and for the said Earl his heirs and Assignees into all and singular the said demised premises or any part thereof in the name of the whole wholly to let and the same to have again retain reposes and enjoy as in his and their first and former estate these presents or anything herein contained to the contrary thereof notwithstanding.

**And** the said William Brown for himself his Executors Administrators and Assignees and for every of them doth renounce promise and agree to and with the said Earl his heirs or Assignees by these presents in manner and form following (that is to say) That he the said William Brown his Executors Administrators and Assignees none or one of them shall and will well and truly pay or cause to be paid unto the said Earl his heirs or Assignees the said yearly rents at the days and times limited and appointed for payment thereof in manner and form aforesaid **And also** that he the said William Brown his Executors Administrators and Assignees shall and will from time to time and at all times during the said term hereby demised at his and their own proper Costs and Charges wher and as often as need shall be or require well and sufficiently repair support and maintain up hold stowthaus and keep in bond with all and all manner of needfull and necessary reparations amendments stonings and stonings the said Lodge house outbuildings stables walls gates pales rails hedges ditches mounds and fentes thereto belonging or in anywise appertaining **And also** that it shall and may be lawful to and for the said Earl his heirs and Assignees and every of them or to and for his or their Steward or Stewards Agent or Agents for the time being with such workmen as he or they or any of them shall think fit or without at all times during the said term to enter or come into or upon the said hereby demised premises or any part thereof be in good and sufficient repair or not and of the defaults details and wants of reparations of the said premises or any part thereof then and there found to give or leave writing at or upon the premises or any part thereof for the said William Brown his Executors Administrators and Assignees to repair and cause the same within the space of one month then next following And that he the said William Brown his Executors Administrators and Assignees none or one of them shall and will within the said space of one month after such notice in writing left aforesaid well and sufficiently repair and cause the same accordingly **And** at the end or sooner determination of the said term hereby demised shall and will peaceably and quietly leave over and yield up the same and every part and particle thereof with their and every of their appurtenances so well and sufficiently repaired amended supported up hold maintained cleaned stoned and kept unto the said Earl his heirs or Assignees **And also** that he the said William Brown his Executors Administrators and Assignees shall and will at his and their own proper Costs and Charges bear pay and discharge all and all manner of Taxes charges dues assessments and payments whatsoever as well parochial as Parliamentary wher at any time or time during the said term hereby demised are shall or may be charged imposed or exacted upon for or in respect of the said demised premises or any part thereof (the said term commonly called the land) Exclusively wher he the said Earl his heirs or Assignees is or are to bear pay or allow **And also** that he the said William Brown his Executors Administrators and Assignees at his and their own proper Costs and Charges shall and will yearly and every year during the said term hereby demised plant or set in or upon some town next part of the same premises Twenty young and thriving trees or plants of Oak Ashor Elm and the same being set or planted shall and will use his and their best endeavours by felling and other proper means to preserve and keep for timber and in a thriving and fruitfull condition **And also** that he the said William Brown his Executors Administrators and Assignees shall and will from time to time and all times during the said term hereby demised spread cast or fodder out all the hay straw and fodder which shall arve or grow upon or from the premises upon some part thereof and not elsewhere And also shall and will in an husbandlike manner lay spread and bestow in upon the said demised premises or some part thereof and not elsewhere all the dung manure or Compost which shall or may be made and arise from the crops of corn grain and hay wher shall grow upon the same premises or any part thereof **And also** that he the said William Brown his Executors Administrators and Assignees shall and will upon reasonable notice or warning to be given by the Steward or Bailiff of the Manors of Diddington town Calderot for the time being appear and give attendance at the Courts Leet and Courts Baron to be from time to time held for the said Manors and be there and there banquelled and sworn on the Jury or Damage if the said Steward shall think fit to require the same And shall and will submit and yield obedient to all such orders and by laws as at such Courts have been or shall be made and ordained and also shall and will pay all such fines penalties and amercements as at such Courts shall be set or imposed upon him or them respectively to him or them for the neglect breach or non performance of any such orders or by laws **And also** that he the said William Brown his Executors Administrators and Assignees shall and will from time to time during the first fifteen years of the said term hereby demised (as herein after mentioned) lay down and let all and every the closes grounds and lands wher they shall plow break up tovert or overturn in Village and let fallow every fourth year the same shall continue in Village **And also** shall and will at his and their own proper Costs and Charges after the end of the said first fifteen years hereby demised lay down the same premises and every part thereof which shall be plowed or tilled in Village and in an husbandlike manner shall and will sow the same and every part thereof with such suitable and convenient grass seeds as shall be thought proper by the said Earl his heirs or Assignees or his or their Steward or Stewards Agent or Agents for the time being **And** he the said Earl for himself his heirs and Assignees doth renounce promise and agree to and with the said William Brown his Executors Administrators and Assignees by these presents that it shall and may be lawful to and for the said William Brown his Executors Administrators and Assignees from time to time and at all times during the first fifteen years of the said term hereby demised to plow digg up and overturn into Village part of the Closes or part of ground hereby mentioned being part of the said Close called Sherwood (viz) all or any part of that Close or part of ground commonly called or known by the name of Dridit in Dane Close and also so much of the last part of the Close called Heather Dane Close as he or they shall think proper not exceeding ten acres in the whole And also all or any part of that Close called Cotes Close (viz) all or any part of the said Close above four acres together without letting the same let fallow one year **And also** that he the said William Brown his Executors Administrators and Assignees paying the said yearly Rent and performing the Government provided and agreements hereinbefore mentioned which out his and their parts are and ought to be paid and performed shall and may peaceably and quickly have hold use occupy possess and enjoy the said Lodge house Closes Sheepwalk Lands and premises hereby demised with their and every of their appurtenances (except before excepted) without the lawfull lets suits trouble hindrance or detraction or denial of him the said Earl his heirs or Assignees or any of them or of any other person or persons whatsoever lawfully having or having from under him the ownership of them.

**In witness whereof** the said parties to these presents have hereunto interchangably set their hands and seals the day and year first above written.

2000-18



2000-18

Sealed and delivered

With Proofs of

J. W. Bur. Leigh

Chas. Hamford