



Witnesseth

made the Twelfth day of February in the fourth year of the reign of our Sovereign Lord George the Second by the grace of God of Great Brittain France and Ireland King Defender of the faith and in the year of our Lord One thousand seven hundred and Thirty **Between** the Right Honourable Rowland Earl of Exeter Baron of Burghley of the one part and William Brown of Dolt in the County of Deirester Yeoman of the other part **Witnesseth** that for and in Consideration of the Deeds, covenants, provisions and agreements hereinafter referred and contained and hereby covenanted and agreed to be paid kept done and performed on the part and behalf of the said William Brown his Executors Administrators and Assignes of the said Earl **Notwithstanding** sealed sett and to farm lett and by these presents doth demise lease sett and to farm lett unto the said William Brown his Executors Administrators and Assignes **All** those several Closes or Grounds in Diddington parke townshipp called Sherwoods Closes with the Lodge house therein and other appurtenances thereto belonging situate lying and being in Diddington in the County of Northampton and were formerly in the said Earl his heirs and Assignes And also all that Sheep walk or right Depasurage Eighteen score Sheep in or upon the great Common called Diddington Draund and also all that Close or partell of ground in Diddington aforesaid whereon the Sheep pens belonging to the said Sheep walk now stands And also all that one other Close or partell of ground in Diddington parke aforesaid townshipp called or known by the name of the walk Close formerly two Closes and contained by Estimation Twelve acres (betwixt the same more or less) which said Sheep walk Sheep pens and Close last mentioned were formerly in the tenure or occupation of Sir Robert Dill Esquire and John Walter And also all that other Close in Diddington parke aforesaid townshipp called or known by the name of Dore Close or Dorens Close containing by Estimation Seventeen acres (betwixt the same more or less) and abutting on the walk Close Westward Northward and Southward aforesaid and was formerly in the tenure of William Brown father of the said William Brown party hereto And also all that other Close or partell of meadow or pasture ground in Diddington aforesaid townshipp called or known by the name of Cotes Closes adjoining to the Sheep pens aforesaid and containing by Estimation three acres (betwixt the same more or less) together with all and singular outhouses edifices buildings barns stables yards garden ways paths passages waters water courses townshipp profits townshipp advauntages emoluments and appurtenances whatsoever to the same premises belonging or in anywise or otherwise appertaining or usually used therewith or taken as part partell 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 and Assignes all timber trees and other trees and all vines 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 dig up take away the same at his and their wills and pleasures) **To have and to hold** the said Lodge house pieces and partells of ground Sheep walk Dounds and premises hereby leased or intended to be with their and every of their appurtenances (Except before excepted) unto the said William Brown his Executors Administrators and Assignes from the feast of the Annuntiation of the blessed virgin Mary now next ensuing the date hereof for and during of and unto the full end and Term of Twenty One years from thence next ensuing and fully to be Completed and ended **Yeilding and paying** therefore yearly and every year during the said Term unto the said Earl his heirs or Assignes the yearly rent or Sum of Seventy pounds of good and lawfull money of Great Brittain at or upon the two most usual feasts or days or payment of rents in the year (that is to say) the feast of Saint Michael the Archangell and the feast of the Annuntiation of the blessed virgin of Mary by even and equal portions and payments the first payment thereof to be made at or upon the feast of Saint Michael the Archangell next ensuing the date hereof **And also yeilding and paying** unto the said Earl his heirs and Assignes 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 and Assignes or any of them shall (without the licence and consent of the said Earl his heirs or Assignes for that purpose first had and obtained in writing under his or their hand and seal or hands and seals) plow dig up or convert into Tillage and after that rate and proportion for any greater or lesser quantity than are with yearly rent of Three pounds per acre to be payable and paid at or upon the feasts or days before limited and appointed for the payment of the said yearly rent of Seventy pounds and in like manner and proportions the first payment thereof to be made in every year respectively at or upon the first of the said feasts or days of payment which shall next happen after such plowing digging up or converting or turning into Tillage 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 four tedious 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 for the same) Or if the said William Brown his Executors Administrators or Assignes or any of them shall sell assign bequeath lett sett or otherwise transfer all or any part of his or their Estate Interest or Term of years in and to the said demised premises to any person or persons whatsoever other than to his or their wife Child or Children without the licence and consent of the said Earl his heirs or Assignes it shall and may be lawfull to and for the said Earl his heirs and Assignes into all and singular the said demised premises and to take these presents or any thing herein contained to the contrary thereof in anywise notwithstanding **And** the said Earl his heirs and Assignes by these presents in manner and form following (that is to say) that he the said William Brown he or Assignes the said yearly Rent at the days and times limited and appointed for payment thereof in manner and form aforesaid **And** at all times during the said Term hereby demised at his and their own proper Costs and Charges when and as often as need shall be or require well and sufficient amendments mending and repairs the said Lodge house outhouses edifices buildings Sheep pens walls gates pailed rails hedges ditches mounds and other things and every of them or to and for his and their Steward or Stewards Agent or Agents for the time being with such workmen as he or they shall think fit or without at all times during the said Term to enter or come into or upon the said hereby demised premises and every or any part thereof there to view and see whether the same and every part thereof be in good and sufficient repair or not and of the defaults delays and wants of repairations of the said premises or any part thereof thereof and there found to give or leave notice in writing at or upon the premises or any part thereof to or for the said William Brown his Executors Administrators and Assignes to repair and amend the same within the space of one month then next following and that he the said William Brown his Executors Administrators and Assignes or some of them shall and will within the said space of one month after such notice in writing left as aforesaid well and sufficiently repair and amend the same accordingly And at the end or sooner determination of the said Term hereby demised shall and will peaceably and quietly leave the said premises and yield up the same and every part and partell thereof with their and every of their appurtenances so well and sufficiently repaired amended supported upheld maintained cleared stowed and kept unto the said Earl his heirs or Assignes **And also** that he the said William Brown his Executors Administrators or Assignes shall and will at his and their own proper Costs and Charges bear pay and discharge all and all manner of Taxes charges duties assessments and payments whatsoever as well Parochial as Parliamentary which at any time or times during the said Term hereby demised is or shall or may be charged imposed or assessed upon or in respect of the said demised premises or any part thereof (the tax townshipp called the said Tax only excepted which he the said Earl his heirs or Assignes is or are to bear or pay or allow) **And also** that he the said William Brown his Executors Administrators or Assignes 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 townshipp part of the same premises or any part thereof Twenty young and thriving trees or plants of Oak Ash or Elm and the same being so set or planted shall and will with his and their best endeavors by such trees and other proper means to preserve and keep for timber and in a thriving and fruitful condition **And also** that he the said William Brown his Executors Administrators and Assignes shall and will from time to time and at all times during the said term hereby demised spend or pay or cause to be spent or paid out all the hay straw or fodder which shall grow or be produced upon or from the premises upon some part thereof and not elsewhere And also shall and will in such like manner lay spread and bestow or cause to be bestow or laid upon the said 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 which shall grow upon the same premises or any part thereof **And also** that he the said William Brown his Executors Administrators and Assignes shall and will upon reasonable notice or warning to be given by the Steward or Bailiff of the Manour of Diddington cum Calde for the time being appear and give attendance at the Courts Dect and Courts Barons to be from time to time held for the said Manour and be there and there impeached and sworn on the Jury or homage of the said Steward shall think fit to require the same and shall and will submit and yield obedience to all such orders or by Dams as at such Courts have been or shall be duly made and ordained **And also** that he the said William Brown his Executors Administrators and Assignes shall and will pay all such fines penalties and amerciaments as at such Courts shall be set or imposed upon him or them for any trespasses or offences by him or them respectively committed or done or for the neglect breach or nonperformance of any such orders or by Dams **And also** that he the said William Brown his Executors Administrators and Assignes shall and will from time to time and at all times during the first fifteen years of the said Term hereby demised (as hereinafter mentioned) lay down and lett all and every the Closes grounds and lauds which he or they shall plow break up convert or turn into Tillage by fallow every fourth year the same shall continue in Tillage And also shall and will at his and their own proper Costs and Charges at or before the end of the said first fifteen years hereby demised lay down the same premises and every part thereof which shall be plowed used or returned in Tillage and in an husband like 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 Assignes or his or their Steward or Stewards Agent or Agents for the time being **And** the said Earl his heirs and Assignes doth covenant promise and agree to and with the said William Brown his Executors Administrators and Assignes by these presents that it shall and may be lawfull to and for the said William Brown his Executors Administrators and Assignes from time to time and at all times during the first fifteen years of the said Term of Twenty one years hereby to plow dig up and convert into Tillage part of the Closes or partell of ground hereinafter mentioned being part of the said Close called Sherwood (viz) all or any part of that Close or partell of ground townshipp called or known by the name of Brittain Lane Close and also so much of the East part of the Close called Dearth Dams Close as he or they shall think proper not exceeding Six acres in the whole And also all or any part of that Close called Cotes Close **Provided** nevertheless that he the said William Brown his Executors Administrators or Assignes shall not plow or use in Tillage all or any part of the said Closes above four years together without being fallow by one year **And also** that he the said William Brown his Executors Administrators or Assignes shall and will pay the said yearly Rents and performing the Covenants provisions and agreements hereinbefore mentioned which on his and their parts are and ought to be paid and performed shall and may peaceably and quietly have hold use occupy possess and enjoy the said Lodge house Closes Sheep walk Dounds and premises hereby demised with their and every of their appurtenances (except before excepted) without the lawful let suit trouble hindrance molestation interruption or denial of him the said Earl his heirs or Assignes or any of them or of any other person or persons whatsoever lawfully claiming or to claim by force or under him them or any of them **In Witness** whereof the said Parties to these presents have hereunto Interthaugally set their hands and Seals the day and year first above written.

Exeter

• Made and Delivered

in the Presence of

Thos Curtis

J. W. G. C.