


Liddington

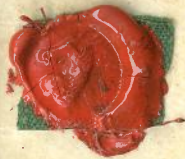
The Earl of Exeters Counterpart of a lease to Daniel Luff
of Liddington of Lands & 

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EX 30/83

Commencing Ladyday 1735
Rent 50. 50. 00
for 28 years

Dated 22^d June 1735

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made the twentieth day of June in the fifth year of the reign of our Sovereign Lord George the second by the grant of God 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 twenty five between the right honorable...

and in Consideration of the rents Covenants provisions and agreements herein after reserved and contained and hereby covenanted and agreed to be paid kept done and performed on the part and behalf of the said Daniel Luff his Executors Administrators and Assignes by the said Earl hath demised leased lett and to farm Letten and by these presents both demise leased lett and to farm Lett unto the said Daniel Luff his Executors Administrators and Assignes that Messuage or Tenement situate standing and being in Siddington aforesaid and all those water Corn Mill Mills in Siddington aforesaid and Choise in the said County of Rutland Called Lees Mill and Choise Mill and also the Windmill in Siddington aforesaid with the Appurtenances thereof and all Dols Customs and Duties whatsoever for the grinding of Corn and Grain and all and singular heads Wears Fams Mills ponds pools waters watercourses Dols wheels Sals and all other things whatsoever to the said mills or any of them belonging or appertaining and all those several pieces and parcels of arable land ley meadow and pasture ground lying being in Siddington aforesaid and to the said Messuage Cottage or Tenement hereinafter mentioned containing by estimation Ten acres one rood and a half (be the same more or less) which said premises are now in the tenet or possession of the said Daniel Luff And also all that cottage or Tenement situate standing and being in Siddington aforesaid with its Appurtenances now or late in tenet or possession of John Sartar together with all and singular houses outhouses edifices buildings barns stables Yards Gardens orchards Parks sides ways paths passages waters watercourses Commons profits Commodities Advantages and Appurtenances whatsoever to the said Messuage or Tenement Mills Closes cottage or Tenement and premises every or any of them belonging or in any wise appertaining or therewithal usually letten held used or enjoyed as part parcel or member thereof (except and always reserved out of this present demise and Lett unto the said Earl his heirs and Assignes all Timber Trees and 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 dig up take and carry away the same at his and their wills and pleasure) to have and to hold the said premises and by the said Daniel Luff his Executors Administrators and Assignes from the feast of the Annunciation of the Blessed Virgin Mary no longer past before the date hereof for and during and unto the full term and term of twenty one years from the next ensuing and July to compleat and ended Yeiding 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 nineteen pounds ten shillings of good and lawful money of Great Britain at or upon the most usual feast or days of payment of rents in the year (that is to say) the feast of Saint Michael the Archangell 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 Archangell next ensuing the date hereof And also Yeiding and paying over and besides the said yearly rent of nineteen pounds ten shillings unto the said Earl his heirs and Assignes the further yearly rent or sum of three pounds of life lawful money for every acre of Greensward ground parcel of the said premises hereby demised which the said Daniel Luff his Executors Administrators or 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 flow dig up and Coverl into tillage and after that date and proportion for any greater or lesser quantity then an acre such yearly rent of three pounds by the acre to be payable and paid at or upon the feast or days before limited and appointed for payment of the said yearly rent of nineteen pounds ten shillings and in like manner and proportion the first payment thereof to begin and be made in every year respectively at or upon the first of the said feast or days of payment which shall happen next after such plowing digging up or Coverling into tillage as aforesaid Provided always and these presents are upon this Condition nevertheless that if the said several yearly rents of nineteen pounds ten shillings and three pounds by the acre herein before reserved or either of them or any part of them shall be behind or unpaid in part or in all by the space of thirty days next after or after any of the said feast or days of payment in which the same ought to be paid as aforesaid although no demand shall have been made for or for the same or if the said Daniel Luff his Executors Administrators or Assignes or any of them shall sell Assigne or otherwise transfer all or any part of his or their estate interest or term of years in and to the said 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 licence and consent of the said Earl his heirs and Assignes for that purpose first had and obtained in writing under his or their respective hand and seals or hands and seals that then and in either of the said Cases it shall and may be lawful 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 whole wholly to re-let and the same to have again retain resp. poss. and enjoy as in his or their first and former Estates those persons or anything therein contained to the contrary thereof in any wise notwithstanding And the said Daniel Luff for himself his Executors Administrators and Assignes and for every of them both Covenant promise and agree to and with the said Earl his heirs and Assignes by these presents in manner and form following (that is to say) that he the said Daniel Luff his Executors Administrators or Assignes or some of them shall and will well and truly pay or cause to be paid unto the said Earl his heirs or Assignes the said several yearly rents at the said times and times limited and appointed for the payment thereof in manner and form aforesaid And also that he the said Daniel Luff his Executors Administrators and Assignes shall and will from time to time and at all times during the said term hereof and every part thereof at his and their own proper Costs and Charges (except the Charge or value of Stone Timber mill stones lime staves and other materials for the repairs which is to be paid for or provided as in hereinafter mentioned) to have and retain as used shall be or require well and sufficiently repair support and maintain uphold secure cleanse and keep in by and with all and all manner of necessary reparations amendments scourings and Cleanings the said demised mills and edifices Ditching Utensils wheels wears Dams Locks gates Bridges Sluices and water courses walls gates rails rails and saws to the same belonging or in any wise appertaining And also shall and will at his and their own proper Costs and Charges during the said term in how and as often as wood shall be or require well and sufficiently repair support and maintain uphold secure cleanse and keep in by and with all and all manner of necessary reparations amendments scourings and Cleanings the said Cottage or Tenement and all outhouses edifices and buildings walls gates paths rails and Fences thereunto belonging or in any wise appertaining And also that it shall and may be lawful to and for the said Earl his heirs and Assignes and every of them or to and for his and their Steward or Stowards 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 cause to enter into or upon the said premises and every part thereof to view search and see into the same and every part thereof to see in good and sufficient repair or not and if they do see any decay and want of reparations upon the said premises or any part thereof they and they thought to give or cause to give notice in writing at or upon the premises or any part thereof to or for the said Daniel Luff his Executors Administrators or Assignes to repair and amend the same within the space of one month the space of one month the space of one month following And that he the said Daniel Luff his Executors Administrators or Assignes or some or one of them shall and will within the said space of one month after such notice in writing as aforesaid well and sufficiently repair and amend the same accordingly And at the end and soonest determination of the said term hereby demised shall and will peaceably and quietly leave surrender and yield up the same and every part and parcel thereof with their and every of their Appurtenances in whole and in part repaired amended supported upheld maintained Cleaned scoured and kept unto the said Earl his heirs or Assignes And also that he the said Daniel Luff his Executors Administrators and 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 as 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 for or in respect of the said demised premises or any part thereof (The Tax commonly called the Land Tax (for the Mills only) only excepted which he the said Earl his heirs or Assignes is or are to bear pay or allow) And also that he the said Daniel Luff his Executors Administrators or Assignes shall and will upon reasonable notice or warning to be given by the Steward or Bayliffs of the Manour of Siddington with its members aforesaid for the time being appear and give Attendants at the Courts Fast and Court Baron to be from time to time holden for the said manour and be there and thereupon answer and satisfy the same the Jury or homage of 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 duly made and ordained and also shall and will pay all such fines penalties and Amerciaments as at such Courts shall be set and imposed upon him or them for any breach or offence by him or them respectively committed or done or for the neglect breach or want of observance of any such order or by Laws And the said Earl for himself his heirs and Assignes and for every of them both Covenant promise and agree to and with the said Daniel Luff his Executors Administrators and Assignes by these presents that he the said Earl his heirs and Assignes shall and will at all times hereof during the said term upon reasonable request to be made in writing by the said Daniel Luff his Executors Administrators or Assignes to the said Earl his heirs or Assignes or his or their Steward or agent for the time being at his and their own Costs and Charges find and provide a sufficient quantity of stone rough timber mill stones lime staves and other materials (except Iron work and brasses which are to be provided and paid for by the said Earl and his heirs and the said Daniel Luff his Executors Administrators and Assignes at their equal Costs and Charges) for repairing the said mills and the edifices buildings wears dams Locks water courses & lockgates Sluices bridges wharfs and Milldills of and belonging thereto but it is declared and agreed between the said parties to these presents that the workmanship and Carriage of such stone rough timber mill stones and all other materials as aforesaid shall be paid for done and performed at the said Costs and Charges of the said Daniel Luff his Executors Administrators and Assignes And also that he the said Daniel Luff his Executors Administrators or Assignes paying the said yearly rents and performing the Covenants provisions and Agreements which on his and their parts and behalfs are and ought to be paid and performed shall and may peaceably and quietly have had use occupy possess and enjoy the said premises hereby demised with their and every of their Appurtenances (except before-mentioned) without the lawful Lett Lett 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 claiming to have or under him them or any of them In Witness whereof the said parties to these presents have interchangeably set their hands and seals and seals and subscribed with their