

This Indenture

made the ~~twentieth~~ day of May in the fortyeighth year of the reign of our Sovereign Lord George the Third by the grace of god of the united Kingdom of Great Britain and Ireland King Defender of the Faith and in the year of our Lord one thousand eight hundred and eight Between Edward Whitaker of Bampton in the County of Dorset Esquire Joseph Andrews of Bampton aforesaid Surgeon John

Fludger Salisbury late of Bampton aforesaid but now of the City of Dorset Barnard Green of Bampton aforesaid Son Lieut John Shingleton of Bampton aforesaid Yeoman William Williams of Bampton aforesaid Butcher of the other part Witnesseth that for and in consideration of the yearly rents covenants payments and agreements herein reserved and contained which on the part and behalf of the said William Andrews are and ought to be done performed and kept according to the true intent and meaning of these presents They the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend Have and each of them hath divided and to farm let and set and by these presents Do and each of them Doth demise and to farm let and set unto the said William Andrews All Most two closes or inclosed grounds of pasture called Moor close and Lake-middy containing by Estimation eleven acres (more or less) lying and being in Bampton aforesaid Except and always reserved unto the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend their Heirs and assigns out of this present demise all Timber and other Trees whatsoever and of what nature or kind soever now standing growing or being in or upon the said Premises or any part thereof or which shall during the Term hereby granted stand grow or be in or upon the same premises with free liberty of Ingres Egress Regress way and passage to and from the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend their Heirs and assigns and their servants Workmen Horses Teams Carts and Carriages to sell cut down dig gird up take and carry away the same at their free will and pleasure To have and to hold the said closes or inclosed grounds and every part and parcel thereof with their and every of their Appurtenances unto the said William Andrews his Executors and Administrators from the fifth day of April last for and during and unto the full end and term of seven years from thence next ensuing and fully to be complete and ended Yielding and paying therefore yearly and every year during the said Term unto the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend their Heirs or assigns the rent or Sum of twenty seven pinnas of lawful Money by two half yearly payments that is to say on the tenth day of October next ensuing the date hereof and the fifth day of April yearly the first payment to begin and be made on the tenth day of October next ensuing the date hereof and so continue to be paid half yearly during the said Term And also yielding and paying on the days and times and in manner aforesaid unto the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend their Heirs or assigns the further yearly Sum of twenty pounds for each acres of the said hereby demise Premises and so in proportion for more than an acre which the said William Andrews his Executors or Administrators shall plough dig up or convert into tillage the first payment thereof to begin and be made on such of the said days of payment as shall happen next after such ploughing digging up and converting into tillage and so continue to be paid half yearly during the said Term And the said William Andrews for himself his Heirs Executors and Administrators doth covenant promise and agree to and with the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend their Heirs and assigns by these presents in manner and form following that is to say that he the said William Andrews his Executors or Administrators or some or one of them shall and will well and truly pay or cause to be paid unto the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend their Heirs or assigns the said yearly rents or Sums of Money on the days and times and in manner aforesaid without making any deduction or abatement whatsoever And that if the said rents or Sums of Money or any part thereof shall be behind or unpaid in part or in all for the space of twentyone days next after either of the said days or times of payment whereon the same ought to be paid as aforesaid being lawfully demanded or if the said William Andrews shall assign this present Lease or subdemise the said Premises hereby leased or any part thereof without the license or consent of the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend their Heirs or assigns under their Hands and Seals first had and obtained that then and in either of the said cases it shall and may be lawful to and for the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend their Heirs or assigns unto and upon the said demise Premises or any part thereof in the name of the whole to reenter and the same to have again repossessed and recovery as in their first or former Estate or Estates any thing herein contained to the contrary thereof in any wise howsoever notwithstanding And also that he the said William Andrews his Executors or Administrators shall and will pay bear and discharge all and all manner of Taxes rates Levies charges and assessments whatsoever as well parliamentary as parochial which shall or may be taxed rated charged or assessed on the said Premises or for or in respect thereof or of any part thereof or on the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend their Heirs or assigns for or in respect thereof the Landtax Landlords property tax and quitrent only excepted which the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend do hereby covenant to pay bear and discharge or abate deduct and allow out of the said hereby reserved rents And that the said William Andrews his Executors or Administrators shall and will during the said Term keep all the Gates Lilles Hedges Mounds any Fences of and belonging to the said Premises in good and perfect repair and at the end of the said Term leave the same in such good and perfect repair and shall not nor will lop or top any Mudden Tree or lop or Shroud any other Tree or cut the Hedges of the said Premises but at the proper and reasonable time of the year nor more than once in the said Term and shall not mow the grass more than once in each year of the said Term And the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend for themselves their Heirs and assigns do covenant with the said William Andrews his Executors and Administrators that he the said William Andrews his Executors and Administrators paying the said rents and performing the said covenants according to the true intent and meaning hereof shall and may peaceably and quietly have hold occupy possess and enjoy the said demise Premises with the appurtenances during the said Term without the lawful let suit Trouble Hindrance Molestation Interruption or denial of or by them the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend their Heirs or assigns In Witness whereof all the said Parties to these presents have hereto set their respective Hands and Seals the day and year first above written



Edward Whitaker John Fludger Salisbury John Shingleton Thomas Williams Thomas Gillet Andrews Townsend

This Indenture made the tenth day of May in the forty eighth year of the reign of our Sovereign Lord George the Third by the Grace of God of the united Kingdom of Great Britain and Ireland King Defender of the Faith and in the year of our Lord one thousand eight hundred and eight **Between** Edward Whitaker of Bampton in the County of Oxford Esquire Joseph Andrews of Bampton aforesaid, Surgeon John Fludger Salisbury late of Bampton aforesaid but now of the City of Oxford Surgeon Barnard Green of Bampton aforesaid Cow Leech John Shingleton of Bampton aforesaid yeoman William Williams of Bampton aforesaid yeoman Thomas Gillet of Weald in the Parish of Bampton aforesaid yeoman and Thomas Townsend of Weald aforesaid yeoman of the one part and William Andrews of Bampton aforesaid Butcher of the other part **Witnesseth** that for and in the Consideration of the Yearly rents Covenants payments and agreements herein reserved mentioned and contained which on the part and behalf of the said William Andrews are and ought to be done performed and kept according to the time intent and meaning of these presents **They** the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend Have and each of them Hath devised and to farm let and set and by these Presents Do and each of them Doth demise and to farm let and set into the said Willima Andrews **All those** two closes or inclosed grounds of pasture called Moor Close and Rake Ready Lane containing by Estimation eleven acres (more or less) lying and being in Bampton aforesaid Except and always reserved into the said Edward Whitaker Joseph Andrew John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend their Heirs and assigns out of this present demise all Timber and other Trees whatsoever and of what nature or kind soever now standing growing or being in or upon the said Premises or any part thereof or which shall during the Term hereby granted stand grow or be in or upon the same premises with free Liberty of Ingress Egress Regress way and passage to and the said Eward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend their Heirs and assigns and their Servants Workmen Horses Teams Carts and Carriages to fell cut down dig grub up take and carry away the same at their free will and pleasure **To have and to hold** the said Closes or inclosed Grounds and every part and parcel thereof with their and every of their appurtenances unto the said William Andrews his Executors and administrators from the fifth day of April last for and during and unto the full end and term of seven years from thence next ensuing and fully to be complete and ended **Yielding** and paying therefore yearly and every year during the said Term unto the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend

their Heirs or assigns the rent or the Sum of twenty seven pounds of lawful Money by two half yearly payments that is to say on the tenth day of October and the fifth day of April yearly the first payment to begin and be made on the tenth day of October next ensuing the date thereof and so continue to be paid half yearly during the said Term and also yielding and paying on the days and times and in manner aforesaid unto the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend their Heirs or assigns the further yearly sum of twenty pounds for each acres of the said hereby demised premises and so in proportion for more than an acre which the said William Andrews his Executor or administrators shall plough dig up or convert into tillage the first payment thereof to begin and made on such of the said days of payment as shall happen next after such ploughing digging up and converting into Tillage and so continue to be paid half yearly during the said term **And the said** William Andrews for himself his Heirs Executors and Administrators doth covenant promise and agree to and with the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend their Heirs and assigns by these presents in manner and form following that is to say that he the said William Andrews his Executors or Administrators or some or one of them shall and will well and truly pay or cause to be paid unto the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend their Heirs and Assigns the said yearly rents or Sums of Money on the days and times and in manner aforesaid without making any deduction or abatement whatsoever **And that** if the said rents or Sums of Money or any part thereof shall be behind or unpaid in part or in all for the space of twenty one days next after either of the said days or times of payment whereon the same ought to be paid as aforesaid being lawfully demanded or if the said William Andrews shall assign this present Lease or subdemise the said Premises hereby leased or any part thereof without the License or consent of the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend their Heirs and Assigns under their Hands and Seals first had and obtained that then and in either of the said cases it shall and may be lawful to and for the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend their Heirs and Assigns into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same to have again repossess and reenjoy as in their first and former Estate or Estates any thing herein contained to the contrary thereof in any wise howsoever notwithstanding **And also** that he the said William Andrews his Executors and

Administrators shall and will pay bear and discharge all and all manner of Taxes rates Levies charges and assessments whatsoever as well parliamentary as parochial which shall or may be taxed rated charged or assessed on the said premises or for or in respect thereof or of any part thereof or on the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend their Heirs and Assigns for or in respect thereof the Landtax Landlord's property tax and quitrent only excepted which the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend do hereby covenant to pay bear and discharge or abate deduct and allow out of the said hereby reserved rents **And that** the said William Andrews his Executors and Administrators shall and will during the said Term keep all the Gates Stiles Hedges Mounds and Fences of and belonging to the said premises in good and perfect repair and at the end of the said Term leave the same in such good and perfect repair and shall not nor will lop or top any Maiden Tree or lop or Shroud any other Tree or cut the Hedges of the said Premises but at the proper and Seasonable time of the year nor more than once in the said Term and shall not mow the Grass more than once in each year of the said Term and the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend for themselves their Heirs and Assigns do covenant with the said William Andrews his Executors and Administrators that he the said William Andrews his executors and administrators paying the said rents and performing the said covenants according to the true intent and meaning hereof shall and may peaceably and quietly have hold occupy and possess and enjoy the said demised premises with the appurtenances during the said Term without the lawful let suit Trouble Hindrance Molestation Interruption or denide of or by them the said Edward Whitaker Joseph Andrews John Fludger Salisbury Barnard Green John Shingleton William Williams Thomas Gillet and Thomas Townsend their Heirs and Assigns **In Witness** thereof all the said parties to these presents have hereto set their respective Hands and Seals the day and year first above written

Edward Whitaker

John Fludger Salisbury

John Shingleton

Thomas Gillett

Joseph Andrews

William Williams

Thomas Townsend

(no signature of Barnard Green next to the seal)

Sealed and delivered by the within named Edward Whitaker Joseph Andrews
John Fludger Salisbury John Shingleton William Williams Thomas Gillet
Thomas Townsend and Willima Andrews in the presence of

Thom Broad Macey

Sealed and delivered by the within named William Williams In the presence of

? Macey

Feoffees of Moor Close and Lake Ready Bampton to Mr W^m Andrews
Lease for 7 years from April 5 1808

Macey Witney

Notes

1. *Feoffee – a trustee invested with a freehold estate to hold in possession for a purpose*
2. *The Inclosure map of this area dated 1821 shows the lane call Rake Ready Lane and not Lake ready as written in this indenture.*