



Buildings and Lands Parish of Rowde

Dated 2 February 1748

Mr Peter Clarke

---- to ----

Mr Mark Phillips



Lease for 10 years

Parties to document :-	Peter Clarke of Burrough of Devizes, Gentleman. Mark Phillips of Burrough of Devizes, Butcher.
Other names mentioned :-	John Shaul. Robert Hulbert
Property mentioned in this document :-	Two Closes or Grounds called Sand Pitt Grounds, each containing 6 acres, in Rowde.

This Indenture made on the Second 11~11 day of February in the year of our Lord One Thousand seven hundred and forty and Eight and in the Twenty Second year of the Reign of our Sovereign Lord George the Second by the grace of God of Great Britain France and Ireland Defender of the faith and so forth **Between** Peter Clarke of the Burrough of Devizes in the County of Wilts Gentleman of the one part and Mark Phillips of the same Burrough Butcher of the other part **Witnesseth** that the said Peter Clarke for and in consideration of the payment of the yearly Rent and Rents and performance of the Covenants Conditions and Agreements herein after reserved expressed and contained which on the part and behalf of the said Mark Phillips his Executors Administrators and Assigns are or ought to be paid done and performed and for other good considerations hath demised granted and to form letten and by these presents Doth demise grant and to form lett unto the said Mark Phillips his Executors Administrators and Assigns **All** those two Grounds or Closes of Meadow or pasture commonly called or known by the name of Sand Pitt Grounds 11~11 containing by estimation Six Acres (be the same more or less with the Stable or Sheephouse thereon standing now in the possession of John Shaul and also all that Ground or Close of arable Land late in the possession or occupation of Robert Hulbert containing by Estimation Six Acres (be the same more or less all which said premises are situate lying and being in the Parish of Rowde in the said County of Wilts **Together** with all and all manner of ways paths passages water & water courses easements profits Commodities advantages and appurtenances whatsoever to the same premises

belonging or in any wise appurtenant **Except** and allways reserved out of this present demise and Grant unto the said Peter Clarke his Executors Administrators and Afsigns All and all manner of Timber Wraiden and other trees with their Loppes Topps Shrowds Wood underwood and hedgerows now standing growing and being or which shall at anytime hereafter stand grow and be in or upon the said hereby demised premises or any part thereof and other than Sufficent of the Bryars and Thornes for the needfull reparacions of the Bounds and ffences of the said demised premifses only and not otherwise And also Except free liberty of Ingrefs Egrefs and Regrefs to and for the said Peter Clarke his Executors Administrators and Afsigns and his and his and their Servants ~ll~ll~ with horses Carts Carriages or otherwise to enter and come into and upon the said hereby demised premifses and every or any part thereof to fell cutt down root up take and carry away the said excepted Trees and Wood at all convenient times and seasons whatsoever **To have and to hold all** and Singular the said Grounds or Closes of arrable Meadow and Pasture Stable or Sheepphouse and premises herein before mentioned and intended to &c hereby demised with the Appurtenances and every part and parcell thereof (Except before excepted unto the said Mark Phillips his Executors Administrators and Afsigns from the ffeast day of the Annunciacon of the blefsted Virgin Mary next ensuing the day of the date hereof for and during and unto the full end and term of Ten years from thence next ensuing fully to be compleat and ended **Yielding** and paying therefore yearly and every year during the said hereby demised terme unto the said Peter Clarke his Executors Administrators and Afsigns the tearly Rent or Sum of Eighteen pounds of lawfull money of Great Britain afoe upon the two most usuall ffeasts or days of payment the year yearly (that is to say) The ffeast day of Saint Michael the Archangel and the ffeast of annunciacon of the Blefsted Mary by even and equal porcons The first payment thereof to begin and be made at or upon the feast day of Saint Michael the Archangel next ensuing the day of the date hereof **And alfo yielding** and paying to the said Peter Clarke his Executors Administrators and Afsigns the further yearly Rent or sum of Ten pounds of like money aforesaid by the acre for every acre of the said meadow or pasture ground which he the said Mark Phillips his Executors Administrators or Afsigns do or shall in or during the said Terme break earr digg plough up sow or convert into Tillage or Gardeuning In nsurance of Rent and over and besides the aforsaid yearly Rent And so proportionably and after that rate a greater or lefser Sum of money than Ten pounds for for every greater or lefser Quantity thereof than one acre which shall be so broken earrd digged ploughed up sowed or converted into Tillage or Gardening as aforesaid The first payment thereof to begin and be made afor upon that of the said ffeast days which shall first and next happen and come after such breaking up or converting into Tillage or Gardening as aforesaid **And if** it shall happen that the said yearly Rent of Eighteen Pounds and other the Rents hereby reserved or any of them or any part or parts thereof shall be behind or unpaid by the space of one and twenty days next after either of the aforesaid ffeast days of payment whereon the same ought to be paid as aforesaid the same being lawfully demanded and not paid And no Sufficent Distrefs or Distrefses in or upon the said premifses or any part thereof can or may be found had or taken for Satisfying the said Rent and all arrearages thereof if any should happen to be That then and from thereforth it shall and maybe lawfull to and for the said Peter Clarke his Executors Administrators and Afsigns into and upon the said hereby demised premifses and every part thereof in the name of the whole wholly to reenter and the same to have again retain repofsefs and enjoy as in his or their first or former Estate or Estates This Indenture or anything herein contained to the contrary thereof in any wise not with standing **And thy said** Mark Phillips for himself his heirs Executors Administrators and Afsigns Doth covenant grant and agree to and with the said Peter Clarke his ~ll~ Executors Administrators and Afsigns by these presents in manner and forme following (that is to say) That the said Mark Phillips his Executors Administrators and Afsigns shall and will well and truely pay or cause to be paid unto the said Peter Clarke his Executors Administrators and Afsigns the aforesaid yearly Rent or Sum of Eighteen pounds of lawful money of Great Britain at or upon the Days and times and in such manner and forme as is herein before limited and appointed for payment thereof and according to the true intent and meaning of these presents **And** that he the said Mark Phillips his Executors Administrators and Afsigns shall and will from time to time and at all times hereafter during the said hereby demised Terme at his and at his and their own proper Costs and Charges well and Sufficently repair maintain sustain uphold fence mound bound amend and keep all and singular the Hedges Ditches Mounds bounds and fences Except Gates and Stiles of and belonging to the said demised or intended to be demised premifses in by and with all and all manner od needfull and necessary reparacions and and amendments whatsoever He the said Mark Phillips his executors Administrators and Afsigns taking sufficient of the Briars and Thornes for and towards the repairing of the mounds bounds and fences as a foresaid And the same premifses being so well and Sufficently repaired maintained sustained upheld fenced mounded bounded amended and and kept in the end or other sooner determinacon of the said demised Terme (which shall first happen) shall and will peaceably and quietly have surrender and yeild up unto the said

Pter Clark his Executors Administrators or Afsigns **And also** that he the said Mark Phillips his Executors Administrators and Afsigns shall and will during the said hereby demised Terme at his and their own like proper costs and charges well and truly pay bear and discharge all and all manner of small Tyths Rates Taxes payments Afsefments and Impositions both ordinary and extraordinary whatsoever which shall or may arise grow due and become payable out of for or respect of the said hereby demised premifses or any part thereof The Land Tax or yearly daid or Subsidy payable for the King'smajesty his heirs and sucefsors only excepted **And further** that he the said Mark Phillips his Executors Administrators and Afsigns shall and will yeraly and every year during the said hereby demised Terme spend use and employ in about and upon the said demised premifses or such parts thereof where most need shall be and require all the Hay Straw Chaff and ffodder which shall yearly during the said demised premfses or such thereon And all the Compost Soile and Dung which shall arise and be made thereof shall and will carry forth lay and -in good husband like manner spurle and disperse abroad in about and upon the said demised places thereof where need shall most be and require for the enriching and better improvement thereof And in case the said Mark Phillips his Executors Administrators or Afsigns shall at any time or times in or duting the said hereby demised Terme carry off sell or otherwise dispose of any Hay which at any time during the said demised Terme shall be grown on the said premifses That then he the said Mrk Phillips his Executors Administrators and Afsigns shall and will for every Load of Hay which shall be so carried off sold or otherwise disposed of from the said premifses with all convenient speed tarry for forth lay and in good husbandlike manner disperse in and upon the said demised premifses or such places thereof where most need shall be and require one good waggon load or good soile or dung **And the said** Peter Clarke himself his Executors Administrators and Afsigns doth covenant grant and agree to and with the said Mark Phillips his Executors Administrators and Afsigns by these presents in manner and forme following (that is to say) That he the said Peter Clarke his Extors Admors and Afsigns shall and will pay bear and discharge or otherwise deduct and allow out of the said yearly Rent the King's Land Tax or yearly aid or Subsidy payable to the King's Majesty his heirs and Succesors which is are or shall or may be charged on or become payable out of the said hereby demised premifses or any part thereof during the said demised Terme **And** that he the said Peter Clarke his Extors Admors and Afsigns shall and will at his and their own proper costs and charges at all times when and as often as need shall be and require during the said demised Terme at the reasonable request of the said Mark Phillips his Extors Admors or Afsigns well and Sufficiently repaired and amend the said demised Stable or Sheephouse Hates and Stiles of and of and belonging to the said hereby demised premifses in all and all manner of needfull and Tenantable repairacons and amendments whatsoever **And also** shall and will as well find provide allow unto and for the said Mark Phillips his Executors Administrators or Afsigns all that parcell or quantity of dung which is now in the Backside belonging to the Dwellinghouse of him the said Peter Clarke as also yearly and every year find provide and and allow unto and for the said Mark Phillips his Executors Administrators or Afsigns ffive waggon Loads of good Soyle or Dung to be spent and used in and upon the said premifses hereby demised for the enriching and better Improvement thereof (he the said Mark Phillips his Executors Administrators or Afsigns from time to time finding carriage for the same **And Lastly** that it shall and may be lawfull to and for the said Marke Phillips his Executors Admors and Afsigns or and under the yearly Rent Covenants Conditions and Agreements herein before reserved and contained on the part and behalf of the said Mark Phillips his Extors Admors and Afsigns to be paid and performed peaceably and quietly to have hold use occupy pofsefs and enjoy all and and Singular the premifses herein before mentioned or intended to be hereby premises with the Appurtenances and every part and parcell thereof for and during the continuance of the said hereby demised Terme without any the lawfull lett suite trouble deny all ejeccion written or disturbance whatsoever of him the the said Peter Clarke his Extors Admors or Afsigns or of any other person or persons whatsoever lawfully claiming or to claim anything in the premfses or any other part thereof by from under or in trust for him them or any of them or by or through his their or any of their means consent Act Title privity or procurement **In Witnefs** whereof the said parties to these presents have hereunto interchangeably sett their hands and Seals the day and year first above written

Signed Sealed and delivered
being first duly stampt in
the presence of Edwd Bayley Fra, Bayly

April 7 1750	Then Rec.d of Mark Phillips Eighteen Pounds for a years Rent Due at Ladyday last.
May 24 1751	Then Rec.d of Mark Phillips Eighteen Pounds for a years Rent Due at Ladyday last.
1752	Then Rec.d of Mark Phillips Eighteen Pounds for a years Rent Due at Ladyday last.
December 1 1753	Then Rec.d of Mark Phillips Eighteen Pounds for a years Rent Due at Ladyday last.
October 15 1754	Then Rec.d of Mark Phillips Eighteen Pounds for a years Rent Due at Ladyday last.
March 17 1755	Then Rec.d of Mark Phillips Eighteen Pounds for a years Rent Due at Ladyday last.