

Sealed & delivered  
in yr presence of

Robt Smyth

Thomas Hlyut

Jho: TB Bevard  
in

Memorandum as agreed by and between the parties to hand  
w<sup>ch</sup> shal before this writing be delivered unto the Hon<sup>ble</sup> Court of  
Chancery of the Kingdom of England that if the  
Heirs of the <sup>David Gentle</sup> ~~whom named~~ shall be havye some greatt or some  
trouble or any waies molest the said George & his heirs or  
exors admorsors or assigns for and recovery of the said  
plots of pasture w<sup>ch</sup> are specified or any of them that they  
from and after such recovery molest or trouble the  
aforesaid the said George or his heirs or assigns for and recovery of  
the said plots of pasture shall be in full satisfaction of the said  
and be the said Court.

Ex 30/84

Septemb. 16. A. 12. J. 18.

me. George Whofford his grants  
of 100. years out of Sudington  
parish.



**His Indenture**

made the sixteenth day of September in the twentieth year of the Reigne of our Sovereign Lord Charles by the grace of God of England Scotland  
 Fraunce and Ireland Kinge Defender of the Faith **and Betweene** George Chesseild of Liddington in the County of Rutland gentleman of the one part  
 And David Cotill of Wobley in the County of Northampton Esquire of the other part **whereas** the Right hon<sup>ble</sup> William Earle of Exeter Baron of  
 Wighley one of his Ma<sup>ties</sup> most hon<sup>ble</sup> privie Counsell and of the most noble order of the Carters Knight by his Indenture bearing date the sixteenth day of  
 September in the sayd twentieth year of the Reigne of our said Sovereign Lord Kinge Charles over this Realme of England for the Consideration  
 and under the Seals theron mentoned **Grant** demised unto the said George Chesseild for the Terme of ffewerford hundred years y<sup>t</sup> the said George  
 Chesseild Merrie his wife and Thomas Chesseild Brother of the said George or any of them shall live so longe (amongst other things) the woods  
 of the Parks of Liddington aforesaid called the greates Parks (excepting all and all manner of wooddes vnderwooddes and trees there growing and being And  
 under a Cononant on the part of the said George Chesseild to preserve and keepe the said wooddes vnderwooddes and Trees there growinge being And from tyme  
 to tyme well and sufficiently to fowle and futelese such Coppices as were or should bee there growinge and the same to keepe and preserve from destruction of  
 Cattle Doe Indenture of Lease the said David Cotill is also a partie And hath thereby Cononanted for the said George Chesseild quiet enjoying the said  
 demised premises during the said Terme w<sup>o</sup>t out disturbance of him the said David Cotill his heires or assignes as thereby amongst other things) more at large appeared  
 And the said Lease was granted upon the Surrender of a former Lease then in being made by the right hon<sup>ble</sup> Thomas Earle of Exeter father of the said William Earle of  
 Exeter unto William Chesseild gent father of the said George Chesseild and by him assigned unto the said George Chesseild In w<sup>ch</sup> former Lease also the then wooddes vnderwooddes  
 and trees were excepted w<sup>ch</sup> the like Cononant on the Cononants part for preserving keeping and futelesing the same as is above mentoned **And whereas** the said William  
 Earle of Exeter during the Continuance of the said former Lease did graunt bargain & sell the said wooddes vnderwooddes & trees then growinge in the said Parks unto the sayd  
 William Chesseild whereby all these woodgroundes lying in the said Parks called Broughtons Quarter Bordongate quarter Wppingham quarter & Bloke quarter were and  
 are grubbed vpp And the said William Chesseild in Consideration therof did graunt unto the said William Earle of Exeter for Terme of his life one Annuall rent of Twenty poundes  
 over and above the yearly rent w<sup>ch</sup> was reserved upon the said Lease **And** whereas the said William Earle of Exeter at the tyme of the making of the said Leased Lease unto the  
 said George Chesseild did Surrender to him the said rent Charge of Twenty poundes per annu formerly granted by the said William Chesseild as aforesaid And in Consideration  
 therof the said George Chesseild by Indenture bearinge on date w<sup>ch</sup> the said Leased Indenture of Lease hath granted unto the said Earle for his life one other annuities or  
 yearly Rent Charge of Twenty poundes per annu to bee y<sup>t</sup> summe out of the said groundes lying w<sup>ch</sup> in the said Parks and late by grubbed vpp as aforesaid And for that w<sup>ch</sup>  
 was agreed upon the making of the said Leased Lease unto the said George Chesseild that a like yearly Rent of Twenty poundes should continue and bee payable w<sup>ch</sup>  
 during the Terme of years of the said Lease determinable as aforesaid to those to whom the next & y<sup>t</sup> mediate estate of the premises appoynted upon the demise of the  
 said William Earle of Exeter w<sup>ch</sup> out y<sup>t</sup> the male of his body did belonge and appoyne **Now** therefore witnesseth this present Indenture that the said George Chesseild hath  
 given and granted And by thise parties doth give and graunt unto the said David Cotill and his heires assignes one Annuities or yearly Rent Charge of Twenty poundes per  
 annu of lawfull English money (over and besides the rent in and by the said Leased Indenture reserved) to bee y<sup>t</sup> summe and goinge out of the said groundes lying w<sup>ch</sup> in the said Parks  
 lately grubbed vpp as aforesaid and knowne by the name or names of Broughton Quarter Bordongate quarter Wppingham quarter & Bloke quarter the same rent to bee  
 payd at the feasts of 25<sup>th</sup> Michaell the Archangell and the Annuntiation of the blessed virgin Mary by even and equal portions the first payment therof to bee made & begun  
 at such of the said feasts as shall first and next happen after the demise of the said William Earle of Exeter w<sup>ch</sup> out y<sup>t</sup> the male of his body **to have and to hold** the said  
 Annuities or yearly Rent of Twenty poundes unto the said David Cotill and his assignes from and after the demise of the said William Earle of Exeter w<sup>ch</sup> out y<sup>t</sup> the male of his  
 body for and during the Terme of the life of the said David Cotill y<sup>t</sup> the said Lease and Terme above mentoned to bee thereby granted to the said George Chesseild shall so longe  
 continue **And** y<sup>t</sup> it shall happen the said yearly Rent or annuities of Twenty poundes or any part therof at any tyme or tymes to bee behind and unpaid by the space of ffewerford  
 dayes next after any of the said feasts all w<sup>ch</sup> the same ought to bee payd as aforesaid then the said George Chesseild his exors<sup>es</sup> administrators and assignes shall forfeit  
 and paye unto the said David Cotill and his assignes the somme of Twenty shillings for every two dayes that the same shall bee behind and unpaid after the said ffewerford  
 daye (nomine pena) for every such default over and besides the said Annuities or Rent of Twenty poundes And that then and from thenceforth also it shall and may bee lawful to and  
 for the said David Cotill his heires and assignes into and upon the said demised premises to enter and distress and distresses then and there found to take & addresse awaye  
 and fimpound and the same in p<sup>er</sup>son to deteyne and keepe until the said Annuities of Twenty poundes and all arrearses therof and all such some & somes of money as shall bee  
 forfeited and payable (nomine pena) as aforesaid shall bee fully satisfied and payd **And** the said George Chesseild for himselfe his exors<sup>es</sup> administrators and  
 assignes doth Cononant promise and graunt to and w<sup>ch</sup> the said David Cotill his heires and assignes in manner & forme followinge (that is to saye) that hee the said George  
 Chesseild his exors<sup>es</sup> administrators and assignes or some or one of them shall and will at all tymes after the demise of the said William Earle of Exeter w<sup>ch</sup> out y<sup>t</sup> the male of  
 his body during the Continuance of the said Leased Lease well and truly paye or cause to bee well and truly payd the aforesaid yearly Rent of Twenty poundes at the dayes  
 before mentoned limited for payment therof according as the same in and by thise parties is limited to bee payd or w<sup>ch</sup> in the said space of ffewerford dayes next  
 ensuing after every of the said feasts dayes by even and equal portions **And alsoe** that hee the said George Chesseild from and after the demise of the sayd William  
 Earle of Exeter w<sup>ch</sup> out y<sup>t</sup> the male as aforesaid and of the said David Cotill shall and will during the Continuance of the said Lease and Terme above mentoned to bee granted  
 by the said Cotill Indenture well and truly satisfied Content and paye unto such person and persons to whom the next & y<sup>t</sup> mediate estate and estates remaine or and  
 remaine of the premises appoynted upon the demise of the said David Cotill doe and shall respecttively belonge and appoyne a like Annuities or yearly Rent of  
 Twenty poundes per annu payable at the dayes and tymes above mentoned **And** that hee the said George Chesseild his exors<sup>es</sup> administrators and assignes shall and will from tyme  
 to tyme and at all tymes during the Continuance of the said Lease to him made as aforesaid at the requeste Coste and Charges in the name of the said David Cotill his  
 heires and assignes make and execute such Conveyances and assurances for the granting and conveying of the said yearly Rent of Twenty poundes to such person & persons  
 to whom the next estate and estates remaine or and remaine of the premises appoynted upon the demise of the said David Cotill doe and shall respecttively belonge and  
 appoyne for and during the Continuance of the said Lease and to bee y<sup>t</sup> summe out of the said groundes lately grubbed vpp as aforesaid or by the sayd David Cotill his  
 heires and assignes or his or theirs Counsell learned in the Lawe shall bee reasonably demised or admitted and requirid **In witness** whereof the parties above  
 named have to thise present Indentures Interchangably sett their handes and seales the day and year first above written.

Geo. Chesseild