

¹ **This indenture** made the sixteenth day of November one thousand eight hundred and twenty five **Between** The Right Honorable James Everard ² Lord Arundell Baron Arundell of Wardour Castle in the County of Wilts of the one part and Josiah Hayter of Donhead Saint ³ Mary in the said County of Wilts Yeoman of the other part **Witnesseth** that for and in consideration of the sum of one hundred and ⁴ eighty pounds of lawful money of Great Britain to the said James Everard Lord Arundell in hand (?) well and truly paid by the said Josiah ⁵ Hayter at or before the sealing and delivery of these Presents the receipt whereof the said James Everard Lord Arundell doth hereby ⁶ acknowledge and from the same and every part thereof acquit release and discharge the said Josiah Hayter his heirs executors ⁷ administrators and assigns And also in consideration of the Real Covenants Conditions and agreements hereinafter reserved and contained and on the part and behalf of the said ⁸ Josiah Hayter his heirs executors administrators and assigns to be paid done kept and performed He the said James Everard Lord Arundell hath granted demised set and to farm letten and by ⁹ these Presents Doth grant demise set and to farm let unto the said Josiah Hayter **All that** messuage or tenement with the garden and orchard thereto belonging containing by estimation ¹⁰ one acre and thirteen perches (more or less) numbered respectively on the map of Donhead Saint Mary belonging to said James Everard Lord Arundell **1094** and **1095** situated ¹¹ lying and being in the Parish of Donhead Saint Mary aforementioned and now in the occupation of M^{rs} Harris together with their rights members and appurtenances (except and always ¹² reserved out of their present Grant and Demise unto the said James Everard Lord Arundell his heirs and assigns all and all xxxxxx of Timber Trees with their Lops Tops and Shrowds ¹³ and all other trees whatsoever now standing growing or being or which shall at any time hereafter stand grow or be in or upon the said hereby demised xxxxxx or any part thereof ¹⁴ and all xxxxxxxx xxxxxx and Royalties whatsoever together with free liberty of Ingress Egress and Regress to and for the felling cutting down taking carrying away and enjoying the same at his ¹⁵ and their own will and pleasure **To have and to hold** the said messuage or tenement garden orchard and other the premises hereinbefore mentioned and hereby granted and demised with their ¹⁶ xxxxxxxxxxxxxxxx (except as before excepted) unto the said Josiah Hayter his heirs executors administrators and assigns for by and during and unto the xxxxxx and term of ninety nine years from ¹⁷ hence xxxxx xxxxxxxx and fully to be complete and ended if Mary the wife of the Lessee now aged about twenty nine years John her son now aged about four years and Elizabeth his daughter ¹⁸ now aged about two years or either of them shall so long live **Yielding and Paying** therefore yearly and every year during the said Term unto

the said James Everard Lord Arundell his ¹⁹ heirs and assigns the clear yearly rent of nine shillings of lawful money of Great Britain by two equal half yearly payments on the twenty fifth day of March and the twenty ninth day of ²⁰ September in every year the first payment xxxxxx to begin and be made on the twenty fifth day of March next And also Yielding and Paying unto the said James Everard Lord Arundell ²¹ his heirs and assigns the sum of One pound (?) of xxxxx lawful money on (?) the deaths of each of them the said Mary Hayter John Hayter and Elizabeth Hayter for xxxxx the clause (?) ²² of Heriots Provided always and these Presents are upon this condition nevertheless that if the said yearly rent hereby reserved (?) on the said Heriots or any part thereof shall be behind ²³ and unpaid by the space of fifteen days xxxx after either of the said days of payment on which the same ought to be paid as aforesaid (being lawfully demanded) and no ²⁴ sufficient distress or distresses can or may be found on the said demised premises whereby the sauce may be levied (?) or if the said Josiah Hayter his executors administrators or ²⁵ assigns shall at any time during the said make do or xxxxx any waste spoil or impoverishment on the premises or any part thereof whereby the xxxxxxxx thereof may be ²⁶ injured (?) or rendered less in value than the same was before such waste or impoverishment done or permitted and shall not well and sufficiently repair and xxxxxx the value xxxxx ²⁷ six months after notice given or left with the occupier of the premises for that purpose or if the said Josiah Hayter his executors administrators or assigns shall let set demise or assign ²⁸ the said premises or any part thereof for all or any part of the said term hereby granted without the license of the said James Everard Lord Arundell his heirs and assigns or of his of their ²⁹ steward for the time being in writing first had and obtained or if the said Josiah Hayter his executors administrators or assigns shall not be in all things well and truly observe ³⁰ perform fulfil and keep all and singular the covenants conditions and agreements herein contained that then and from thenceforth in either of the said cases it shall and maybe ³¹ lawful to and for the said James Everard Lord Arundell his heirs and assigns xxxx xxxx said xxxxxxxx xxxxxxxx or any part thereof in the name of the whole to render (?) and the same ³² to have again repossess and enjoy as in his or their xxxxxx estate and the said Josiah Hayter his executors administrators or assigns and other the occupiers thereof from and out of the ³³ same utterly to expel amove (?) and put out this indenture or anything herein contained to the contrary thereof in any xxxx notwithstanding And the said Josiah Hayter doth ³⁴ hereby for himself his heirs executors administrators or assigns covenant promise and agree to and with the said James Everard Lord Arundell his heirs and assigns by these presents ³⁵ that the said Josiah Hayter his executors administrators or assigns shall and will xxxxx the

said terms well and truly pay or cause to be paid unto the said James Everard Lord ³⁶ Arundell his heirs and assigns the said yearly rent of nine shillings hereinbefore reserved (?) and also said Heriots or the days (?) times and in manner hereinbefore limited for payment ³⁷ thereof And also that he the said Josiah Hayter his executors administrators or assigns shall not nor will set let demise or assign the said Premises or any part thereof for all or any part of ³⁸ the term hereby granted without the license of the said James Everard Lord Arundell his heirs and assigns or of is or their steward for the time being in writing first had and ³⁹ obtained And also shall and will from time to time and at all times from the commencement of the said term of ninety nine years hereby granted and during the continuance ⁴⁰ thereof bear pay and discharge all and all manner of Dues Duties Rates Taxes Charges Payments Assessments and Impositions whatsoever which shall or may be issuing due or ⁴¹ payable out of for or in respect of the said premises hereby demised or any part thereof And also shall and will from and after the commencement of the said term hereby granted at his ⁴² and their own proper costs and charges from time to time during the continuance of the said term well and sufficiently repair uphold sustain amend maintain and in good repair ⁴³ keep the said demised premises and every part and parcel thereof in by and with all and all manner of needful and necessary reparation and amendments whatsoever when ⁴⁴ and as often or need shall be or required and (?) the same being in such good repair kept shall and will at the end expiration or other sooner determination of the said term so ⁴⁵ peaceably and quietly leave and yield up unto the (?) hands and possession of the said James Everard Lord Arundell his heirs and assigns and shall not nor will during the said term ⁴⁶ erect or build on the said demised premises or any part thereof any erection or building without the licence or consent in writing of the said James Everard Lord ⁴⁷ Arundell his heirs and assigns ***** crease in paper ***** during the said term hereby granted do suit and service at and to the court and course (?) ⁴⁸ the said James Everard Lord Arundell his heirs and assigns to be holden for the manor of xxxxxxxx when and as often as any court or courts shall be there (?) holden and kept on reasonable ⁴⁹ xxxxxxxx and warning given And shall and will be then and there tried ordered and justified by the stewards and homage of the said court in all things relating to the said ⁵⁰ premises as other the tenants of the said manor are or of right ought to be and also shall and will at his or their own expense at all times during the continuance of this present ⁵¹ demise within three months after notice in writing given by the said James Everard Lord Arundell his heirs and assigns or his or their steward or bailiff for the time being to the ⁵² said Josiah Hayter his executors administrators or assigns produce and show (?) forth unto the said James

Everard Lord Arundell his heirs and assigns the lives above named or otherwise make it appear ⁵³ to him or them within a reasonable time that the same lives are living or in default thereof they shall be deemed and taken to be dead any method or usage in law to the contrary ⁵⁴ in any wise notwithstanding And the said James Everard Lord Arundell doth for himself his heirs and assigns covenant promise and agree to and with the said ⁵⁵ Josiah Hayter his executors administrators and assigns that he the said Josiah Hayter his executors administrators and assigns well and truly paying the said rent and Heriots ⁵⁶ hereinbefore reserved at the times and in manner aforesaid and well and faithfully observing performing and keeping the covenants provisoes and agreements ⁵⁷ hereinbefore contained and on the part and behalf of the said Josiah Hayter his executors administrators and assigns to be paid kept and performed it shall and may be lawful ⁵⁸ to and for the said Josiah Hayter his executors administrators and assigns for and during the said term hereby granted peaceably and quietly to have hold use occupy possess ⁵⁹ and enjoy the said demised premises and every part and parcel thereof with their xxxxxxxx (except as before excepted) without the lawful Let Suit Trouble or Interruption ⁶⁰ of or by the said James Everard Lord Arundell his heirs and assigns or any or either of their xxxxxxxx whereof the said parties to these presents have hereunto set their ⁶¹ hands and seals the day and year first above written.