

Buildings and Lands Parish of Stratton St. Margaret

Dated 9 November 1692

Francis Kemble

---- to ----

Thomas Cullerne



Lease of two Closes

Parties to document :-	Francis Kemble of Stratton St. Margaret, Gent.
	William Cullerne of Easthropp, Parish of Highworth, Gent
Other names mentioned :-	Edward Blandy
Property mentioned in this document :-	Two meadow grounds or closes commonly called The Butts



This Indenture made the Nineth day of November in the yeare if o[u]r Lord God one thousand six hundred & ninety and two And in the fourth yeare of the Raigne of o[u[r Sowaigne Lord and Lady William and Mary by the Grace of God of England Scotland France and Ireland King and Queene defender of the faithe &c. **Betweene** Francis Kemble of Stratton St. Margarette in the County of Wilts. Gent of of the first part And Thomas Cullerne of Easthropp in the parish Highworth in the same County of Wilts gent of the other part **Witnesseth** that the said Francis Kemble for and in consid[e]racon of the sum of one hundred pounds of Lawfull money of England to him in hand paid by the said Thomas Cullerne after doth acquitt exon[er]ate and discharge the said Thomas Cullerne his Executors and Adm[instrato]rs and ev[er]y of them by these pr[e]sents And for devise other good causes and consid[e]racons him the said Francis Kemble thereunto moveing **Hath**

demised granted bargained sold sett and to farme Letten And or these pr[en]sents do in demise grant bargaine sell sett and to farme the said Thomas Cullerne **All** those his two meadow grounds or closes com[m]only called or known by the name of the Butts conteyning by estymacon ten Acres be the same more or lesse seittuat lying and being in Stratton St. Margarette aforesaid and were heretoforewithe tenure or occupacon of one Edward Blandy his Assignee or Assignes Togeather w[i]th all and all manner of wayes waters watercourses trees woods und[e]rwoods p[ro]fitts comodityes

advantages emolume[n]ts hereditam[en]ts and appurtenances whatsoever to the same pr[e]misses belonging or in any wise app[ur]teyning And the Revercon and Rev[er]cons remaynder and remaynd[e]rs rents issues and profitts of all singular the said pr[e]misses and ev[er]y part and parcell thereof and also all the estate right title interest proxty clayme and demand whatsoever whether in Law or equity of him the said Francis Kemble of unto or out of the said pr[e]misses or any part or parcell thereof Have and to Hold the said pr[e]misses w[i]th th[e] appurtenances and ev[er]y part and parcell thereof unto the said Thomas Cullerne his Executors Adm[in]strators and Assignes from the day of the date of these pr[e]sents unto the full end and terme of one thousand yeares from thence next ensueing fully to be compleate and Yeildinge And paying therefore yearly and ev[er]y yeare dureing the said terme unto the said Francis Kemble his heires and Assignes the yearly rent of one pepper corne on the ine and twentieth day of September if the same shall or demand and promises allwayes and it is Covenanted and agree[..?] by and betweene the said parties to these pr[e]sents That if the said Frances Kemble his heires Executors Adm[inistrat]ors or Assignes or any of them shall and he well and truly pay or cause to be paid unto the said Thomas Cullerne his Exec[uto]rs Adm[inistrato]rs or Assignes or to any of them the full and entire sume of one hundred two pounds and ten shillings of lawfull money of England at or upon the nineth day of May next ensueing the date of these pr[e]sents w[i]thout any fraud or delay and w[i]thout any manner of abatem[en]t deducion or defalcacon whatsoever for or by reason or meanes of any manner of Taxes paym[en]te or Assessm[en]t whatsoever Then this pr[e]sent Indenture shall cease determine and be utterly voyd and thing herein continues to the contrary hereof in any wise notw[i]thstanding And the said Francis Kemble doth by these pr[e]sents for himselfe his heires Exec[uto]rs and Adm[inistrato]rs and for every of them Covenant promise and grant to and w[i]th the said Thomas Cullerne his Exec[uto]rs Adm[inistrato]rs or Assignes and to and w[i]th ev[er]y of them in manner and forme following (that is to say) That he the said Francis Kemble his heires Exec[uto]rs Adm[inistrato]rs or Assignes or some of them shall and will well and truly pay or cause to be paid unto the said Thomas Cullerne his Exec[uto]rs Adm[inistrato]rs or Assignes or to some of them the full sum of one hundred and two pounds and ten shillings of lawfull mon[e]yof England mentioned in the p[ro]visoe above said att or upon the same day thereon appoynted for payment thereof w[i]thout any manner of Abatem[en]t deducion or defalcacon whatsoever for or by reason or meanes of any manner of Taxes paym[ent]t or assessm[en]ts whatsoever any Act of Parliam[en]t statute or law whatsoever to the contrary in any wise notw[i]thstanding And also that he the said Francis Kemble so and standeth att the tyme of the sealeing and deliv[er]y of these pr[e]sents lawfully seized of and in all and singular the said pr[e]misses of good sure p[er]fect absolute and in defeazable Estate of of inheritance in fee simple soe as he may lawfully grant lett and sett the same pr[e]misses unto the said Thomas Cullerne his Exec[uto]rs Adm[inistrato]rs or Assignes for the whole terme of one thousand years as aforesaid And further that he the said Francis Kemble hath not respectively don comitted or suffered and not matter or thing whatsoever or wherew[i]th the said pr[e]misses now is or are or shall or may att any tyme hereafter be chardged unpeached or incumbred in title chardge estate or otherwise howsoever And that the said Thomas Cullerne his Exec[uto]rs Adm[inistrato]rs or Assignes shall and may (from & after the breach and nonp[er]formance of the p[ro]visoe or condicon hereinbefore menconed peaceably and quietly have hold and enjoy all and singular the said pr[e]misses w[i]th th[e] appurtenances w[i]thout the lawfull lett suite trouble eviccon ejeccon make stacon or denyall of him the said Francis Kemble his heires Exec[uto]rs Adm[inistrato]rs or Assignes or any other p[er]son or p[er]sons whatsoever freed and dischardged from all manner of former and other gifts grants bargaines sales leases joyntures dowers titles of dower mortgages judgem[en]ts execucons and all other titles troubles chardges incumbrances claymes and demands whatsoever had made comitted don or suffered or to be had made comitted don or suffered by him the said Francis Kemble or by his meanes privity or procurem[en]t And finally that he the said Francis Kemble & his heires shall and will at any tyme hereafter caster default of paym[en]t of the said sum mentioned in the p[ro]visoe above said or any part thereof att the request costs and chardges in the Law of the said Thomas Cullerne his Exec[uto]rs Adm[inistrato]rs or Assignes make doe acknowledge Execute suffer or cause to be made don acknowledged executed and suffered all and ev[er]y such further and other lawfull and reasonable Act and Acts thing & things devises conveyances and assurances in the Law whatsoever for the further assureing surety sure makeing settleing and conveying of all and singular the said pr[e]misses w[i]th th[e] appurtenances unto an upon the said Thomas Cullerne his Executors Adm[inistrato]rs or Assignes for the remaynder of the said term of one thousand years w[hi]ch shall be then to come and unexpired be the same by matter of record otherwise howsoever as by the said Thomas Cullerne his Exec[uto]rs Adm[inistrato]rs or Assignes or his or their Councell cearned in the Law shall be reasonably advised or required In Witness whereof the p[ar]tyes first above named to the prielsent Indentures interchaingeably their hands and seales have sett the day and yeare first above written.

Recd of the within named Thomas Cullerne by and the within named Francis Kemble the day and yeare within written the within menconed sum of one hundred pounds of lawfull mon[e]y of England beinge the full consideration mon[e]y w[i]thin menconed I say rec[eive]d as above said

witness hereto Robt. Lodge John Bayley

Fra. Kemble

