

## Walpole Old Chapel Deed - **Annotated**

### Date

[19<sup>th</sup> August 1689]

This indenture, made the nineteenth day of the month of August, in the year of our Lord according to the computation of the church of England, one thousand six hundred eighty and nine, and in the first yeare of the reigne of our sovereign Lord and Lady William and Mary, by the grace of God, of England, Scotland, France and Ireland, King and Queen Defender of the Faith.

### Parties

[Lessors – 2 bailiffs of Southwold Corporation + 7 trustees of the commoners of Southwold]

And between William Cockraine Gent. and Robert Milbourne Gent., bailiffs of the corone borough of corporation of Southwold, in the county of Suffolk, and the comonalty of the said corone borough and corporation: George Warren of the city of London gent., Thomas Postle of Southwold, aforesaid merchant John Postle of Southwold, aforesaid grocer James Arthur of Southwold, aforesaid mariner John Aldred of Lowestofte, in the said county of Suffolk; grocer and Richard Wainfleet of Wrenthame, yeoman the said William Cockraine, George Warren, Thomas Postle, John Postle, James Arthur, John Aldred, Richard Wainfleet, being the only surviving feoffes of the corone lands of Yarmouth aforesaid, on the one hand.

### [Lessees – 6 trustees taking on the lease]

And Richard Wincupp of Spexhall, in the county of Suffolk, gent., Thomas Roone of Walpoole, in the said county of Suffolk, yeoman Samuel Folkard of Walpoole; aforesaid grocer Joshua Nunn of Spexhall, aforesaid yeoman John Fella of Halesworth, in the said county of Suffolk; cordwainer John Longman of Halesworth, aforesaid grocer on the other part,

### Authorisation and Witnesses

witnesseth that the said bailiffs and comonalty, and the said George Warren, Thomas Postle, John Postle, James Arthur, John Aldred, Richard Wainfleet, at the speciale instance and request, and by direction and appointing of the said bailiffs and comonalty, certifieth by being made parties to these presents, and fixing their comon seale thereunto; and for and in consideration of the rents and covenants hereafter, in and by these presents, recorded and confirmed with on the part and behalfe of the said Richard Wincupp, Thomas Roone, Samuel Folkard, Joshua Nunn, John Fella, John Longman, their executors, administrators or assigns, order or ought to be paid, done, recorded, fulfilled and kept.

### Agreement

Have demised granted and to farm [leaten], and these presents do demise grant and to farm [leate] unto the said Richard Wincupp, Thomas Roone, Samuel Folkard, Joshua Nunn, John Fella, John Longman, their executors, administrators and assigns,

### The Property

all that piece of land or pasture with a house thereupon lately built, lying and being in Walpoole, aforesaid environed and compassed about with the kings highway there in part, and the lands of George Fleetwood Esquire in part or only part, and containing by estimation one acre, more or less, and is now in the tenure and occupation of one Joseph Skoulding, his assigns or assignees.

### Rights Leased

Together with all the ways, waters, easements and priviledges, and appurtenances to the said piece of land or pasture, and all and single other premises, or any part or parcell thereof, belonging or in any way appertaining,

### Rights Reserved to Lessors

#### [Access and timber]

except and always reserved out of this present demise and grant, unto the said bailiffs and comonalty and their trustees, and the said George Warren, Thomas Postle, John Postle, James Arthur, John Aldred, and Richard Wainfleet, their heirs and assigns, all and all manner of tyMBER wood, underwoods and trees now growing, or being grown there hereafter, or may grow or be upon the said demised premises, or any part or parcell thereof.

And also free liberty of ingress, egress, and regress for themselves, and only of their servants, carts and horses, to and

from the said demised. And at all times to view and to see the state and condition, thereof. To fell stubb, cut down, lop and top all further tymbber woods, underwoods, woods growing or being upon the said demised premises, or any part thereof, as they or any of them shall please. And there to let it lye, or else with sufficient carts and horses to load it and carry it of the said demised premises, when they or any of them shall think most meet and convenient to have and to hold all the said piece of land or pasture.

### Lease Period and Start Date

[99 year lease, starting on 29<sup>th</sup> September, 1691. The feast of St. Michael = Michaelmas]

And all and single other the premisses mentioned to be demised with their (and only their) appurtenances (except before excepted) unto the said Richard Wincupp, Thomas Roone, Samuel Folkard, Joshua Nunn, John Fella, John Longman, their executors, administrators and assigns, from the feast day of St Michael the arch angel, which shall be in the year of our Lord God one thousand six hundred ninety and one, for and during, and unto the full end and terme of ninety and nine years. From thence next ensuing and fully to be compleat, and ended, without impediment of or for any manner wast in the houses or edifices already built, or that hereafter shall be built upon the said demised premises, or any part thereof.

### Amount of Lease and Payment Dates

[Ten Shillings per annum, in two equal payments]

And with liberty to [commit] wast in the houses and edifices already built, or that hereafter shall be built upon the said demised premises, or any part thereof, yielding and paying therefore yearly, and [only] year, during the continuance of this present demise, unto the said bailiffs and comonalty and trustees the yearly rent or sum of ten shillings of lawfull English money, at the two most usuall feasts or terms of payment in the yeare. That is to say the feast day of the annunciation of the blessed Lady Mary the Virgin, and St Michael the Archangel, by even or equal portions, at the market cross in Southwould, aforesaid.

### Penalties for Rent Arrears

#### [Locking up the building and/or taking property]

And if it shall happen the said yearly rent of ten shillings, or any part or parcell thereof, to be behind or unpaid during the space of ten dayes next, after any of the said feasts or dayes of payment at which the same ought to be paid, as aforesaid, that then and so often it shall and may be lawfull, and for the said bailiff and comonalty, and their trustees into the said demised premises, and any part thereof, to enter and there to distraine.

And the distress and distresses thereto found and taken to these rents owing take impoundable keys, untill the said rent, together with arrears thereof (if any there shall be), and also all further charges and expenses whatsoever, shall be laid out and expended in and about there only of the same shall be well and truly satisfied, and paid.

### The Lessees Covenant to meet the payment terms

And the said Richard Wincupp, Thomas Boone, Samuel Folkard, Joshua Nunn, John Fell and John Longman for themselves, their executors, administrators and assigns, and for only of them, do joyntly, formally and respectively covenant and grant for and with the said bailiffs, comonalty and their trustees; and with them only by these presents in manner and forme following, that is to say that they, the said Richard Wincupp, Thomas Boone, Samuel Folkard, Joshua Nunn, John Fella and John Longman, their executors, administrators or assigns, or some of them, shall and will yearly and [only] year during the continuance of this present demise, well and truly consent, satisfy and pay, or cause to be paid, unto the said bailiff, comonalty and their trustees, the said yearly rent of ten shillings, at the dayes and times before herein for the payment thereof, limited and appointed, and according to the intent and meaning of these presents, and the said bailiffs, and comonalty, and for themselves and their trustees, covenant and grant with the said Richard Wincupp, Thomas Boone, Samuel Folkard, Joshua Nunn, John Fella and John Longman, their executors, administrators, to and with them only, by these presents in manner and terme following.

### The Lessees may take timber for hedges and fences

That is to say that it shall and may be lawfull for the said Richard Wincupp, Thomas Boone, Samuel Folkard, Joshua Nunn, John Fella and John Longman, their executors, administrators, assigns, and only them, yearly and any yeare during this demise, to cut and take upon the said demised

premises, or some part thereof, so many bushes and other fencing stuff whatsoever, as shall be needful and necessary for the repairing and amending the hedges and end fences belonging to the said demised premises, if so much there can be found.

### 'Quiet Enjoyment' for the Lessees

And finally, that the said Richard Wincupp, Thomas Roone, Samuel Folkard, Joshua Nunn, John Fella and John Longman, their executors, administrators and assigns, and only them (paying the said yearly rent of ten shillings, before performed and performing the covenants and articles aforesaid, on their or any of their parts, to be kept and performed according to the said intent and meaning of these presents), shall, or lawfully may, quietly and peaceably have hold, occupy, possess and enjoy, all and single, the said demised premises, and any part or parcell thereof, according to the same intent and meaning of these presents without let sute, trouble, interruption, eviction or expulsion of the said bailiffs, comonalty, their trustees, or any other person or persons claiming, or to claim by, from or under them, or any of them in witness whereof, set to these presents indenture.

### Confirmation of seals and signatures

Richard Wincupp, Thomas Roone, Samuel Folkard, Joshua Nunn, John Fella and John Longman, the said bailiffs and comonalty in their guild hall, fixed their common seale: and the said George Warren, Thomas Postle, John Postle, James Arthur, John Aldred and Richard Wainfleet have set their hands to the other part of these present indentures, remaining with the

said bailiffs, comonalty: the said Richard Wincupp, Thomas  
Roone, Samuel Folkard, Joshua Nunn, John Aldred and John  
Longman have set their hands, the day and year have written.

This transcription from the original was carried out in 2020.  
The annotations in red text have been added to show how  
similar the sturcture of this document is to a modern day lease.