

WALPOLE OLD CHAPEL DEED 1747

Introduction

This deed appears to supersede the original 1689 lease, even though that was not due to expire for another 41 years. The terms are very similar to the original – even the rent is the same!

Editorial Note

The deed is written as a continuous piece of legal prose and as such is not easy to follow for the lay reader. Changes of topic or clause are only indicated by bold writing of words. (see photograph). For ease of understanding paragraphs have been inserted at these bold headings. In addition, annotated headings in red have been used to show how similar the structure of this document is to a modern-day lease.

Notes on the Transcription

Spelling has not been updated.

Letters in () have been inserted to improve readability, but do not appear in the original document. The symbol ~ often replaces missing letters, even though it may only be a single letter that is replaced.

Editorial comment is in *italics* and or [square brackets]

The Bayliffs & Com(m)~onalty)
To) Lease for 99 Yrs from
Ludbrook & Others) 29th Sept 1747
Walpole Meeting House

Date

This Indenture made the Sixth day of April In the twentieth Year of the reign of Our Sovereign Lord George the Second by the grace of God of Great Britain France and Ireland King Defender of the Faith &c [etc] And in the Year of our Lord One thousand Seven hundred & Forty Seven

Parties

Between William Thompson and Samuel Nunn Esquires Bayliffs of the Town Borough or Corpora~t(i)on of Southwold in the County of Suffolk and the Com(m)~onalty of the said Town Borough or Corpora~t(i)on of the One part and John Ludbrooke & Edmund

Ludbrooke of Heveningham in the said County of Suffolk Yeomen Benjamin Bullar of Halesworth in the said County Woollen Draper & Robert Brown of Walpoole in the said County Yeoman of the Other part

Authorisation and Witnesses

Witnesseth that the said Bayliffs and Com(m)~onalty testified by being made parties to these presents and fixing their Com(m)~on Seal thereunto and for and in Consider~at(i)on of the rents and Covenants hereafter in and by these presents reserved and contained which on the part and behalf of the said John Ludbrook Edmund Ludbrook Benjamin Bullar and Robert Brown their Executors Administrators or Assigns are or ought to be paid done performed fulfilled and kept

Agreement

Have demised granted and to Farm letten and by these presents do demise grant and to Farm lett unto the said John Ludbrook Edmund Ludbrook Benjamin Bullar and Robert Brown their Executors Administrators and Assigns

The property and rights leased

All that peice of Land or pasture (whereon the Meeting House & also a Messuage or Tenement in the use of John Morris now situate lyeing and being in Walpoole aforesaid as the said piece of Land is invironed and compassed about with the Kings highways there in part and the Lands late Fleetwoods now of William Plummer Esq^r on every other part and containing by Estim~at(i)on one Acre more or less formerly in the tenure or Occupa~t(i)on of Skoulding his Assignee or Assigns together with all the Ways Waters Easements priviledges and appurten(an)~ces to the said peice of Land or pasture and all and singular other the premises or any part or parcell thereof belonging or in any wise appertaining

Rights Reserved to Lessors

Except and always reserved out of this present demise and grant unto the said Bayliffs and Com(m)~onalty and their Successors all and all manner of Timber Wood Underwood and trees growing and being or which hereafter shall or may grow or be upon the said demised prem(is)~es or any part or parcell thereof And also free Liberty of Ingress Egress regress for themselves and every of them their and every of their

servants carts and horses *[illegible cut off]* from the said demised prem(is)~es or any part thereof from time to time and at all times to view and see the State and Condit(i)on thereof And also to fell lop top all such Timber Wood Underwood and Trees and carry the same away when they or any of them shall think most convenient

Lease Period and Start Date

To Have to Hold the said peice of Land or pasture and all and singular other the prem(is)~es before ment(i)o~ned with their and every of their Appurten(an)~ces (Except before Excepted) unto the said John Ludbrook Edmund Ludbrook Benjamin Bullar and Robert Brown their Executors Administrators and Assigns from the Feast day of Saint Michael the Archangell next ensueing the date hereof for and during and unto the full end and term of Ninety nine Years from thence next ensueing and fully to be compleat and ended without Impeachment of or for any manner of Wast in the Houses and Edifices already built or that hereafter shall be built upon the said demised prem(is)~es or any part thereof with Liberty to commit Wast in the Houses and Edifices already built or that hereafter shall be built upon the said demised prem(is)~es or any part thereof

Amount of Lease and Payment Dates

Yeilding and Paying therefore Yearly and every Year during this demise unto the said Bayliffs and Com(m)~onalty and their Successors the Yearly rent or Sum~e of Tenn Shillings of lawfull money of Great Britain at the two most usual Feasts or terms of payment in the year that is to say the Feast day of the Annunc(i)a~t(i)on of the blessed Virgin Mary and Saint Michael the Archangell by even and equal port(i)~ons at the Market Cross in Southwold aforesaid

The Lessees may take timber for hedges and fences

And the said Bayliffs and Com(m)~onalty for themselves and their Successors do hereby covenant and grant to and with the said John Ludbrook Edmund Ludbrook Benjamin Bullar and Robert Brown their Executors Administrators and Assigns (That is to say) that it shall and may be lawfull to and for the said John Ludbrook Edmund Ludbrook Benjamin Bullar and Robert Brown their Executors Administrators and Assigns and every of them Yearly and every year during this demise to cut and take upon the said demised prem(is)~es so many bushes and fenceing Stuff whatsoever as

shall be needfull and necessary for the repairing and amending the Hedges and Fences belonging to the said demised prem(is)~es if so much can there be found.

'Quiet Enjoyment' for the Lessees

And Lastly that they the said John Ludbrook Edmund Ludbrook Benjamin Bullar and Robert Brown their Executors Administrators and Assigns and every of them paying the yearly rent of tenn Shillings before reserved and performing the Covenants and Articles aforesaid on their and every of their parts to be kept and performed shall or lawfully may quietly and peaceably have hold possess occupy and enjoy all and singular the said demised prem(is)~es and every part and parcel thereof according to the true Intent and meaning of these presents without the Lett Suit Trouble Denial Interrupt(i)~on Evict(i)~on or Expulsion of the said Bayliffs and Com(m)~onalty and their Successors or any other person or persons claiming or to claim by from or under them or any of them

Confirmation of Seals and Signatures

In Witness whereof the said parties to these presents have interchangeably sett their Hands and Seals the day and year first above written.

Document was signed and sealed by:

John Ludbrook

Edmund Ludbrook

Benj Bullar

Robert Browne

Cover:

Sealed and Delivered (being first duly Stampd) In the presence of

John Crompton

Saml Badeley

Joseph Downing [Senior? – looks like sensr]

James Godbold