

1795 Indenture between Francis Newman (1718-1796) and James Rogers (his son-in-law)

*Transcribed from photocopy of original handwritten document sent to me by
Wiltshire Records Office 16 Apr 2012- see jpg files: 754_98 Gilletts Sparkford (1) and (2)*

This Indenture made second day of October in the year of our Lord one thousand seven hundred and ninety five, between Francis Newman of North Cadbury in the county of Somerset Esquire Lord of the Manor of Sparkford in the same county of the one part and the Reverend James Rogers of Sherborne in the county of Dorset clerk the son in law of the said Francis Newman of the other part. Witnesseth that the said Francis Newman for and in consideration of a competent sum of money to him in hand paid by the said James Rogers the receipt whereof is hereby acknowledged, hath demised granted and to farm ... by these presents doth demise grant and to farm let unto the said James Rogers all that messuages or tenement garden and orchard formerly with other premises in the possession of Joan Card widow deceased and late of Ambrose Gilletts yeoman also deceased her and his respective undertenant or undertenants and now of James Waters and James Blagdon as tenants thereof and also all that close of meadow or pasture ground called or known by the name of Milford containing by estimation two acres and half (be the same more or less) formerly in the possession of the said Joan Card suite of the David Cober deceased and late of John Colly also deceased or their respective undertenants and now of George Dresport as tenant thereof All which said premises are situate lying and being within the parish and are part of the manor of Sparkford aforesaid Together with all ways paths passages waters watercourses easements profits commodities advantages and appurtenances whatsoever to the said Messuages of the said premises or any part or parcel thereof belonging or in any wise appertaining except and always ...ed out of this present demise unto the said Francis Newman and his assigns during his life and to the person or persons to whom the freehold and inheritance of the said premises shall after his death for the time being belong all and all manner of timber fruit and other trees of what nature or kind soever new growing or being or which shall hereafter grow or be upon the said premises or any part of parcel thereof . To have and to hold the said messuage or tenement close and premises hereby or intended to be hereby demised and every part and parcel thereof with the appurtenances unto the said James Rogers his executors administrators and assigns from the day of the sale of these presents for and during and unto the full end and run of four score and nineteen years from thence next ensuing and fully to be complete and ended if the said James Rogers, Francis James Newman Rogers his son and Frances Charlotte Newman, granddaughter of the said Francis Newman or other of them shall so long live Yielding and Paying therefore yearly unto the said Francis Newman or his assigns during his life and to the person or persons to whom the freeholds and inheritance of the said premises shall after his death for the time being belong the rent or sum of two shillings of lawful British money for an in respect of the said messuages and premises late Ambrose Gilletts and the sum of three shillings and eight pence for and in respect of the said close late John Colleys making together the sum of five shillings and eight pence by two equal half-yearly payments, at the two most usual feasts in the year (that is to say the Feast of Saint Michael the Archangel and the Annunciation of the Blessed Virgin Mary by even and equal portions And also yielding and paying unto the said Francis Newman and his assigns during his life and to the person and persons to whom the freehold and inheritance of the said premises shall after his death for the time being belong in and upon the several deaths of them the said James Rogers, Francis James Newman Rogers and Francis Charlotte Newman they dying successively one after the other as herein named, the sum of twenty shillings for and an in lieu of a heriot, for an in respect of the said messuages and premises late of Ambrose Gilletts and also doing suit and service at the court or courts of the said Francis

Newman when and as often as the same shall be held in and for the Manor of Sparkford, and then and there to be justified and ordered in all things by the steward and homage thereof for the time being as office the tenants of the said manor are or ought to be, Provided always that if the said yearly rents or heriot shall be unpaid by the space of twenty days next after either of the several lines of payment thereof it shall be lawful for the said Francis Newman and his assigns during his life and for the person or persons to whom the freehold and inheritance of the said premises shall after his death for the time being belong, into the said premises and every part and parcel thereof with the appurtenances to re-enter and the same from thenceforth to repossess and enjoy as in his and their first and former estate, anything herein contained to the contrary thereof in any wise notwithstanding, and the said James Rogers doth for himself and his executors and administrators and assigns covenant promise and grant to and with the said Francis Newman and his assigns during his life and also to and with the person and persons to whom the freehold and inheritance of the said premises shall after his death for the time being belong by these presents, that he and they shall and will pay and discharge all rates taxes and impositions whatsoever parliamentary or otherwise laid or imposes or to be laid or imposed on the said premises or any part or parcel thereof And also shall and will uphold maintain and in good repair keep the said messuage or tenement closes and premises and every part and parcel thereof and the same so well and sufficiently upheld maintained and in good repair kept at the expiration or other sooner determination of the said term hereby grants, peaceably and quietly lease and yield up unto the said Francis Newman or his assigns during his life and to the person and persons to whom the freehold and inheritance of the said premises shall after his death for the time being belong, And the said Francis Newman doth for himself and his assigns covenant promise and grant to and with the said James Rogers his executors and administrators and assigns by these presents that paying the said yearly rent and heriot above reserved and performing the covenants and agreements herein before mentioned, it shall be lawful for the said James Rogers his executors and administrators and assigns to peaceably and quietly enter leasehold possess and enjoy the said premises and every part and parcel thereof with the appurtenances for and during the said term hereby granted determinable as aforesaid, without the trouble interruption ejection disturbance or denial of him the said Francis Newman or any other person or persons whomsoever claiming or to claim by from or under him. In Witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

Sealed and delivered being first duly stamped inter.... of the words "of the said Francis Newman" between the fifteenth and sixteenth lines, and the words "Frances Charlotte Newman granddaughter" in the sixteenth line and "Frances Charlotte Newman" in the twenty-second line of the within deed being first wrote on an erasure in the presence of:

~~Sealed and delivered being first duly stamped in the presence of:~~

Sparkford 2nd Oct 1795

Francis Newman Esq to the Rev James Rogers. Lives: said James Rogers, Francis James Newman Rogers, Frances Charlotte Newman.

Lease for four score and nineteen years of house garden and orchard late Ambrose Gilletts and Close of Meadows called Milford – Rent: Tillets 2/0; Milfords 3/8 = £0 5s 8d. Heriot for Gilletts £1 0s 0d