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On Her Majesty's Service

WASC 318



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Dated 4th March 1735.

Richard Bakeman Esq.

— to —

Mr John Walton.

Copy

Lease of the Weare at
Hooks Bridge for 21 years
from Christmas 1735

Xmas 1735

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1756 expires

Treasury Solicitor
Law Courts Branch
276 Royal Courts of Justice

This Indenture

made the 3rd day of March in the 9th

year of the reign of our Sovereign Lord Geo.

the 2nd by the grace of God of Great Brittain

Edmund and Helene King defences of the Faith and so forth in the year of our said
1735 Between Richard Pasteman of both square in the County of Middlesex
Esquire of the one part and John Walker of London Merchant of the other part
Witnesseth that for and in consideration of the yearly rent and covenants in these
presents recited and contained on the part and behalf of the said John Walker
his executors administrators and assigns to be here done and performed the said
Richard Pasteman hath demised granted and to farm letten and by these presents
with demise joint and to farm lett unto the said John Walker All that the
Messuage at Stokes Bridge in Maltham Abbey in the County of Essex upon the River
Sea with the water and fishery thereof from Holywell Bridge above the said Messuage to a
place commonly called Black Sitch upon the same River also all those four grass
Islands situate upon Sheatunt Fishery also one other grass Island situate on
Fishers Farm also one other Island below the Sunpsike planted with Cypers also
two grass Islands lying by the Abbey Head side also one grass Island lying by
Commonweal Marsh also one grass Island by Green Head Gate also 4 Islands
by the Marsh three thereof grass and one planted with Cypers also all those two
grass Islands below Maltham Town adjoining to Green Head and byne Stones
also one Cyper Island at Pease Hill one other Cyper Island at the Sunpsike Hill
and also one grass Island commonly called Knees Island adjoining to Stokes
Marsh Gate since the Messuage Hill River now in the occupation of the said John
Walker his indentments or assigns and also all ways passages easements waters
watercourses bridges stiles profits commodities and appurtenances whatsoever to the
said Messuage Fishery Islands and premises with the appurtenances belonging or in
anywise appertaining or therewith usually letten used occupied or enjoyed & have
and to hold the said Messuage Islands and premises hereby demised with the appurts
belonging or in anywise appertaining or therewith usually letten used occupied or
enjoyed and every part and parcel thereof unto the said John Walker his executors
assigns and assigns from the feast day of the Nativity of our Lord Jesus last
past for and during and unto the full end and term of 21 years from thence next
ensuing and fully to be compleat and ended yielding and paying therefore yearly
and every year during the said term of 21 years hereby granted unto the said
Richard Pasteman his heirs or assigns the yearly rent or sum of £27 of good and
lawfull money of Great Brittain on the four next several Saturdays or days of payment

Stamp No.

in the year that is to say the annunciation of the Blessed Virgin Mary the
Feast of Saint John the Baptist the Feast of St Michael the Archangel and the Birth
of Our Lord Christ by even and equal portions free and clear and without any
deduction for any manner of taxes assessments subsidies or impositions whatsoever
(the first payment to be made on the feast of the annunciation of the Blessed
Virgin next ensuing the date of these presents) AND the said John Walton for himself
his executors administrators and assigns doth covenant promise and agree to and
with the said Richard Bateman his heirs and assigns that he the said John Walton
his executors administrators or assigns shall and will well and truly pay or
cause to be paid unto the said Richard Bateman his heirs or assigns the
said yearly rent or sum of £24 on the days and times and in manner
aforesaid free and clear and without any deduction or abatement out of the
same or any part thereof for any manner of taxes assessments or duties
whosoever according to the reservation thereof and true intent & meaning
of these presents AND also that he the said John Walton his executors administrators
and assigns shall and will at his their or some of their own proper charge
pay and discharge all such taxes assessments subsidies and all other Publick
or parliamentary taxes and other duties whatsoever which at any time or times
during the said term shall be taxed charged assessed or imposed upon or
grow due and payable and to be paid for or in respect of the said premises
by the Landlord of the said premises or the said John Walton his executors
administrators or assigns in respect thereof and shall and will at all times
hereafter during the said term hereby letten acquit discharge save harmless &
keep indemnified the said Richard Bateman his heirs and assigns and the said
premises therefrom and from all charges seizures payments and damages by
reason thereof and also that the said John Walton his executors administrators
and assigns shall and will at his their or one of their own proper costs and
charges from time to time and at all times hereafter during the said term
hereby granted when and so often as need or occasion shall be or require
well and sufficiently and in good husbandlike manner make amend & at
all times during the said term preserve maintain uphold and keep in
good repair the said Mease Bridges Stiles and premises with the appurtenances
thereunto belonging & the said premises being so well and sufficiently repaired amended
preserved upheld maintained and in good repair kept as aforesaid shall and will
at the end of the said term hereby letten or other sooner determination of this
present Lease which shall first happen peaceably and quietly leave surrender

and yield up unto the said Richard Bateman his heirs assigns ^{Peared}
nevertheless that if it shall happen the said yearly rent or sum of twenty four
pounds or any part thereof shall be behind and unpaid by the space of 14 days
next over or after any or either of the said Feast days or days of payment whereon
the same ought to be paid as aforesaid (being first lawfully demanded that then &
from thenceforth) it shall and may be lawful to and for the said Richard
Bateman his heirs or assigns into the said hereby demised premises or any part
thereof in the name of the whole wholly to reenter and the same to have
again retain repossess and enjoy as in his and their first and former
Estate and the said John Walton his executors administrators or assigns
and all other occupiers of the said demised premises thereout and from
thenceforth utterly to expell put out and remove this Indenture or
anything herein contained to the contrary thereof in anywise &
notwithstanding AND the said Richard Bateman for himself his
heirs and assigns doth by these presents covenant promise and grant
to and with the said John Walton his executors administrators and
assigns that the said John Walton his executors administrators and
assigns well and truly performing paying fulfilling and keeping the
rent and covenants hereinbefore reserved and contained on his and
their parts and behalfe to be paid performed and kept shall and
lawfully may peaceably and quietly have hold use occupy possess and
enjoy the said Weare Islands and premises hereby demised with their and
every of their appurtenances without the lawful lett suit trouble molestation
interruption or disturbance of or by the said Richard Bateman his heirs or
assigns or any person or persons claiming or to claim by from or under
him them or any or either of them In witness whereof the said parties
to these presents interchangeably have hereunto set their hands and seals
the day and year first above written

R (L.S.) Bateman

John (L.S.) Walton

Sealed and Delivered (being first duly stamped) in the presence of
Tom Waldo