

**I**n His Indenture

Made the twentieth daie of June in the sixth yeere of the reigne of our soueraine Lord Charles by the grace of God King of

England Scotland France & Ireland, Defendour of the Faith &c. **Laurence** Walter Yonge Esquier, Robert Carswell gentleman John Peete, Hugh Newton & Simon Dye

women ffroffers of the parish lands of Holton in the County of Devon of these ptes, And Laurence Browne of Houghton in the said County of Devon weaver of the said ptes **Wittnesse**

That the said Walter Yonge, Robert Carswell, John Peete, Hugh Newton & Simon Dye ffroffers aforesaid w<sup>th</sup> the consent & assent of William Drake Esquier John Dalling, Robert

ffarrant gentleman ffreemurid Bagwood, Hugh Deape, Edward Holwell, Walter Meary, John Newton of Curbitaine, Thomas Steward and William Goddard of Warrcombe yeomen

of the said County of Devon, a summe of six pounds & ten shillings of lawfull money of England unto the said ffroffers before named by

the said Laurence Browne before ffroffering & deliuering hereof well & lawfully contented & paid, the receipt whereof they the said ffroffers do hereby acknowledge. And also for

that the said Laurence Browne hath surrendered & yielded vnto the said ffroffers all such estate tenement & interest ad hoc the said Laurence Browne had & assigned for or

of them had or ought to haue had, of & in the Tenem<sup>t</sup> or dwelling house curtilage & garden hereafter mentioned w<sup>ch</sup> was for many yeeres yet continuing

grauant & to ffirme l<sup>ett</sup> vnto the said Laurence Browne his ex<sup>ecuto</sup>r & assignes. All that one Tenement or dwelling house and the curtilage bymmed & garden thereto

adjoining & appertaining with their appurtenances, containing by estimation a quarter of a Borough acre of land bee it more or lesse situate lying & being within the

parish of Holton in the said County of Devon. Betweene other land of the said ffroffers late in the tenure of one Humphrey Blake deceased in the east, a barke lane thereto on the south,

the land some tymes of Sir George Smith knight deceased on the west, and the Kinge high way or street thereto on the north, and nowe in the pt & occupation of the said Laurence Browne (except and alwayes reserved

out of this demise & graunt vnto the said ffroffers their heires and assignes full libertie of ingress egress & regress at any convenient tyme & tyme into vpon & from the p<sup>ar</sup>ts

the dwelling & surbaying of the same and any ptes thercof) **To haue and to holde** all the said Tenement dwelling house curtilage bymmed & garden with their appurtenances

(except be f<sup>or</sup> excepted) vnto the said Laurence Browne his ex<sup>ecuto</sup>r & assignes from the daie of the date of these ptes vnto the ende and terme and for & duringe the full tyme

and terme of ffour score & seuenteen yeeres fullie to bee complet expired & ended w<sup>ch</sup> the said Laurence Browne, Meare Browne his daughter and Daniell Browne his some

or either or any one of them shall happen so longe to live: **Reddinge** and payme<sup>t</sup> thre p<sup>er</sup> cente vnto the said ffroffers their heires & assignes the

vnto the rent of twelue shillings of lawfull money of England, all the said tyme most & shall p<sup>er</sup> annum in the yeere, that is to saye, the ffroffers of the nativite of St John the Baptist

St Michael Thausange, the Birth of our Lord Christ, and Commemoracion of the blessed virgyn Meare by equalle parts p<sup>er</sup> sonne. And also reddinge and payme<sup>t</sup> vnto the said ffroffers their

heires & assignes after the deat alienacion surrender forf<sup>or</sup>eiture or other lawfull determinacion of the said Laurence Browne & of every his ex<sup>ecuto</sup>r & assigne or

assignes of & in the p<sup>ar</sup>ts being tenant or tenants in possession thercof by vertue of these ptes, the summe of thre shillings & fower p<sup>er</sup> cent of lawfull money of England in the name of a

hauocott or haucotte, And also sh<sup>al</sup>l doe suite to all the Countys of sunder of the said ffroffers their heires & assignes w<sup>ch</sup> sh<sup>al</sup>l bee holden w<sup>ch</sup> the p<sup>ar</sup>ts of Holton aforesaid vpon

reasonable warninge given: **And** the said Laurence Browne for himselfe his ex<sup>ecuto</sup>r & administratours doth robeent p<sup>ro</sup>mise & agree to & w<sup>ill</sup> the said ffroffers their heires and

assignes by these ptes, that hee the said Laurence Browne his ex<sup>ecuto</sup>r & administratours and assignes & every of them being tenant or tenants in possession of the p<sup>ar</sup>ts by force

hercof, sh<sup>al</sup>l & w<sup>ill</sup> att his & their owne coste & charge well & sufficientlie repair & uphold sustaine & maintayne all & singler the said demysed p<sup>ar</sup>ts & every pte & p<sup>ar</sup>te hercof, as well in

houses walls timbering & rooofing, as in hedged ditches & fences & all other needefull & necessarye reparacions when and as often as neede shall require duringe the said terme, And the

same p<sup>ar</sup>ts & every pte hercof so well & sufficientlie upholden sustayned & maintayned in all thinges as aforesaid in the said terme sh<sup>al</sup>l & w<sup>ill</sup> leave & p<sup>ro</sup>vide vnto the said ffroffers

the said ffroffers or thei succ<sup>ess</sup>ors or fund<sup>er</sup>ors of them thei heires or assignes, **And** also that hee the said Laurence Browne his ex<sup>ecuto</sup>r & assignes adm<sup>is</sup>r or any of them shall not willingly

comitt or doe nor consent to bee comitted or dome any wast spoile or distrucion in to or vpon the p<sup>ar</sup>ts or any pte hercof: **And** if it shall happen the said vnto the twelue shillings to bee

behind & unpaid in pte or in all by the p<sup>ar</sup>ts of one quarter of a p<sup>ar</sup>te next after any of the ffroffers ptes in w<sup>ch</sup> as aforesaid, it sh<sup>al</sup>l to bee paid, the same being lawfullie demanded & not

paid and not sufficient distressed in or vpon the p<sup>ar</sup>ts in the meane tyme ran or maye be found for the reding of the same w<sup>ch</sup> so being behind, w<sup>ch</sup> sh<sup>al</sup>l be repaid hercof (if any shall happen to

bee) and also of such haucottes as by force hercof sh<sup>al</sup>l growe due or payable: **Or** if the said Laurence Browne his ex<sup>ecuto</sup>r adm<sup>is</sup>r or any of them shall willingly doe or by

his or thei assent or procurement suffer to bee dome any act or acte thing or thinges what soeuer w<sup>ch</sup> sh<sup>al</sup>l or maye tend or bee to the p<sup>ar</sup>ts here or distrucion of the said ffroffers their heires

or assignes of the said p<sup>ar</sup>ts or any pte hercof: **Or** if the said Laurence Browne his ex<sup>ecuto</sup>r adm<sup>is</sup>r or any of them shall comitt or doe or consent to bee comitted or dome any

voluntarie or wilfull wast spoile or distrucion in or vpon the p<sup>ar</sup>ts or any pte hercof to the value of fower shillings or upwards, and sh<sup>al</sup>l not make double satisfaction for the same vnto the said ffroffers

thei heires or assignes w<sup>ch</sup> in fower daies next after notice hercof given: **Or** if the said Laurence Browne his ex<sup>ecuto</sup>r adm<sup>is</sup>r or any of them doe or sh<sup>al</sup>l comitt or suffer the

p<sup>ar</sup>ts or any pte hercof to bee rayned or in decaye to the value of twelue shillings or upwards, and sh<sup>al</sup>l not sufficientlie repair & amend the same w<sup>ch</sup> in one halfe yeere next after warninge

hercof to him them or one of them (w<sup>ch</sup> sh<sup>al</sup>l be then tenant to the p<sup>ar</sup>ts) given or to bee given by the said ffroffers their heires or assignes or one of them: **Or** if the said Laurence Browne

his ex<sup>ecuto</sup>r adm<sup>is</sup>r or any of them sh<sup>al</sup>l assigne or lett over the said p<sup>ar</sup>ts or any pte hercof to any p<sup>ar</sup>son or p<sup>ar</sup>son what soeuer, other than to the said Meare & Daniell Browne or

one of them or any other the child or children of the said Laurence Browne, or to thei or any of thei w<sup>ch</sup>, or to or for the vse of any woman that sh<sup>al</sup>l be the wife of the said Laurence Browne,

w<sup>ch</sup> without the consent of the said ffroffers their heires or assignes and of the said Twentie men or thei success<sup>ess</sup>ors or fund<sup>er</sup>ors of them first had & obtained in writinge vnder their hand,

that then for every one or any of the causes aforesaid it sh<sup>al</sup>l & maye bee lawfull to & for the said ffroffers their heires or assignes or one of them: **And** if the said Laurence Browne

doe w<sup>ch</sup> the said ffroffers thei heires or assignes & every of them into all & singler the said p<sup>ar</sup>ts w<sup>ch</sup> sh<sup>al</sup>l be appointed

to w<sup>ch</sup> the said ffroffers thei heires or assignes & every of them into all & singler the said p<sup>ar</sup>ts w<sup>ch</sup> sh<sup>al</sup>l be appointed

the said Walter Yonge, Robert Carswell, John Peete, Hugh Newton & Simon Dye ffroffers aforesaid and thei heires all the aforesaid p<sup>ar</sup>ts before in these ptes mentioned to bee hereby

demysed and every pte & p<sup>ar</sup>te hercof with the appurtenances (except be f<sup>or</sup> excepted) vnto the said Laurence Browne his ex<sup>ecuto</sup>r & assignes in manner & forme aforesaid, and vnto the rent lawfull

redemite condicions & assignements about w<sup>ch</sup> the said ffroffers thei heires or assignes sh<sup>al</sup>l & w<sup>ill</sup> warrante arguente & defend by these ptes duringe the said terme: **Provided** alwayes that these ptes nor any

thinge hercof sh<sup>al</sup>l extend or bee extended to bind or charge the said Walter Yonge, Robert Carswell, John Peete, Hugh Newton & Simon Dye or thei heires nor any of them

w<sup>ch</sup> w<sup>ch</sup> any further or other graunt or warranty then only each of them himselfe & his owne heires & ad & every p<sup>ar</sup>son & p<sup>ar</sup>son claiminge vnder him and not otherwise: **In witness**

whereof the ptes aforesaid haue to this indenture interchaungably putt their hands & seals the daie & yeere first aboue w<sup>ch</sup>ten 1630.

Laurence Browne

III

Willelmus de ...



Sealed & delivered to Peter Bagwell  
to keep of the no. in named appo. in  
in the said pt.  
Peter Bagwell

22: mto W. Bagwell

Laurence and Mary  
Brown and Clerk

London  
St. Dunstons

8/11

20th day of June 15-  
from the ...  
to the ...  
How many  
1620  
Refuse