

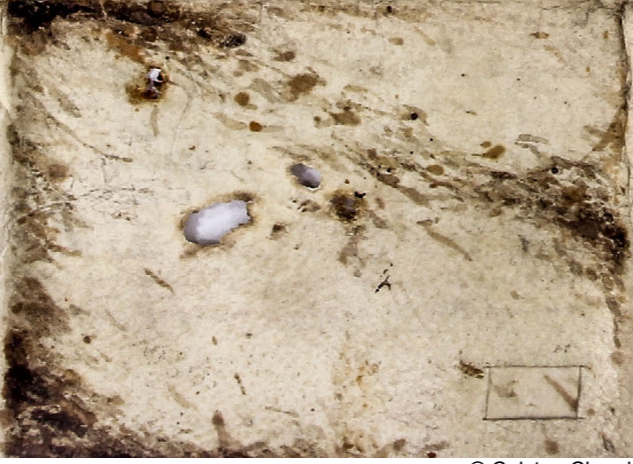
# His Indenture

Made the twentieth day of September the year of the reign of our most gracious sovereign lord James by the grace of God King of England France and Ireland the eleventh and of Scotland the seventh and fourth, Defender of the Faith, or **Wetmore** Walter Yonge, John Norton, Robert Caspwell gent. John Peete, Robert Burduld, John Butter, Hugh Norton, Stephen Dunde, Symon Dye & John Marckle yeomen **Witnesseth** that the said Walter Yonge, John Norton, Robert Caspwell, John Peete, Robert Burduld, John Butter, Hugh Norton, Stephen Dunde, Symon Dye and John Marckle assented aforesaid with the consent & assent of William Wasteler, John Caspwell, Robert Thragge, John Dillmge gent. John Ham, George Mearcy, John Burkland, Francis Hagrove, William Hooper, William Misher, Walter Teape, Surgeon, Sampson Edward Holme & Walter Mearcy yeomen, and the rest of the twenty men of the foresaid parish of Wolton assented for & in consideration of the sum of Thirtie Pounds and ten Shillings of good & lawful money of England unto the assented before named by the said Thomas Brambleyn before the instalment & delivery hereof well & truly contented & paid whereof they the said assented do acknowledge the receipt by these parts. As also for & in consideration that the said Thomas Brambleyn hath surrendered and yielded up unto the said assented one lease for many years yet ending & determinable by the death of Agnes now the wife of one Robert Edwards of Colford within the parish of Wolton aforesaid his husband and an assignment thereto made by the said Robert Edwards unto him the said Thomas Brambleyn with all the right & state title true & interest w<sup>ch</sup> he the said Thomas had & enjoyed & assigned or any of them had & ought to have had by force of the said lease & assignment or either of them of & to the Barne aforesaid & some other parcels of the land hereafter mentioned **Sauce demised** granted & to farme letten. And by these parts doe demise & to farme lett unto the said Thomas Brambleyn his executor, assignee & assigns. All that one house sometimes called by the name of Olders Barne and one plot of land therunto adjoining containing by estimation one acre and halfe but it more or lesse with the appurtenances & being in the Barrowe of Colford aforesaid within the foresaid parish of Wolton in the County of Devon Betwixen the land of Tarnoc in the east, the land of Ternd & William & Bartholme in the south, the land of Ternd in the west & the high way or street there in the north. And also one other close of land with the appurtenances sometimes an orchard and plot of ground and called by the several names of the winge orchard & the winge plot containing in the whole by estimation one acre & one fad but it more or lesse Situate betwixt & being also in the foresaid Barrowe of Colford Betwixen the land of Walter William Blacke and Ray Teape in the west & north, the land of Zacle and Gayed & a way or lane leading from the said Barrowe to the tithing of the same Walter and Ray, in the east, and the Kinge high way or street there in the south. All w<sup>ch</sup> premises were late in the tenure of one John Coude also Tarnoc demised and are now in the occupation of the said Thomas Brambleyn **Except** and always reserved out of this demise & grant unto the said assented their houses & assigned free libbe of ingress egress & regress at all tymes & tymes convenient into & from the premises for the winge and Sundaying of the same. **To have and to holde** all the said house or Barne & plot of land before by these parts demised with their appurtenances and curie etc & well thereto (except before excepted) unto the said Thomas Brambleyn his executor & assignee from the day of the date of these parts unto the end & terme and for & during the whole time & terme of flowers & wynter then next & immediately followinge full to be complet & ended w<sup>ch</sup> premises Thomas Brambleyn & Peter Brambleyn some of the foresaid Thomas Brambleyn the elder or any one of them shall happen so longe to live **Yeeldinge** and paym<sup>ts</sup> therof yearly & yearly duringe the said terme unto the said assented their heirs & assigns the yearly rent of eightene shillings of good & lawful money of England on the first of May next after the feast of St Michael the Archangel, the Twelfth of our souerain Lord, Chamurion of the blessed Virgin Marie and the nativite of St John Baptist by even & equal portions **And also** paym<sup>ts</sup> & disthargm<sup>ts</sup> the Barrowe or Towne rent to be due & payable for or out of the premises yearly duringe the said terme. **And also** the said Thomas Brambleyn his executor, administratours & assignee & curie of them beinge Tenant or Tenant in possession of the premises by vertue hereof shall doe suite to all the Countie of Exeter of the above named assented their heirs and assigns w<sup>ch</sup> shall be holden w<sup>ch</sup> in the parish of Wolton aforesaid as other their Tenants of the said parish the lands have don & ought to doe upon reasonable warninge to him or them given. **And** the said Thomas Brambleyn for himselfe his executor, administratours & assignee & for curie of them doth & promise & agree to & with the said assented their heirs & assigns and to & with curie of them by these parts. That hee the said Thomas Brambleyn his executor, administratours & assignee & curie of them beinge Tenant or Tenant in possession of the premises by force hereof shall & will at his & their owne cost & charge well & sufficientlie repaire & sustaine & maintaine all & singler the said demised premises & curie etc & well thereto with the appurtenances as well in houses walled by masonry & otherwise as in hedges ditches fences & yeates and all other needfull & necessarye reparations when & as often as neede shall require duringe the said terme. And the same premises so well & sufficientlie repaire & mainteyned in all kinde as aforesaid in the end of the said terme shall & will leave & yelde up unto the said assented or their heirs or assigns as the said assented or their heirs or assigns shall see cause. **And also** that hee the said Thomas Brambleyn his executor, administratours or assignee or any of them shall not wittinglie commit or doe, nor consent to be committed or don any waste, spoile or destruction in, to or upon the premises or any pt thereof, nor fell or rutt downe any oke ashe or Elm in or upon the premises now or hereafter growinge but if it be for the buildinge & repaire & amendinge of the same premises without the licence of the said assented their heirs or assigns & of the said Tenent men or their successours or the more pt of them in writinge under their hands therunto first had & obtained. **And w<sup>ch</sup>** it shall happen the said yearly rent of eighttene shillings of lawful money of England to be behind & unpaid in x<sup>th</sup> or more in all by the space of one quarter of a yeere next after any of the foresaid assented in w<sup>ch</sup> ad is aforesaid it ought to be paid, the same beinge lawfullie demanded, then not paid and no sufficient distress in or upon the premises in the meane tyme can or maye be founde for the leynging of the same rent so beinge behind with the charge therof (if any shall happen to be) **Or w<sup>ch</sup>** the said Thomas Brambleyn his executor, administratours or assignee or any of them shall wittinglie doe or by his or their assent or privitye suffer to be don any act or acte th<sup>at</sup> or th<sup>at</sup> maye or th<sup>at</sup> maye be cause w<sup>ch</sup> shall or maye tend or bee to the prejudice hurt or disheritance of the said assented their heirs or assigns, of the said premises or any pt thereof. **Or w<sup>ch</sup>** the said Thomas Brambleyn his executor, administratours or assignee or any of them shall commit or doe or consent to be committed or don any voluntarie or wilful waste, spoile or destruction in or upon the premises or any pt thereof to the value of five shillings or upwards, and doe not make double satisfaction for the same unto the said assented their heirs or assigns w<sup>ch</sup> in foure daies next after such act committed. **Or w<sup>ch</sup>** the said Thomas Brambleyn his executor, administratours or assignee or any of them doe or shall commit or suffer the premises or any pt or pt thereof to be raynsed & in decaye to the value of twenty shillings or upwards, and shall not sufficientlie repaire & amend the same w<sup>ch</sup> in one halfe yeere next after warninge therof to him them or one of them w<sup>ch</sup> shall be then Tenant to the premises) given or to be given by the said assented their heirs or assigns or one of them. **Or w<sup>ch</sup>** the said Thomas Brambleyn his executor, administratours or assignee or any of them doe or shall at any tyme duringe the foresaid terme assigne or sell over the said premises or any pt thereof, or alien the or contrarye his or their estate title true & interest of in or to the same or any pt thereof to any person or persons whatsoeuer other then to the said assented, Thomas & Peter his sonnes or one of them, without the consent & good will of the foresaid assented their heirs or assigns and of the said Tenent men or their successours or the more pt of them therunto first had & obtained in writinge under their hands, That then for curie of any of the parties aforesaid the said demise & grant & the terme hereby committed shall cease & determine & bee void, And then & from thenceforth for all or any the said causes it shall & maye be lawful to & for the said assented their heirs & assigns & curie of them into all & singler the said demised premises with their appurtenances to recovere and the same to have againe, retaine & enjoye as in this first & former estate. These Indentures or any th<sup>at</sup> maye in them contained to be revocable in any wise notwithstandinge **And** the said Walter Yonge, John Norton, Robert Caspwell, John Peete, Robert Burduld, John Butter, Hugh Norton, Stephen Dunde, Symon Dye and John Marckle assented aforesaid & their heirs & assigns the said house or Barne and plot of land w<sup>ch</sup> their appurtenances (except before excepted) unto the said Thomas Brambleyn his executor & assignee in manner & forme aforesaid, and under the rent & rentie & agreement before expressed and answered. And against the chiefe lordes of the fee of the premises for all high rents to them the said chiefe lordes due or to be due & payable for the same premises. And also against themselves the said assented & their heirs & assigns & curie of them shall & will warrant & defend & defend by these parts. **Provided** always that these parts or any th<sup>at</sup> maye therein contained shall not extend or be extended to bind or charge the said Walter Yonge, John Norton, Robert Caspwell, John Peete, Robert Burduld, John Butter, Hugh Norton, Stephen Dunde, Symon Dye & John Marckle or their heirs nor any of them w<sup>ch</sup> any further or other granted or warranted than onely each of them against himselfe & his heirs & assigns & assigns & assigns under him & not otherwise. **In witness** whereof the parties aforesaid to these parts have putt their hands & seals interchanginge the same w<sup>ch</sup> day & yere first above written. 1613. #

Agnes Yonge + Brambleyn

Memorandum for the most honorable the King's Highness the Duke of Burgundy  
by the King of the said Highness the Duke of Burgundy, and the Duke of Brabant  
no part of the said Highness the Duke of Burgundy, and the Duke of Brabant  
and so signed sealed and delivered in the presence of the King of the said Highness  
the Duke of Burgundy, and the Duke of Brabant.

King, Brabant  
Factor Baginse



1614  
9110  
Cologne  
Dolysora  
1613