

Appendix
Fair Oak's 1724 Lease

This Indenture Made this twelfth day of May in the tenth year of the Reign of our sovereign lord George by the Grace of God of Great Britain France and Ireland King Defender of the Faith ye Anno Domini 1724 BETWEEN Francis Popham of Littlecote in the County of Wiltshire Esq of the one part, AND John Reed of Lupitt in the County of Devon, yeoman of the other part. WITNESSETH that the said Francis Popham for and in consideration of the yearly Rent covenanted considered and agreed hereinafter mentioned reserved and contained to be paid observed and performed by the said John Reed his executors Heirs and assigns HATH demised granted letten and to farme and letten and by those persons doth grant lett and to farme lett unto the said John Reed ALL that farme house called faire Oake with the barns stables and other outhouses garden and Orchard thereunto belonging the whole containing by Estimation One acre (more or less) One piece of pasture called the milking platts containing by estimation Two acres severall pieces of arable or pasture under the house called the fields containing about fourteen acres, One meadow called deer parke containing Three acres, One piece of Meadow called Shutt Meadow containing by Estimation Three acres, Ferny Close Coppice with a little plot next Adjoining containing Ten acres, Northwood containing Six acres, the north Cleeve containing by estimation Ten acres, South Cleeve containeing Twenty Acres,-- two pieces of Arable or pasture called the twenty Acres at Hill containing by Estimation Twenty acres, One piece of arable or pasture called the higher Ten acres containing by Estimation Ten acres, One piece of Ground called the Great Close containing by estimation sixteen Acres, One piece of Arable or pasture called the Six acres containing six acres, Three pieces of Meadow or pasture called the platts containing Five Acres, one piece of Ground called Calves Close containing four Acres, one piece of meadow called South Close containing One Acre, One piece of meadow called Roodwood Platt containing by Estimation Three acres, Three pieces of arable or pasture Ground called the Wormgroves containing fourteen Acres, One piece of Ground called Woodmead containing about Two Acres, The Moyety or halfendeale of Blanchards Moore and Blanchards Hay, Otherwise called the Riggles containing in the whole by estimation One hundred Acres (be it more or less) and the Moyety and halfendeale of Upowtrej Down the whole containing by Estimation Twenty Acres (be the said severall Closes and pieces of Meadow arable pasture wood and Down or any or either of them more or less) All which premises are scytuate lying and being in Upowtrej aforesaid and are belonging to the farmhouse called faire Oake and proll or proll of a certaine farme called Upotrey farme late in poss[essi]on of Robert Dymont and now of him the said John Reed his assignees or undertenants together with all wayes paths passages waters water-courses easements Commons common of pasture for the advantage and appurtenances whatsoever to the said farme house and premises belonging or in anywise Appurtaining (Except and Always reserved Out of this present Demise and Grant unto the said Francis Popham his heirs and Assignees All and All manner of Trees, young slippes and saplings like to prove or become trees now standing Growing or being or which hereafter shall or may stand Grow or be in or upon the said Demised premises or any part thereof with free liberty of Ingress Egress and Regress to and for the said Francis Popham his heires Assignees to cutt down and Carry away the same at his and their free will and pleasure) TO HAVE AND TO HOLD the said farmhouse barnes Stables Stawles and other Outhouses Garden and orchard thereunto belonging, Together with the – severall pieces and parcels of All their and every of their Appurtenances (except before excepted) unto him the said John Reed his Executors administrators and Assignees from the five and Twentieth Day of March last past before the date hereof for and during and unto the full end and Term of Seven yeares from thence next Ensuing, And fully to be Compleat and Ended YIELDING and paying therefore yearly and every year During the said Terms and Seven years the yearly Rent or Sume of Ninety pounds of Lawfull money of Great Brittain at the four most usuall feasts or dayes of payment on the yeare (that is to say) the feast of St John the Baptist, St Michael Th'archAngell, The Birth of Our lord God and Th'annunciation of the Blessed Virgin Mary by even and equall portions, AND He the said John Reed for himselfe his Exec' Adm' and Assignees doth Covenant Grant promise and Agree to and with the said Francis Popham his heirs and assignees by those p'suant in manner and form following (that is to say) that he the said John Reed his exec' admin' and assignees or some or One of them shall and will from time to time and at all times

hereafter during the terme hereby Granted well and truly pay or Cause to be paid unto the said Francis Popham his heirs and assigns his aforesaid yearly Rent of ninety Pounds of lawfull money of Great Brittain at such Dayes and Times and in such Manner and forms as herein before to mentioned and Appointed for payment thereof And also that he the said John Reed his exec' and Assignes shall and will yearly and every year during the Terme hereby granted Expend Spread Abroad and Bestow in husbandlike manner in and upon part of the said Demised premises whereit shall be most usefull and necessary All the hay, dung soyle and Compost that shall Arise Grow or be made out of or upon the land, And that whensoever he the said John Reed his Exec' Admin' or Assignes shall plow up Till or Sow any of the Arable Land part of the said demised premises or his part or Moyety of the Riggles (after it is inclosed by him the said Francis Popham) then he or they shall and will bring or Cause to be brought and upon the said arable Land So tilled as aforesaid One hundred Horse Seams of good Dung or fifteen hogsheads of good well burnt Lime, Or One Thousand horse Seams of Marle in every and Each Acre And shall and will Spread abroad the Same according the best Methods of Good husbandry used in the parish of Upowtrey and shall and will Only Take three Crops of Corne after Such Dressing, Laying down the third crop of lent Corne with a Sufficient Quantity of Clover Trefoy or other grass seeds to be upon in every Acre And further that he the said John Reed his Exec' Adm' and Assignes shall and will from time to time and at all times During the said Terme at his and their Own proper Costs and Charges, Bear Pay Perform and discharge the Church and poor Rates, Tythes Tenths and Adjustments and all personal Offices and p'ish dutyes (Except p'ish Apprentices) which shall be charged Aforesaid, Rated or imposed on the said premises hereby demised or any part thereof or one moiety of What shall be Charged Rated or Imposed on the whole farme called Upottery farme, and Likewise belonging to the said Demised premises or any part thereof in and with All needful and necessary Reparations, and Amendments when and so often as need or occasion shall be require having and taking upon some part of the demised premises sufficient for the Gates Barns and Stiles without making Wast, And new make and Dyke the hedges and Ditches both double and Single Once within the Terme hereby Granted leaving sufficient plashes in the hedges and planting as many Quicksetts in the hedges as shall be wanting at the Time of new making and Dyking such fences for the better Advantage of the future Growth and Improvement of the land And according to the methods of Good husbandry he the said John Reed his exec' Adm' and Assignes takeing to his and their Own life the wood of all such hedges as he shall so dyke and make and not otherwise and at the End of the said Terme the said demised premises and every part thereof being so well and sufficiently Repaired Amended Maintained and kept in to the hands and person of the said Francis Popham his heirs and Assignes shall and will peaceably and Quietly leave and yield up And Moreover That if he the said John Reed his exec' Adm' of Assignes do or shall at any time during the terme Aforesaid Plow, break up or convert to tillage or sow with Corne or Graine any of the Meadow Ground part of the demised premises or any of the pasture Ground which have not been Tilled within Seven years last past, Then he the said John Reed his Exec Admin and Assignes shall and will pay or Cause to be paid unto the said Francis Popham his heirs or Assignes the Sume of five pounds of lawful money of Great Brittain over and above the yearly Rent before herein reserved for every and each Acre, And as often as the same shall be soe plowed and sowed as aforesaid and soe proportionably for a Greater or less quantity than an acre to be paid in the Same Manner as the Rent above reserved AND he the said Francis Popham for himselfe his heirs and Assignes doth Coven't Grant promise and Agree To and with the said John Reed his exec' Adm' and Assignes by those p'suant in manner and forme following (that is to say) That he the said Francis Popham his heirs or Assignes shall and will at his and their own Expences and Charges Enclose and Divide the Riggles and Blanchards Moore and that he the said John Reed his Exec' Adm' and Assignes shall and may hold and Enjoy the Moyety or halfendeale thereof during the Terme hereby Granted subject to the same Coven't as he and they are Obligated to Observe and performe for and in respect of the said farme and Other of the premises before herein demised and shall and will at his and their own proper Costs and Charges During the said Terme Well and sufficiently Repair Uphold Maintain and keep the said farmhouse and all the outhouses thereunto belonging in all needful and necessary Reparacions when and as often as Occasion shall require (Glazing the windows only Excepted) And also that he the said Francis Popham his heirs and Assignes shall and will pay and Discharge or otherwise defalk or allow out of the yearly rent hereby reserved, All such Land Tax and Land Taxes and window Tax which now are or hereafter shall be Taxed

Charged or Imposed in the said demised premises or any part thereof during the said Terme and Excuse and Discharge him the said John Reed his Exec' Adm' and Assignes of and from any p'ish Apprentice that shall be placed on the demised premises during the Terme hereby Granted, AND further that he the said John Reed his exec' Adm' and Assignes shall and may have and Take to his and their Own proper use the Tops and shrouds of the poll and Reed Standing and Growing on the demised premises or any part thereof And also the coppice wood there once within the Terme hereby Granted cutting the same seasonably and in such a proportionable manner yearly that it may be of a sufficient Growth at the Expiration of the Terme to serve the next occupier of the said farmhouse and demised premises, PROVIDED Always that if it shall happen the said yearly rent of ninety Pounds to be behind and in.... the whole by the spare of one and twenty dayes next after any or either of the feastdays of payment aforesaid on which the sune ought to be paid being lawfully demanded and not sufficient distress may or can be found had or taken in or upon the said premises or any part thereof whereby the aforesaid Rent with the arrerages thereof (if any be) may be levied and paid, Or if the aforesaid Joha Reed his exec' or assignes do e or shall at any time during the term hereby granted make doe commit or likewise or promise to be made done committed or suffered in or upon the said cemised premises or any p'te thereof any willfull wast spoyle or destruction whatsoever Or if he the said John Reed his exec' or adm' doe or shall alieu lett sett assign or demise the Said premises or any pte thereof to any person ror psons whatever without the and consent of the said Francis popham his heirs and assignes in writing and his or their hands firsat had and Obtained, that then and from thenceforth for any or either of the causes aforesaid it shall and may be lawfull to and for the sai ffrancis Popham his heirs and Assignes into the said Demised premises or any part thereof in the name of the whole to so enter and the same to have againe repossess and enjoy as in his and their first and former Estate or Estates, any thing herein Contained to the Contrary hereof in any wise notwithstanding, AND it is further covenanted consented and agreed on by and between the said ptyes to those p'sent that it shall ans may be lawfull to and fort the said ffrancis Popham his heirs and assigned to Enter into and upon the winter ffallow at candlemas next before the Expiration of the terme hereby granted or between that time and the lady day following and tgo plow manure and sow the land and to water the Meadows hereby demised and also to shovel and through up all the dung and soyle that shall then inh the yard or Bankside or upon any Other part of the said demised premises without the denyall hindrance or interruption of him the said John Reed his Exec' Adm' or assignes and without paying or allowing any consideration for the same AND that he the said john Reed his exec' adm' and assignes shall and may hold and Enjoy the barnes yard and banksides belonging to the said demised premises until the first day of Nest after the expiration of the terme hereby granted to threhout his corne and to spend his and their hay straw and fodder leaveing all the dung and soyle that shall be made thereby in and upon the same premises for the use of the said ffrancis Popham his heirs and assignes AND LASTLY that he the said John Reed his exec' adm' and assigned (paying the said yearly rent and Observing and performing all and singular the covent'd Conditions and agreem'ts which ar herein before mentioned and reserved on his and their p'tes and behalves to be paid observed and performed) shall and lawfully may peaceably and quietly have hold use or occupy and enjoy the said demised premises and every part thereof with th'..... (except before excepted) for and during the Terme hereby granted without and lawfull lett trouble suite chargeincumbrance disturbance eviction ejection Molestation or denyall of him the said ffrancis Popham his heirs or assignes or of any other pson or psons whatsoever lawfully claiming or to claim any right title or interest thereunto byfrom or under him or any of them, IN WITNESS whereof the ptyes first named have to those p'sent Indentures interchangeably sett their hands and seales the day and year first above written.

The mark of John Reed