

His Indenture



Scale 10 feet to an inch

made the sixth day of October One thousand eight hundred and sixty eight Between Ben Cotton Bartlett Bailiff of the town and Borough of Brading and John Kiddick of Brading aforesaid Baker of the other part ^{Witnesseth} that for and in consideration of the rent hereby reserved and of the covenants and agreements hereinafter contained on the part of the said John Kiddick his executors administrators and assigns to be paid observed and performed They the said Bailiff with the consent of the Jurats and Burgesses of their Borough or town have demised and leased and by these presents do demise and lease unto the said John Kiddick his executors administrators and permitted assigns All that plot of land behind the Malthouse at Brading and near the High Street there with the cottage and cart shed thereon and yard ^{TOGETHER} with a right of way thereto and the land and appurtenances therunto belonging now or late in the occupation of the said John Kiddick and shutt lying and being within the liberty of the said Borough and in Town of Brading and with the boundaries and admeasurements thereof more particularly described by the Plan delineated in the margin hereof (except and always reserved out of this demise unto the said Bailiff and their successors and assigns for the time being all timber and trees and all mines quarries and royalties whatsoever with free liberty of ingress egress and regress for the having taking carrying away and enjoying the same) ^{TO HAVE AND TO HOLD} the said premises hereby demised with the appurtenances unto the said John Kiddick his executors administrators and permitted assigns from the twenty ninth day of September One thousand eight hundred and sixty eight for and during and unto the full end and term of ^{TWENTY NINE YEARS} from thence next ensuing and fully to be completed and ended ^{yielding} ^{paying} for the same yearly and every year during the said term unto the said Bailiff and their successors and assigns the rent or sum of ^{TWO POUNDS TWO SHILLINGS} of lawful British current money by equal half yearly payments on the twenty fifth day of March and the twenty ^{ninth} day of September in every year of the said term free and clear of and from all land tax parliamentary and parochial rates and assessments whatsoever payable for or in respect of the said premises and either already or at any time hereafter to be imposed or chargeable upon the said premises and whether the same or any of them shall be in the nature of or in addition to those now or being or not the first payment of which said rent is to be made on the twenty fifth day of March next ensuing after the date of these presents ^{And} the said John Kiddick doth hereby for himself his heirs executors administrators and assigns covenant and agree with the said Bailiff their successors and assigns in manner following that is to say that he the said John Kiddick his executors administrators or assigns will at all times during the continuance of this demise well and truly pay or cause to be paid unto the said Bailiff their successors or assigns the yearly rent or sum of two pounds two shillings herebefore reserved upon the days herebefore appointed for payment thereof And that he the said John Kiddick his executors administrators or assigns will at all times during the continuance of this demise at his and their own costs pay and discharge all land tax rates taxes assessments dues charges and demands whatsoever payable out of or in respect of the premises hereby demised or intended so to be or in respect of any buildings to be erected thereon ^{And also} shall and will forthwith at his and their cost secure the land at the rear by a satisfactory fence and at the like cost shall and will at all times during the continuance of this demise well and sufficiently repair and keep in repair the said premises and all fences walls buildings and additions whatsoever which are now or which at any time during the said term shall be made thereupon with all necessary reparations whatsoever And will make every wall of every building to be erected thereon of brick or stone and every roof of tile or slate and the premises being so well and sufficiently repaired and kept in repair shall and will at the determination of this demise peaceably leave and quit up to the said Bailiff their successors or assigns and will not sublet demise or assign all or any part of the premises for any period without the written permission of the said Bailiff their successors or assigns And will not permit or suffer any travellers lodging house or any objectionable trade or business or occupation or any nuisance whatever on the premises during the said term And will at his and their own costs insure all buildings in the full value thereof and in the joint names of the said Bailiff their successors or assigns and of the Insurer for the time being in an Office to be approved by the Insurer and will punctually pay all premiums and produce vouchers on request And will at the like cost forthwith substantially and satisfactorily rebuild and reconstitute all premises damaged by fire ^{And further} that it shall be lawful for the said Bailiff their successors and assigns with workmen and others once in every year at a reasonable time on the day time to enter onto and upon the said premises and upon any part thereof to view and examine the condition thereof and if found necessary upon such view and examination to give to the said John Kiddick his executors administrators or assigns or leave at or upon some part of the said premises a notice in writing to repair or amend the same within three calendar months thence next ensuing within which time the said John Kiddick his executors administrators or assigns shall and will make such repairs and amendments as shall be mentioned in such notice according to the true intent and meaning of these presents ^{Provided} ^{always} that if the said rent hereby reserved or any part thereof shall be behind and unpaid for the space of twenty days next after either of the said days herebefore appointed for the payment thereof or if the said John Kiddick his executors administrators or assigns shall neglect or fail to perform or observe any or either of the covenants stipulations or agreements herein contained which on his or their parts are or ought to be performed or observed it shall be lawful for the said Bailiff their successors or assigns to enter into and upon the said premises or any part thereof in the name of the whole and to repossess and enjoy the same as of their former estate anything herein contained to the contrary in anywise notwithstanding but such entry if made shall be without prejudice to any right of action which the said Bailiff their successors or assigns might otherwise have had for any breach of covenant theretofore made ^{And} the said Bailiff do hereby for themselves and their successors and assigns covenant and agree with the said John Kiddick his executors administrators and permitted assigns that he the said John Kiddick his executors administrators and permitted assigns paying the said rent hereby reserved at and upon the days and times aforesaid and observing and performing the several covenants and agreements herebefore contained on his and on the part of the said Bailiff or their successors or assigns or any other person or persons claiming by him or under them ^{In witness} whereof the said Bailiff have said Borough to be affixed and to the other part thereof intended to remain with the said Bailiff the said John Kiddick hath set his hand and seal the day and year first above written off

Grace Wunell

Ben Cotton Bartlett