

His Indenture

Made the Twentieth Day of

April In the Twelfth Year of our Sovereign Lord George the Third

by the Grace of GOD, of Great-Britain, France and Ireland, BETWEEN

John Bryan & John Bryan (or one hundred years)
 of the first Part, and *Gilbert Drake Esq.* of the second Part, and in Consideration of the Rents and Covenants herein after mentioned, which on the Part and Behalf of the Party aforesaid of the second Part, are to be paid, done, observed, performed, fulfilled and kept, HATH Demised, Bargained, Enfeoffed, Set, and to Farm let, and by these Presents, DOTH demise, set, and to farm let, unto the Party aforesaid, of the second part, his Heirs and Assigns; ALL that certain Parcel of Land, lying in *Whitby* County, described as follows, *situate in the manner of Colliery*
In Lot N. 3. Beginning at the North West Corner of Joseph Lee's (Fields) Running thence Twenty Chains North S. the Land Laid to Solomon Leard Decar. thence running East through the Great Lot being about one Hundred and Ten Chains containing Two Hundred and Twenty Acres of Land lying in an oblong square.

TOGETHER with all and singular the Trees, Woods and Underwoods, to be made Use of on the Premises, and no where else, Passages, Water-Courses, (the Erecting any Mill or Mills thereon, and all Mines and Minerals excepted) Profits, Feedings and Appurtenances to the said Farm belonging, or in any wise appertaining. TO HAVE AND TO HOLD the said Farm, Land and Premises herein before demised, (SAVING, RESERVING AND EXCEPTING, as aforesaid) unto the Party aforesaid of the second part, his Executors, Administrators and Assigns, for and during the Term of the Lives of *Gilbert Drake Esq.* and the Life of the longest Liver of them, from the Day before the Date of these Presents, to the proper Use, Benefit and behoof of the Party aforesaid of the second part, his Executors, Administrators or Assigns, YIELDING AND PAYING THEREFORE, during the Continuance of this present Lease, Yearly, and every Year, unto the Party aforesaid, of the first part, his Heirs or Assigns, the Yearly Rent of *four hundred pounds* of good *Wheat* for each Hundred Acres of the Farm hereby demised, and to be proportion for a lesser or greater Quantity thereof, to be delivered and paid by the Party aforesaid of the second part, his Heirs or Assigns, on the first Day of every Month of May, Yearly, *Twenty* with *People of live fat Hens, or such Store-houses or Place to be delivered within* Miles from the above demised Premises, and to such Person, as the Party aforesaid of the first part, his Heirs, Executors, Administrators or Assigns, shall, from time to time at pleasure, appoint or direct, to receive the same; the first Payment to be made at or before the first Day of May, happening next after the Expiration of *60* Year from the Date hereof; which Rent is to be paid without any Deduction or Abatement of or for any Manner of Taxes, Charges, Assessments or Impositions whatsoever, that have been or shall be taxed, charged, assessed or imposed upon the hereby demised Premises, or any part thereof, or upon the Party aforesaid of the second part, his Heirs or Assigns, for or on respect thereof, by any Power or Authority whatsoever. AND ALSO YIELDING, RENDERING and PERFORMING, unto the Party aforesaid of the first part, his Heirs, Executors, Administrators and Assigns, one Day's Work, Yearly, with a Cart, Wagon, Sled, or Plow, and an able Man to drive, with Horses or Oxen, as in such Case is reasonable, and that in such Manner, and at such Time and Place within Miles of the hereby granted Premises, as the Party aforesaid of the first part, his Heirs or Assigns, shall from time to time direct, and in Failure of performing such Day's Work as aforesaid, *Twelve* and paying in Lieu thereof *of the said Premises current Money of this Colony* PROVIDED ALWAYS, That these Presents are upon this Condition, That if the said Yearly Rent of *four hundred pounds* shall be behind and unpaid, or unperformed, in part or in all, by the Space of *Twenty* Days next after any of the Days appointed, or to be appointed, as aforesaid, for rendering, paying or performing the same, as aforesaid, or if the Party aforesaid of the second part, his Heirs or Assigns, shall not take Possession and improve the Farm aforesaid, within *six* Months after the Date hereof, or if the Party aforesaid of the first part, his Heirs or Assigns, shall not take Possession and improve the Farm aforesaid, particularly hereafter expressed, on *his* or their part to be observed, kept and performed; that then, and in any or either of these Cases, these Presents, and the Estate by these Presents demised, or intended to be demised, are to be void, DETERMINE and CEASE; and thereupon it shall and may be lawful to and for the Party of the first part, his Heirs and Assigns, and the Estate by these Presents demised, or intended to be demised, in the Name of the Whole, to RE-ENTER, and the same to Have again, retain, repossess and enjoy, as in *his* or their first and former Estate. AND IT IS FURTHER AGREED, Between the Parties aforesaid, that from time to time, as the said Yearly Rent, or any part thereof, shall be behind and unpaid, in part or in all, by the Space of *Twenty* Days, next after the Days and Times above appointed for the Payment thereof; it shall be lawful to and for the Party aforesaid of the first part, his Heirs or Assigns, or any of them, in the said Farm hereby demised, and into any part thereof, to enter and distrain, and the Distresses then and there found and taken, to lead, drive, chase, take, or carry away, impound, detain, keep or make Use thereof, until the said Rents, and all Arrearages thereof, (if any shall be) unto the Party aforesaid of the first part, his Heirs and Assigns, be fully paid and satisfied: AND ALSO, it is further mutually covenanted, Between the Parties to these Presents, and their Heirs, Executors, Administrators and Assigns, That as often as the said Yearly Rent shall be due as aforesaid, or any part thereof be behind and unpaid, in part or in all, by the Space of *Twenty* Days, as aforesaid, next after the Days and Times above appointed for paying and performing the same; that then and in such Case, it shall be at the Election of the Party aforesaid of the first part, his Heirs, Executors, Administrators or Assigns, in Lieu and Seal of a Re-entry, or Distraiture, as aforesaid, to bring Suit of Action for the Recovery thereof, from the Party aforesaid of the second part, his Heirs, Executors, or Assigns, in a Summary Way, to wit, by Bill, Plaint, or Action of Debt, in due Form of Law, to recover the same, and all Arrearages thereof, with Costs of Suit, until the Party aforesaid of the first part, his Heirs and Assigns, be fully paid and satisfied: AND it is further covenanted, That the Party aforesaid of the first part, his Heirs and Assigns, shall and will, from Year to Year, first offer and give unto the Party aforesaid of the first part, his Heirs and Assigns, the Refusal of buying of all such Grain and Corn as the Party aforesaid of the second part, his Heirs, Executors, Administrators or Assigns, shall have a Mind to dispose of: Provided the Party aforesaid of the first part, his Heirs or Assigns, or some Person for that Purpose, be appointed, and abiding within Miles of the demised Premises. AND also, in Case the Party aforesaid of the second part, his Heirs and Assigns, or any Person for that Purpose, be appointed, and abiding within Miles of the demised Premises, shall have a Mind to dispose of, or if the Party aforesaid of the first part, his Heirs or Assigns, shall not take Possession and improve the Farm, or any part thereof, with the Appurtenances, the Orchards, Fruit-Trees, Nurseries, Dughill, which shall be deemed parcel of the said Farm; that then the Party aforesaid of the second part, his Heirs and Assigns, shall and will first offer and give the Pre-emption or Refusal of buying the same, unto the Party aforesaid of the first part, his Heirs or Assigns, and shall not, nor will not sell or dispose of the same, before Lease first had and obtained under the Hand and Seal of the Party aforesaid of the first part, his Heirs, Executors, Administrators or Assigns: And also, shall and will, from time to time, bring and paying the Tenth part for the Toll of grinding; which Time of grinding shall begin so soon as the Party aforesaid of the first part, his Heirs or Assigns, shall have a Grist-Mill in Repair within *ten* Miles of the said leased Premises. ALSO, That no Dwelling-House shall be erected or built but on a dug Stone-walled Cellar. ALSO, That the Party aforesaid of the second part, his Heirs or Assigns, shall, in the first Year, strew Apple Seed or Pomace, upon a Patch of Land on said Farm, for a Nursery, well prepared for that Purpose, of at least Fifty Foot square, to the Intent that within *six* Years be planted a regular Orchard of *One Hundred* Apple-Trees at least, at *Thirty-six* Foot asunder; and as any of them may happen to die, others in its stead to be replaced, so that the Number of *One Hundred* like Trees at least be compleat planted out, and inclosed within a good Fence for their Safety. ALSO, That the Party aforesaid of the second part, his Heirs or Assigns, shall not, by themselves or procurement, fall any Tree or Trees on the demised Premises, for the Browling of Cattle; or peel any Bark for Tanner's Use, off or from any Tree standing or lying down on the said Farm; or by *his* self or privy, suffer any Wood to be disposed, or burnt into Coal, for Furnace, Forge or Bloomy Use; or shall the Party aforesaid of the second part, his Heirs or Assigns, take in or join any other Person or Persons, in Conjunction, to farm on Shares, or cropping. AND also, That the Party aforesaid of the second part, his Heirs, Executors, Administrators or Assigns, shall, from time to time, hereafter, be subject to all reasonable Orders, as regulating Fences, laying out Paths and Roads, and to amend and repair the same, when necessarily devised by the Party aforesaid of the first part; and Extinguishing Fires when Burning the Woods. AND ALSO, and LASTLY, It is agreed, by the Parties here above mentioned, That during the Continuance of this use, Notwithstanding a Re-Entry should be had and made by the Party aforesaid of the first part, his Heirs or Assigns, on Default made by the Party aforesaid of the second part, his Heirs or Assigns, the Premises here above; that in such Case, a Redemption may be had and obtained by the Party aforesaid of the second part, his Heirs or Assigns, in Manner following, that is to say, if the Party aforesaid of the second part, his Heirs or Assigns, shall well and truly pay, with treble Costs of Suit thereon had; that then and in such Case only, and not otherwise, the Party aforesaid of the second part, his Heirs or Assigns, shall again have, repossess and enjoy the said demised Premises on the said Term and Conditions first agreed, and in the same Manner as if no such Re-Entry had been.

IN WITNESS whereof the Parties to these present Indentures have interchangeably set their Hands and Seals the Day and Year last above-written.

Sealed and Delivered in the Presence of

John Bryan
Robt. Livingston Junr.

Gilbert Drake

