

THIS INDENTURE made the 25th February in the eighth year of the reign of William the third (1697) King of England Scotland France and Ireland in 1695 BETWEEN Arthur Jegon of the city of York merchant of the one part, and Robert Jegon of Wansford in the County of York Esq of the other part.

The Archbishop of York did by this indenture dated 10th September 1695, made between the said most reverend father of the one part and the said Arthur Jegon, grant Arthur Jegon his heir & assignes ALL that parsonage or rectory of Nafferton in the County of York with all that belongs to it and also all tythes of corn & hay wool & lamb etc. Also seven oxgang of land then sown with corn lying within the fields of Nafferton the glebe lands, pastures, meadows etc within the parish or Lordship of Nafferton which has been known reputed or taken as part parcel of the said parsonage or rectory since time ago in the tenure or occupation of Thomas Lubins Gent and more recently Arthur Jegon or his assignes.

Also all the tythes of corn, grain & livestock roaming & growing or that might roam and grow in or upon the lands and tenements called the Lands of Nafferton and also the Reverton & revenues & all manner of rents, duties, demands, services and sums of money whatsoever yearly due & payable to the Archbishop of York or to his successors.

TO HAVE AND TO HOLD the parsonage & rectory of Nafferton with all appurtenances by the said indenture Arthur Jegon his heirs & assignes during the natural lives of the said Arthur Jegon & William St Quintin of the town & County of Kingston upon Hull merchant (son of William St Quintin of Scampston in the County of York Esq) then aged about thirty one years & Robert Crompton of Little Ruston in the County of York Esq then aged about thirty one years & during the natural life of the longest lives of them the yearly rents, reservations, provisos and covenants contained in the Indentures of Lease.

NOW THIS INTENTURE witnesseth that Robert Jegon be protected from all manner of law suit, damages loss & charge that may arise or happen to him by reason of his become bound with the said Arthur Jegon to William Day of the city of York in one bond or obligation. The penalty of four hundred pounds conditioned for the payment of two hundred pounds as detailed in the bond for and in consideration of five shilling paid & receipted to Arthur Jegon by Robert Jegon whereof Arthur Jegon has granted sold assigned & set over unto Robert Jegon (or his executors administrators or assignes) ALL the said parsonage or rectory of Nafferton with the appurtenances & all the said tythes, lands etc mentioned in the original indenture of lease.

TO HAVE AND TO HOLD the said parsonage and rectory of Nafferton & everything else contained in the said original indenture of lease henceforth for the time of Ninety nine years if they, Arthur Jegon, William St Quintin & Robert Crompton or any of them so long live & order the yearly rents reservations provisos clauses & covenants in the original Lease mentioned. AND PROVIDED Arthur Jegon pay or cause to be paid to William Day the sum of two hundred pounds with interest for the bond or obligation above mentioned, and also defend & protect Robert

Jegon from all matters of loss, charge, law suit etc otherwise this Indenture of Assignment & the estate thereby rented and all things therein contained shall be utterly void.

AND the said Arthur Jegon doth for his heirs executors administrators & every of them covenant with the said Robert Jegon that the original lease is a good lease valid in law & no way forfeited surrendered or otherwise determined & that the said Arthur Jegon hath good right and full power and authority to assign the parsonage or rectory of Nafferton

AND also that in case default shall be made of payment of the said sum of two hundred pounds or Robert Jegon his heirs etc, or any the them shall be sued, molested or put to charge because of the bond or obligation contrary to the proviso & covenant, then it shall be lawful for Robert Jegon his heirs etc to enter into and have hold & enjoy the parsonage & rectory of Nafferton & other premises intended to be assigned & to take the rents & profit during the continuance of the term of the three lives before mentioned without the least trouble or disturbance of the said Arthur Jegon his heirs or assigns or of any other of them.

The Indenture of demise of the premises herein before mentioned to be assigned from the said Arthur Jegon to the said Robert Jegon by indentures bearing date the twentieth day of September in the year of our Lord one thousand six hundred ninety five for the term of six years if the said three lives of any of them so long live. And also out lease the tythes of Wandsford heretofore lett to David Baynton & Thomas Baynton for a certain term of years past as yet unexpired under the yearly rent of thirty two pounds thirteen shillings & four pence.

AND that in case default shall be made of payment as aforesaid or that the said Robert Jegon his heirs etc shall be sued molested or put to charge contrary to the proviso & covenant before mentioned that then & from henceforth he, Arthur Jegon his heirs or assigns, forfeit all and any estate or interest in the premises & will at any time during the continuance of the lease (& the estate thereby granted) upon the request of Robert Jegon his executors or administrators make & execute all such further & reasonable acts conveyances and assignments in the Law whatsoever for the better & more absolute conveying & assigning of the premises before mentioned & intended to be assigned to Robert Jegon his executors etc.

And it is hereby mutually covenanted & agreed between the said parties for and on behalf of themselves their heirs executors & administrators etc that if default shall be made of payment or that Robert Jegon his executors etc shall be in anywise sued or indebted by reason of his becoming bound in the said bond & also in case any of the persons in the original lease should happen to drop or die (or that there shall be any other just occasion for renewing the lease) then it shall be lawful for Robert Jegon his executors etc, by the consent & agreement of Arthur Jegon his heirs etc to fill the lives and take a new lease of the premises in the original lease for three lives as they, Robert Jegon & Arthur Jegon their heirs, executors etc shall seem moot & convenient.

And in case the said Arthur Jegon his heirs or assigns shall not consent to renewal of the said lease in the manner before mentioned (but shall neglect or refuse so to do for

space of six months after any of the said lives shall drop) then it shall be lawful for Robert Jegon etc at his will & pleasure to renew the said lease for the lives of three persons as to him (or them) shall seem moot & convenient.

Nevertheless the Equity of Redemption ? the fine for renewal of the Lease shall be paid and allowed out of the rents issues & profits of the premises in the original lease AND further that until default shall be made of payment (or that Robert Jegon his executors etc shall be sued or molested by reason of the bond as aforesaid) it shall be lawful for Arthur Jegon his heirs etc to hold & enjoy the said premises & to take the rents & profits thereof without the trouble or disturbance of Robert Jegon his executors etc & without any account to be given to them or any of them.

AND that during the time Arthur Jegon his heirs etc shall be quitted to enjoy & take the rents of the premises aforesaid, according to the agreement, Arthur Jegon his heirs etc shall & will pay all such rents, reservations, covenant & agreements as in the original lease and save and protect Robert Jegon his executors etc from all law suites loss & damages whatsoever for reason of the non payment of the same.

AND lastly that from & after the time that the sum of two hundred pounds & interest for the same be paid and Robert Jegon thereby effectually secured from any costs damages or molestation by reason of his becoming bound in the said bond, he Robert Jegon his executors etc shall deliver back to Arthur Jegon his heirs etc the original lease or new lease...

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