

THIS IS A LAND LEASE BY A JAMES SCOTT TO THOMAS WOODWARD OF FAIRFAX COUNTY VA.) ON
1 JUNE.....I DO NOT SEE ANY OTHER GENEALOGICAL DATA EXCEPT TO SHOW THAT HE WAS IN
FAIRFAX COUNTY (AS HAS ALWAYS BEEN STATED AND KNOWN.....

ROBERT HILL

342
Scotts
Leased
to
Woodward

This Indenture made the twenty first day of June in the year of our Lord
thousand seven hundred and forty eight Between James Scott of Duttonen parish Prince-
William County and Colony of Virginia Clerk of the one part and Thomas Woodward of Three-
parish Fairfax County and Colony of Virginia aforesaid planter of the other part Witnesseth
that the said James Scott for and in consideration of the troues reservations and Covenants here-
after mentioned reserved and expressed on the part and behalf of the said Thomas Woodward his
heirs and Assigns to be paid done and performed Hath demised granted let and to farm let
and by those presents Doth demise grant let and to farm let to the said Thomas Woodward
one Mesuage plantation Tenement and Tract of Land containing one hundred and eighty eight
Acres being part of a larger Tract belonging to the said James Scott and bounded as followeth
Beginning at a rod Oak in a bottom and extends N 62 W 193 poles thence N 66 E 190 poles
to a rod Oak on a hill side near a branch of Bull Run thence S 60 E 177 poles to another Oak
by a Savannah thence S 32 W 163 poles to the beginning Together with all houses outhouses
Gardens Orchards Woods Underwoods Fields Meadows Pastures Waters Water Courses with
all other profits Commodities and appurtenances thereto belonging all Mines Minerals and
Quarries with the use of them excepted and reserved To have and to hold the said Mesuage
plantation Tenement and Tract of Land of one hundred eighty eight Acres aforesaid
except as before excepted to him the said Thomas Woodward, Tomima his wife and John his
son or the longest liver of them or either of them. Yielding and paying for the first three
years from the date hereof one grain of Indian Corn and at the expiration of those three
of three years yearly and every year during the space and term aforesaid unto the said
James Scott his heirs and Assigns of the growth of the said plantation on the feast of Saint
Julio the Evangelist being the eighteenth day of October the weight and quantity of five
hundred and thirty pounds of good legal and merchant able Tobacco and fash to contain the
same and also the duty route to be conveyed and killed to the next convenient landing at the
proper risk and charge of the said Thomas Woodward his heirs and Assigns yearly and
there delivered to the said James Scott his heirs and Assigns or Order safe and sound and if
shall happen that the said yearly route shall be behind or unpaid for the space of thirty days
after the said eighteenth of October when it ought to be paid yearly as aforesaid being
lawfully demanded and no sufficient distress or distresses in or upon the said premises to be
found whereby the same may be levied that then and from thenceforth it shall and may be
lawful to and for the said James Scott his heirs and Assigns into all and singular the above
demised premises with the appurtenances wholly to re-let and the same to have again
repossess and enjoy as in his and their former right and by the thing herein contained

to the contrary notwithstanding and the said for himself his heirs Executors Administrators and Assigns doth by these presents Covenant promise and agree to and with the said James Scott his heirs and Assigns to plant an Orchard to contain at least one hundred and fifty good winter apple trees on some convenient part of the above demised premises within one year of the date hereof at liberty seven foot distanced at least every way of each other and to keep the same well fenced in from harm of Cattle and other Creatures and as any of the said trees perish or decay to plant others as good in their Room and to keep up that number at least and to build good and convenient houses out houses and to base houses on the said Tenement and to keep them in good Order and repair and at the expiration of the above said Term to leave the said Tenement well fenced the houses and Orchards in good repair the fruit trees well trimmed and fenced in and fit for another Tenant to enter thereon and that no Subtenant shall be taken by the said Thomas Woodward his heirs or Assigns on the said Tenement nor be suffered to live or dwell on any part thereof or to land any part of the Land during the above said Term under the forfeiture and penalty of the said Thomas Woodward his heirs or Assigns then paying to the said James Scott his heirs or Assigns the sum of five hundred and thirty pounds of good and legal Tunnage yearly during such Subtenants above the room over and above the yearly Rent above mentioned and that no Assignments Transfers or Conveyances whatsoever of this Lease or any part thereof shall be made during the above mentioned Term by the said Thomas Woodward his heirs or Assigns or by any other person whatsoever in their name and behalf to any other person or persons whatsoever without the special Consent and assent of the said James Scott his heirs and Assigns had thereto in writing under hand and Seal or also the said Assignments transferred and conveyed and this Lease also to be void and of none Effect and that no Sale Waste or Spoil shall be had made or suffered or done during the said Term on the woods or underwoods of the said Tenement by the said Thomas Woodward his heirs or Assigns or by any other person or persons whatsoever with their will consent or knowledge but he and they or either of them shall hinder stop and withstand the same to the best of their power nor shall any Trees fit for Carpenters or Coopers Timber nor for Nails be cut down and suffered to perish or Rot but be made use of for the benefit of the Tenement. In Witness whereof both parties have hereunto interchangeably set their hands and Seals the day and year above written.

Signed sealed and delivered in presence of
 Hugh West
 James Whonloy
 Richd Simpson

James Scott

R a Court held for Fairfax County June the 21st 1748.

James Scott Clerk acknowledged this Lease for Lives to Thomas Woodward to be his Act and was admitted to the same
 Test: John Graham Clerk

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