



**THIS** indenture made the Twentieth fourth day of June in the third year of the Reigne of our Sovereigne Lord George the firste of Great Britaine France and Ireland King Defender of the Faith of Anno Domini 1718 **Between** William Drake Esq. Thomas Charwood gent Francis Pratt, Phillip Mitchell and John Good of the County of Devon in the County of Devon of the one part and Margaret Bastyan late wife of George Bastyan of Ottery St Mary in the County aforesaid all as aforesaid of the other part **Witnesseth** That they the said William Drake Thomas Charwood Francis Pratt Phillip Mitchell and John Good by and with the generall assent and consent of the Twenty men of the parish of Cuyton aforesaid for and in consideration of a Surrender of a lease of the present Estate of the said Margaret Bastyan of and in the premises hereafter in these presents mentioned to be demised, and of the yearly Rent, services, tithes and other duties hereafter in and by these presents referred to and Demise of the said Margaret Bastyan her Executors Administrators and Assignes unto the said Margaret Bastyan her Executors Administrators and Assignes **ALL** that Tenement or Dwellinghouse and one Messuage lately converted into three Tenements or Dwellinghouses and the curtilage, Backside, and Herb garden to the same belonging Situate lying and being in Mill Street in the Town of Ottery St Mary aforesaid heretofore in the possession of George Bastyan deceased, but now in the possession of the said Margaret Bastyan her Assignes or Assignes, Undertenant or Under tenants, (Except and always reserved out of the said Demise unto the said Margaret Bastyan her Assignes or Assignes, Undertenant or Under tenants, all Timber Trees and other Trees now growing or to grow in and upon the premises, with free liberty to them have and take the same during the Term hereby granted **to have and to hold** all and singular the said Demised premises with the appurtenances (Except before Excepted) unto the said Margaret Bastyan her Executors Administrators and Assignes from the day of the Date hereof for and during the full Term and Term of Twenty years and Nineteen years thence next ensuing and fully to be enjoyed, enjoyed and ended If Walter Bastyan and Diana Bastyan his Daughter and Walter Bastyan Jun. Son of Walter Bastyan brother of the said George Bastyan abovesaid, or any or either of them shall happen so long to Live **yeilding** and paying the said yearly and every year during the Term unto the said Margaret Bastyan her Assignes the sum of Eleven Shillings of good and Lawfull money of Great Britaine at the four most usuall feasts or Terms in the year (That is to say) at the feasts of Michaelmas the Annunciate the Birth of our Lord God the Annunciation of the blessed Virgin Mary and St John the Baptist by Ten and Equal portions **And** also yeilding and paying unto the said Margaret Bastyan her Assignes upon the four said feasts of the said Walter Bastyan and Diana Bastyan and Walter Bastyan Jun. and upon the death of every of them And likewise yeilding and paying unto the said Margaret Bastyan her Assignes upon the death of every other person or persons who shall happen to die Tenant or Tenant in the possession of the said premises the sum of Eleven Shillings Lawfull money of Great Britaine for and in the name of an Heriot or Heriot, **and** the said Margaret Bastyan doth for her self her Executors Administrators and Assignes Covenant Promise Grant and agree to and with the said Margaret Bastyan her Assignes or Assignes and to and with every of them by these presents in manner and form following (That is to say) That she the said Margaret Bastyan her Executors Administrators and Assignes shall and will at her and their own proper cost and charges well and sufficiently Repair Sustain and Maintain uphold and Amend all and singular the said Demised dwellinghouse and messuage with the appurtenances during the said Term as well in Walling Timbering and covering as in all other needfull and necessary Repairments whatsoever, when and as often as need shall require And the same premises and every part and part thereof shall be kept in good and sufficient repair and amended in the end of the said Term shall and will peaceably and quietly leave and give up unto the said Margaret Bastyan her Assignes or Assignes, **And** if the said yearly Rent of Eleven Shillings or any part thereof shall be behind and unpaid in part or in all by the Space of Fifteen days next after any of the said feasts or days of payment whereon the same ought to be paid being Lawfully demanded and then not paid and no sufficient distress in and upon the said premises can or may be found to satisfy the same, with the arrears and the cost if any happen to be **Or** if the said Margaret Bastyan her Executors Administrators or Assignes shall do any Act matter or thing, that may be prejudicial to the Estate of Inheritance of the said Margaret Bastyan her Assignes or Assignes **Or** shall suffer the same premises or any part thereof to be ruined and in decay to the value of Ten Shillings or above and shall not Repair and Amend the same within Six months next after the day or the day given by the said Margaret Bastyan her Assignes or Assignes or their Bailiff or Bailiffs for the same being (But if the decay or ruine thereof shall happen to be by misfortune or accident of fire then to have **None** next after for the new building and repairing thereof) That then it shall and may be Lawfull for the said Margaret Bastyan her Assignes or Assignes for all any or either of the parties aforesaid into the said Demised premises to Reenter and the same premises and every part and part thereof to have againe, possess and enjoy as it was and their former Estate any thing therein contained to the contrary notwithstanding **And** the said William Drake Thomas Charwood Francis Pratt Phillip Mitchell and John Good doth one of them for himself and for his own heirs, Executors and Assignes and every of them shall and Lawfully may peaceably and quietly have hold and enjoy all and singular the said Demised premises with the appurtenances from henceforth during the said Term of Twenty nine years determinable as aforesaid, by and under the Rent Heriots, Excheques, Covenants and other duties aforesaid without any manner of Lawfull Lett, Suit, Trouble Interruption or Deniall of the said Margaret Bastyan her Assignes or Assignes or any or either of them Respectively. **In witness** whereof the parties to these presents their hands and Seals Interchangably have set given the day and year first abovesaid.

Wit: [ ] Drake [ ] Charwood [ ] Pratt Phillip: [ ] Mitchell John [ ] Good



Sealed and Delivered By  
William Drake Esq  
in the presence of us  
Joseph Collier  
James Ford

Sealed and Delivered By  
Thomas Marwood Gent  
in presence of us  
Tho Rowdage  
James Ford

Sealed & Delivered By  
Francis Pratt  
in presence of us  
Francis Pratt  
James Ford

Sealed & Delivered By  
Philip Murrell  
in the presence of us  
Rebekah Nichell  
James Ford

Sealed and Delivered By  
John Road  
in the presence of us  
Richard Stokes  
James Ford



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James Ford Esq  
1702

Date of Dec 1718

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James Ford Esq  
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