



Condition

made the thirteenth day of July in the Tenth year of the Reign of our Sovereign Lord George by the grace of God of Great Brittain France and Ireland King Defender of the Faith or Anno Domini 1724 **Between** William Drake Esq. Thomas Marwood Gent. Francis Pratt Philip Allinall and John Reed of Knoles Common Hoofeods in Trust for the parish Lands of Colyton in the County of Devon of the one part. And Mary Cartor of Ottery St Mary in the County aforesaid Widow of the other part **Witnesseth** that the said William Drake Thomas Marwood Francis Pratt Philip Allinall and John Reed By and with the honorall consent and Appointm^t of the Twenty Men of the said parish of Colyton for the time being chosen and elected for Aid and Assistants in the said Trust and for and in consideration of a Surrender of a Lease of the said Estate of the said Mary Cartor of and in the premises hereafter in these presents mentioned and Likens of the Sum of Twenty five pound of good and Lawfull Money of Great Brittain unto them the said Hoofeods or one of them in hand paid by the said Mary Cartor at and before the Enbaling and Delivery here of the Receipt and payment whereof the said Hoofeods doe hereby own and take on themselves and every one of them doth Barquitt Release and Discharge the said Mary Cartor her Executors and Administrators and every of them by these presents **DAVE** Demised granted and to Farm Letten and by these presents they the said Hoofeods doe Demise Grant to Farm Letten unto the said Mary Cartor her Executors Administrators and Assignes **ALL** that one Close or parts of Land containing by Estimation One Acre (be it more or less) and is situate lying and being near Toppitt foot or Trumpitt And also two acres of Land with their Appurtenances lying by Sandstone at Gorrerwill And all that one other Close or parts of Land called or known by the Name of the ¹⁰²⁰¹ **Close** situate lying and being above Gosford Bridge And all within Demised premises are Situate lying and being in the parish of Ottery St Mary aforesaid And late in the use or occupation of Robert Cartor Deceased the late husband of the said Mary But now are in the possession of the said Hoofeods their Tenants or Assignes Together with all paths ways waters water courses easements and Commodities whatsoever unto the said Hoofeods and Demised premises belonging or in any wise appertaining Except and always Reserved out of this present Demise and Grant unto the said Hoofeods their Heires and Assignes **ALL** the Simlar Trees and Young Trees likely to grow and Ryzes at all times during the Term hereby granted for the weeding and Surveying of the same Demised **TO HAVE AND TO HOLD** all and singular the said Close and parts of Land and Demised premises with their and every of their Appurtenances (Except before Excepted) unto the said Mary Cartor her Executors Administrators and Assignes from hence forth for and during the full Term and Term of four score and Nineteen years now next ensuing and fully to be computed expired and ended If the said Mary Cartor Richard Mountstophen of Ottery and William Whicker of Ottery St Mary aforesaid or any or either of them shall so long happen to Live **YIELDING** and paying therefor yearly and every year during the said Term unto the said Hoofeods their Heires or Assignes the Rent of Shewtsons fillings and one penny of Lawfull money of Great Brittain at the lowest most usuall Hoofeods in the year (that is to say) St Michael the Archangell the Birth of our Lord God the Annunciation of the Blessed Virgin Mary and St John Baptist by Even and Equall portions And also Yielding and paying unto the said Hoofeods their Heires or Assignes upon the death of the said Mary Cartor Richard Mountstophen and William Whicker and of either and each of them the Sum of Shewtsons fillings and one penny Lawfull money of Great Brittain for and in the name of an Heriot or Harlowe Provided always and it is hereby agreed by and between the said Parties that no Heriot or Sum of money in Law thereof shall be paid or demanded on the deathes of the said Richard Mountstophen and William Whicker or either of them Living the said Mary Cartor Nor on the death of the said William Whicker Living the said Mary Cartor and Richard Mountstophen or either of them **AND** the said Mary Cartor for her self her Executors Administrators and Assignes and for every of them Doth Covenant promise and Grant to and with the said Hoofeods their Heires and Assignes and every of them by these presents that she the said Mary Cartor her Executors Administrators Assignes and every of them shall and will from time to time and at all times hereafter at her and their own proper costs and charges well and sufficientlly Repaire and Maintain the said Close and Demised in Hedging Dyking and Fencing and in all other needfull and necessary Reparations whatsoever when and as often as need shall require during the said Term and the same Demised in all things well and sufficientlly repaired and Amended in the End of the said Term shall and will leave yield up unto the said Hoofeods or the Survivors of them his or their Heires or Assignes **AND** If it shall happen that the said yearly Rent of Shewtsons fillings and one penny be not paid and unpaid in part or in all by the space of thre score dayes next after any of the said Hoofeods or Times of paym^t whereon the same ought to be paid being Lawfully Demanded and not paid and not sufficient distress on or upon the Demised or any part thereof in the mean time can or may be had for the Levying of the same Rent so behind and unpaid with the Arrearages thereof if any happen to be **OR** If the said Mary Cartor her Executors Administrators or Assignes or any of them shall willingly do or suffer to be done any act or acts thing or things whatsoever which shall or may be Judiciall to the Estate of Inheritance of the said Hoofeods their Heires or Assignes of the said Demised premises **OR** If the said Mary Cartor her Executors Administrators or Assignes or any of them shall do or commit or willingly suffer to be done or committed any manner of voluntary waste in and upon the Demised or any part thereof at any time during the said Term to the value of Twenty Shillings or above and shall not sufficientlly Repair the same in thre months next after notice given by the said Hoofeods their Heires or Assignes or by their Bayliff or Bayliffes for the time being that then from thence forth for all any or either of the causes aforesaid It shall and may be Lawfull to and for the said Hoofeods their Heires and Assignes and every of them into the Demised or any part thereof to Enter and the same and every part thereof to have againe and Retaine as in their former Estate these presents or any thing therein contained to the contrary Notwithstanding **AND** the said William Drake Thomas Marwood Francis Pratt Philip Allinall and John Reed Doe for themselves severally and each one for himself and for his own Heires Executors Administrators and Assignes only and not jointly Covenant promise and Grant to and with the said Mary Cartor her Executors Administrators and Assignes and to and with every of them by these presents that she the said Mary Cartor her Executors Administrators and Assignes and every of them by and under the Rent covenants Reparations and agreements aforesaid shall and Lawfully may peaceably and Quietly have hold possess and enjoy all and singular the said Demised premises and every part and parts thereof with their and every their Appurtenances Except before Excepted during the Term and Estate hereby granted without any the Lawfull Suit Trouble Molestation Eviction or Deniall of or by the said Hoofeods their Heires or Assignes or any or either of them their or either of their Heires or Assignes or of or by any other person or persons whatsoever Lawfully claiming or wheremay be claimed the Demised by from or under them any or either of them Respectively **In witness** whereof the parties above named to these presents Indentured their hands and Seals Interchangeably have Set the day and year first above written:

Mary Carter

Signed Sealed & Delivered
In the presence of us,
John : Good
James Ford

Ottery
Mary Carter her lease
Dat^e 30. July 1724

Testis

In witness

10/14