

15<sup>th</sup> Dec<sup>r</sup> 1785.

Feoffees of Colyton  
to  
Mr Wm Baker - } Counterpart of Lease of Premises in  
Peters St Mary for 14 Years from a  
Lady day next -

Yearly Rent 10L

10/17

J. Aphirid

# His Indenture

made the 17<sup>th</sup> day of October in the twentieth year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain, France and Ireland King Defender of the Faith and so forth and  
 in the year of our Lord one thousand seven hundred and eightiesix **Between** His right Honourable the George George Baronet John Simpson Esquire Attorney General for the Crown and Sir George George Barker  
 Knight Bachelor the surviving Justice of Peace for the Parish of Colyton in the County of Devon of the one part and William Parker of Ottery St. Mary in the said County Taylor of the other part **Witnesseth** that the said Sir George George at  
 his house at Colyton in the said County of Devon did with the advice and consent of the Major part of the Townsmen and Freeholders of the said Parish for the Parish of Colyton assented and also for and in Consideration  
 of the yearly rents covenants conditions tenures and agreements hereinafter contained mentioned and contained which on the part and behalf of the said William Parker his Executors and Administrators are and ought to be paid done and performed as  
**Have** demised set and to have left and to have left unto the said William Parker **To** those Closes or Parcels of Land or Estates called Smithfieldes Scop Libb's Land and Closse  
 side containing by Estimation six acres or there more or less situate lying and being within the Parish of Ottery St. Mary aforesaid and now in the Possession of the said William Parker to whom the same shall always remain out of this present Demise  
 unto the said Heffees their Heirs Successors and Assignees all and every summe of Timber and other Woods growing upon such Closse as shall be likely to become trees of what nature or kind soever now standing growing or being excludeth while or may stand grow or be  
 cut upon the said Demised Premises or any part thereof with liberty for the said Heffees their Heirs Successors or Assignees and to and for their benefit or benefit for the time being at all times during the said Term to come unto and upon the said Premises or any  
 part thereof at all reasonable and convenient times to fell cut downe tree and work up the said Closse and to take and carry away the same with horses carts and carriages at their wiles and pleasure And also liberty of Hawking Hunting his hounds and the  
 shooting at and upon the said Premises at all times during the term aforesaid mentioned **To have and To Hold** and similar the said Premises hereby granted with its appurtenances (Except before Excepted) unto the said William Parker  
 his Executors and Administrators from the twenty fifth day of March last for and during the same time and term of twelve years to have to be kept and used **Yielding and Paying** therefor yearly and every year during the said Term hereby granted  
 unto the said Heffees their Heirs Successors or Assignees and for the yearly rent whereof the sum of Ten Pounds of good and lawfull money of Great Britain in four of the most usual Geat or Quins of payment in the year that is to say Newmorn Christmas  
 and Ladyday the first Payment therof to begin and be made on Newmorn day last And if it shall happen that the said yearly rent above reserved or any part thereof shall be behind and unpaid in part or in the whole by the space of ten days next after any  
 or either of the said Days or times wherein the same shalbe or of right ought to be paid as aforesaid being lawfully demanded and then not paid or in case the said William Parker his Executors and Administrators shall let set or Assign the said Premises unto any Person  
 or Persons whatsoever during the said Term without the consent in writing made of the said Heffees their Successors or Assignees That then and from thence forth they shall and may be lawfull to and for the said Heffees and the Successors or  
 Assignees of them or their Successors or Assignees unto and upon the said Demised Premises or any part thereof in the name of the whole to enter and the same to possess and enjoy in their own Right and  
**And** the said William Parker with his Executors and Administrators Covenants and agrees to and with the said Heffees their Successors or  
 Assignees and with every of them by these presents in manner following that is to say that he the said William Parker his Executors and Administrators or some or one of them shall and will yearly and every year during the said Term hereby granted  
 demand well and truly paye and cause to be paid unto the said Heffees their Heirs Successors or Assignees the said yearly rent above reserved at the Day and times and in manner and form hereinbefore mentioned and appointed for the payment thereof and  
 according to the intent and meaning of these Presents And also shall and will bring into and upon each and every acre of the said Demised Premises and in proportion to every part of an acre thereof which he or they shall in  
 plow break up or convert into tilage during the said Term either ten Hectares of good well burnt stone Agne or one hundred and fifty acres of good well rotten dung and shall and will in the same with Hatches of Earth and the  
 bring in manure and spread abroad the same ympe and dung on the same Premises so to be plowed in a good husbandlike manner within six month next before he or they shall sue the same to law And shall have and take in respect of  
 such ploughing two bushels of Corn or grain and no more the first wherof is to be wheat and the other to be barley or oats and shall and will with every acre of such ploughed Crop of Corn or grain as shall be so sown to barley or oats during the said Term and  
 in proportion to every part of an acre thereof two bushels of barley or oats and six bushels of Corn and Pease seeds or a proportionable quantity of other good drye seeds according to the value of good Husbandry And also shall and will permit  
 and suffer the said Heffees their Successors or Assignees and their Factors Workmen or Servants to enter and after the twenty fifth day of October next before the end of the said Term to come into and upon all the wheat and pease  
 fields of the said Demised Premises to plow break up and prepare the same for sowing and their own benefit and advantage And also shall and will at any time during the said Term set ashpit or have or cause to be set up a hedge or hedges of the said  
 Demised Premises or trees of what nature or kind soever now growing or to grow on the said Demised Premises or any part thereof but may plant and set up the said Hedge or hedges now or the said Premises as have been usually set up and set and shall  
 not nor will cut downe or take any of the hedge wood or other wood on set or left any of the said Hedge trees which shall be growing or to grow on the said Demised premises or any part thereof less than seven years growth and then proportionately one  
 year with another and no otherwise but when he the said William Parker shall now and make the Hedges wherein the same shall be cut in a good husbandlike manner with double and single setting as they now are or usually have been made to  
 Penalty of Ten Shillings for every yard of hedge which shall not be so now made and set as aforesaid And also shall and will keep all the hedge ditchs and gaves of the said Demised Premises in good repair during the said Term and leave and give the same  
 as in the like fashion at the end thereof unto the said Heffees their Heirs Successors or Assignees And also shall and will carry away or cause to be carried away from out of the said Heffees Demised Premises or from any part thereof any straw stubbin hay  
 dung soil comass, fother and manure which shall grow arise or become thereon during the said Term but shall and will pay for and upon the said Premises or leave the same there  
 at the end of the said Term for the use and benefit of the said Heffees their Heirs Successors or Assignees And also shall and will pay for and discharge all the great and small Officers and persons apprentices and all the servitors wherewith  
 the said Premises shall or may be charged or chargeable during the said Term **And** the said Heffees for them selves severally apart and each one for himself and for his own Heirs Executors and Administrators only and not jointly the Covenant Premise and  
 agree to and with the said William Parker his Executors and Administrators following (that is to say) that they the said Heffees their Heirs Successors or Assignees shall and will during the said Term at their own proper charge repair up and mend  
 maintain all the gates posts staves of the said Demised Premises repairing the said Term and also shall and will pay for and discharge all debts and charges whatsoever the said Premises shall or may be charged or liable to during the said Term And also shall and will the said William Parker his Executors and Administrators make and pay the said rent in manner as the same is herein before reserved and made payable and reserving performing fulfilling  
 and keeping all and singular the covenants clauses and agreements hereinafore contained with ouer their parts and behalfe are and ought to be observed performed fulfilled and kept according to the true intent and meaning of these Presents  
 shall and lawfully may lawfully and quietly have hold occupie and enjoy and singular the said Premises hereby granted for and during the said Term hereby granted without the lawfull lets and trouble occasioned by denial or  
 Interruption of or by the said Heffees their Heirs Successors or Assignees or by any other person or persons whatsoever lawfully claiming or to claim by from or under them or by or through their Servitors or Procurators **In Witness** to  
 whereof the Parties above named to these presents their hands and seals have affixed to the day and year first above written.

W<sup>m</sup> Parker

S. 18

Sealed and Delivered  
In the presence of ...

J. W. Palmer  
J. A. Dan Shad