

The Feoffees of Colyton

to

Mr. William Baker

Copyred

Counterpart of

Lease of Premises in Allergy

M. Mary from Lady Day

next

Yearly Rent £12

Dated 6 July 1600

10/18

This Indenture

made the sixth Day of February in the Year of our Lord one Thousand and eight Hundred Between The Right Honourable Sir George Young Knight and Baronet, Philip Mitchell Yeoman The Right Honourable John Lord Rolle, Baron Rolle of Stevenstone in the County of Devon John Sampson Esquire Richard Hothsall Sheriff Clerk Richard Popple Barnard Surgeon Clement Quaker Samuel Palmer Gentlemen surviving Feoffees In Trust for the Parish Lands of Colyton in the County of Devon of the one part and William Baker of the other part

That they the said Sir George Young, Philip Mitchell, John Lord Rolle, John Sampson, Richard Hothsall Sheriff Clerk, Richard Popple Barnard, Clement Quaker and Samuel Palmer in Consideration of the yearly Rent and of the Covenants Conditions and Agreements hereinafter contained on the part and Behalf of the said William Baker his Executors and Administrators Do and each and every of them Doth Demise Lease and to Firm Let unto the said William Baker his Exors and Admsrs These Acres or Parts of Land or Pasture called Smithfields, Scarps, Gibbs's Landscape and Clapps Hill containing by Estimation eight Acres (be the same more or less) situate lying and being in the Parish of Ottery Saint Mary aforesaid and now in the Occupation of the said William Baker as Tenant thereof Except and always reserved out of this present Demise unto the said Feoffees their Heirs Successors and Assigns All manner of Timber and other Trees all young Trees and Saplings of what Nature or kind soever now standing growing or being or which shall hereafter stand grow or be on the said Demised Premises or any part thereof with full Power for the said Feoffees their Heirs Successors or Assigns and their Bailiffs for the time being at all times during the said Term to come into and upon the said Premises or any part thereof at all reasonable and convenient times to fell cut open root and work up the said Excepted Trees and take and carry away the same at their wills and Pleasure To have and to hold all and singular the Premises hereby demised with its Appurtenances (Except before excepted) unto the said William Baker his Executors and Administrators from the twenty fifth Day of March next for and during the full Term and Term of fourteen Years fully to be compleat and ended Beginning and Taryne therefore yearly and every Year during the said Term hereby demised unto the said Feoffees their Heirs Successors and Assigns as and for the yearly Rent thereof the Sum of twelve Pounds of good and lawful Money of Great Britain on the four most usual Feasts or Days of Payment in the Year (that is to say) Midsummer Michaelmas Christmas and Lady Day the first Payment thereof to begin and be made on Midsummer Day next ensuing the Date hereof -hid the said William Baker doth hereby for himself his Exors and Admsrs covenant promise and agree to and with the said Feoffees their Heirs Successors and Assigns and to and with every of them by these Presents in manner following (that is to say) that he the said William Baker his Exors or Admsrs shall and will yearly and every Year during the said Term well and truly pay or cause to be paid unto the said Feoffees their Heirs Successors or Assigns the yearly Rent above reserved on the Days and Times and in a manner and form aforesaid according to the Tenor and Meaning of these Presents -hid also shall and will bring into and upon each and every Acre of the said Demised Premises and so in a proportion to every part of an Acre thereof which he or they shall plough break up or convert to Tillage within six Months next before the Selling thereof either ten Hogsheads of good well burnt Stone Lime or one Hundred and fifty Seams of good rotten Dung and shall and will mix the same with five heads of Earth and manage and spread abroad the same thereon in a good husband like manner and may have and take advantage of such (Deeping two Crops of Bar or Oats and no more the first whereof is to be Wheat and the other Barley or Oats and shall and will with every Acre of such second Crop which shall be sown the Barley or Oats and ten Cords of Clover Grass Seed and six Pecks of Oats and five Pecks of Beans or a proportionable Quantity of other good Grass Seed according to the Rules of good Husbandry -hid also shall and will permit and suffer the said Feoffees their Heirs Successors or Assigns and their factual Servants Bailiffs Agents or Workmen from and after the twenty fifth Day of October next before the end of the said Term to come into and upon all the Croftes of the said Demised Premises (not then to young Grass) to plough break up and prepare the same for sowing and their own Use and Benefit -hid also shall not nor will at any time during the said Term top lop or pare any Maiden Tree or Trees of what Nature or kind soever now growing or to grow on the said Demised Premises or any part thereof but may top and lop such of the Pollard Trees as have been usually topped and lopped and shall not nor will cut have or take any of the Hedge Wood or other Wood under seven Years Growth and then proportionally one Year with another and at no other time but when the said William Baker shall new make and dyke the Hedges whereon the same shall be cut in a good husband like manner with double and single Dyking as the new ones usually have been under the Penalty of ten Shillings for every Rope of Hedge that shall not be so new made and dyked as aforesaid -hid also shall and will keep all the Hedges Ditches and Fences Gates Bars and such of the said Demised Premises in good Repair during the said Term and so have and yield up the same in the like Repair at the end thereof unto the said Feoffees their Heirs Successors or Assigns -hid also shall and will use and expend on the said Premises or on some part thereof all the Hay Straw Dung Compost and Soil that shall grow arise or be made thereon or on any part thereof during the said Term or bring into and upon the same Premises forty Seams of good rotten Dung for every Acre of Hay and thirty Seams of good rotten Dung for every Acre of Straw or other Manure that shall be carried off the said Premises and consumed elsewhere and spread abroad the same thereon in a good husband like manner under the Penalty of one Shilling for every Seam of Dung that shall not be so brought and spread abroad thereon as aforesaid -hid also shall and will pay bear and discharge the Land Tax Church and Poor Rates the Great and Small Tithes and all other Duties and charges whatsoever which with the said Premises shall or may be charged or chargeable during the said Term -hid also shall not nor will let set assign or otherwise dispose of the said Premises or any part thereof during the said Term unto any Person or Persons whomsoever without the special Licence and Consent in Writing of the said Feoffees their Heirs Successors or Assigns for that Cause first had and obtained Provided also and these Presents are upon this Condition that if the said yearly Rent above reserved on any part thereof shall be behind and unpaid by the Space of fourteen Days next after either of the said Feasts or Days when the same ought to be paid being lawfully demanded and then not paid and no sufficient Distress may upon the said Premises can or may be found whereby to levy the same with the Acre as thereof (if any) or if the said William Baker his Exors or Admsrs do not well and truly observe perform fulfill and keep all and singular the Covenants Conditions and Agreements hereinbefore contained to be by him observed performed fulfill and kept -hid then and in such case for either of the Causes aforesaid it shall and may be lawful to and for the said Feoffees their Heirs Successors or Assigns into and upon the said Premises and every part thereof to re-enter and the same to have again re-possessed enjoy as in his or their first and former Estate any Thing herein contained to the contrary notwithstanding -hid the said Feoffees do hereby severally and separately and not jointly one for the other covenant promise and agree to and with the said William Baker his Exors and Admsrs in manner following (that is to say) that it shall and may be lawful to and for the said William Baker his Exors and Admsrs by and under Payment of the said Rent and Performance of all and singular the Covenants Conditions and Agreements hereinbefore contained to be by him and them observed performed fulfill and kept peaceably and quietly to have hold use occupy possess and enjoy all and singular the said Premises hereby demised without the Let Suit Trouble Hindrance or Delay of them the said Feoffees their Heirs Successors or Assigns or of any other Person or Persons whomsoever Provided also and these Presents are upon this Condition that if the said Feoffees their Heirs Successors or Assigns or the said William Baker his Exors or Admsrs shall be willing and desirous that the said Term of fourteen Years shall cease and determine at the end of the first seven Years thereof that then and in such case the said Feoffees their Heirs Successors or Assigns or Bailiff for the time being at the said William Baker his Exors or Admsrs of either of them giving the other twelve Months Notice in Writing of such his or their Intention the said Term of fourteen Years shall cease and determine at the end of the first seven Years thereof accordingly In Witness whereof the Parties above named to these Presents their Hands and Seals have hereunto set the Day and Year first above written

Sealed and Delivered (being first duly stamped) in the Presence of John Innes

Wm Baker