

# This Indenture

made the twenty ninth Day of April in the Year of our Lord one thousand eight hundred and twelve **Between** The Right Honorable Sir George Yonge The Right Honorable John Lord Mille John Sampson Esquire Richard Hothersall Kallitt Esq Richard Nossiter Burdard Surgeon Clement Drake and Samuel Palmer gentlemen surviving Feoffees of the Parish Lands of Colyton in the County of Devon of the one Part and Charles Norrington of Ottery Saint Mary in the said County of Devon Whitebread Baker of the other Part **Witnesseth**

that the said Sir George Yonge Lord Mille John Sampson Richard Hothersall Kallitt Richard Nossiter Burdard Clement Drake and Samuel Palmer for and in Consideration of the Yearly Rent and of the Covenants and Agreements herein after reserved and contained which on the Part and Behalf of the said Charles Norrington his Executors and Administrators are or ought to be paid observed and performed **Have** and each and every of them **Do** Demised and Leased and by these Presents **Do** and each and every of them **Do** Demise and Lease unto the said Charles Norrington his Executors and Administrators **All** that Parcel of Ground called Gibbs Landscove containing upwards of three Acres situate in the Parish of Ottery Saint Mary in the County of Devon late in the Possession of Sir Richard Toller together with all Ways Paths Passages Waters Watercourses Enclosures Profits Commodities Advantages and Appurtenances whatsoever to the said Premises belonging or in any wise appertaining **Except** and always reserved out of this present Demise and Lease unto the said Feoffees their Heirs Successors and Assigns **All** and **All** manner of Timber Trees Young Imps and Saplings of what Nature or kind soever standing growing or being or which shall hereafter stand grow or be on the said demised Premises or any Part thereof with full Liberty to and for the said Feoffees their Heirs Successors and Assigns and their Bailiff or Bailiffs for the time being at all Times during the Term to enter into and upon the said Premises and every Part thereof to fell cut down root up work and carry away the said Excepted Trees such Manner as they shall think proper **To have and to hold** the said Premises hereby demised and leased with the Appurtenances from the twenty fifth Day of March last for and during and unto the full end and Term of seven Years thence next ensuing and fully to be complete and ended **Meising and Paving** therefore Yearly and every Year during the said Term unto the said Feoffees their Heirs Successors and Assigns the Yearly Rent or Sum of fifteen Pounds of good and lawful Money of the United Kingdom of Great Britain and Ireland by four Quarterly Payments at four of the 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 at Midsummer Day next ensuing the Date hereof **And** the said Charles Norrington doth hereby for himself his Executors and Administrators covenant promise and agree to and with the said Feoffees their Heirs Successors in manner following that is to say that he the said Charles Norrington his Executors and Administrators shall do 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 and Assigns the said Yearly Rent above reserved at the Times and in manner and form aforesaid according to the purport true Intent and Meaning of these Presents **And** the said Charles Norrington his Executors and Administrators may have and take a Breaking Crop in the first or second Year of the said Term and at no other Time and shall and will as soon as can be after such breaking Crop he had and taken being into and upon each and every Acre and so in proportion to every Part of an Acre of the said Premises that shall be so ploughed broken up or converted to Tillage and within six Months next after the Tilling thereof either twelve Hogsheads of good well burnt stone Lime or one hundred and twenty Seams of good rotten Dung and shall mix the same with Forchards of Earth and manure and spread abroad the same thereon in a good husbandlike Manner and may have and take in respect of such Dressing two Crops of Corn or Grain and no more the first whereof to be Wheat and the other Barley or Oats and shall and will with every Acre of such second Crop that shall be so sown to Barley or Oats sow eight pounds of good clover seed and two bushels of clover or Trefoil Grass seeds according to the Rules of good Husbandry and shall not break up or prepare the said Premises for Tillage at any Time afterwards during the said Term under the Penalty of ten pounds an Acre or so in proportion to every Part of an Acre of the said Premises the first Payment thereof to begin and be made at the next quarter day after the same shall be so ploughed broken up or converted to Tillage **And** the said Charles Norrington shall not top lop cut or pare any Maidsen Tree or Trees on the said Premises at any Time during the said Term nor top the Pollards Trees nor cut any Hedge or other Wood under seven Years growth and at no other Time but when the Hedges when the same Wood shall be cut to new made and double dyed in a good husbandlike Manner under the Penalty of five shillings for every Rop of Hedge that shall not be so new made and dyed in a good husbandlike Manner **And** the said Charles Norrington shall keep the Gate of the said Premises in good repair during the said Term or have another staked gate of the same height and of equal goodness with the Present at the End of the said Term **And** the said Charles Norrington shall bring into and upon each and every Acre and so in proportion to every Part of an Acre of the said Premises as often as the same shall be mowed forty seams of good rotten stall or stable Dung under the Penalty of one shilling and six Pence that shall not be so brought in and spread on the said Premises in a good husbandlike Manner **And** the said Charles Norrington shall pay the Land tax Church and Poor Rates whereon the said Premises shall or may be charged or chargeable at any Time during the said Term **And** the said Charles Norrington shall not set let assign or otherwise dispose of the said Premises or any Part thereof at any Time during the said Term without the Licence or Consent of the said Feoffees their Heirs Successors or Assigns **Provided** always and these Presents are upon this Condition that if the said yearly Rent above reserved or any Part thereof shall be behind and unpaid by the space of twenty Days next after either of the said Feasts or Days when the same ought to be paid as aforesaid being lawfully demanded and then not paid and no sufficient Distress in or upon the said Premises can or may be found whereby to levy the same with the arrears of any **Or** if the said Charles Norrington should at any time during the said Term become a Bankrupt or otherwise insolvent **Or** shall not well and truly pay observe perform fulfil and keep all and singular the Covenants and Agreements herein before contained **Then** and from thenceforth for all any or either of the Causes aforesaid it shall and may be lawful for the said Feoffees their Heirs Successors or Assigns and every or any of them into the said demised Premises or any Part thereof in the Name of the whole to enter the same and every Part thereof to have again repairs and enjoy as in their first and former Estate any thing herein before contained to the contrary notwithstanding **And** the said Feoffees for themselves separately and not jointly one for the other and for their Successors and Assigns covenant promise and agree to and with the said Charles Norrington his Executors and Administrators in manner following that is to say that by and under Payment of the said Rent and Observance herein before contained it shall and may be lawful to and for the said Charles Norrington his Executors and Administrators from time to time and at all times during the Term hereby demised peaceably and quietly to enter into and upon and to have hold use occupy possess and enjoy all and singular the said Premises hereby demised with the Appurtenances without any let Suit Trouble Hindrance or Denial of them the said Feoffees their Heirs Successors or Assigns or of any other Person or Persons whatsoever claiming under them **In Witness** whereof the said Parties to these Presents their Hands and Sealshere set the Day and Year first above written

*Roll*  
*Sampson*  
*R. Kallitt*  
*Samuel Palmer*  
*Chas Norrington*

Sealed and delivered by the  
within named Samuel Palmer  
and Charles Norrington in the  
presence of  
S. Palmer

Sealed and delivered by the within named  
Lord Rolle John Sampson Richard  
Hobbes all Hallet in the presence of  
George Major

1812  
7 years  
1819

Dated 29<sup>th</sup> Day of April 1812

The Feoffees of Colyton

To

Mr Charles Norrington

LEASE of Landscore

Part of Colyton Poor Lands  
in Ottery Saint Mary

Yearly Rent £45.0.0

Executed

10/21