

# This Indenture

made the Twenty fifth - day of August - in the year of our Lord One thousand eight hundred and thirteen Between The Right Honourable John Lord Rolle, John Sampson Esquire Richard Fotherall Hallett Clerk, Richard Nossiter Bernard Sugan Clement Drake and Samuel Palmer Gentlemen and John Cawley of the same place Farmer and John Hallett of Ottery Saint Mary in the County of Devon landowner of the one part and John Hallett of Ottery Saint Mary in the County of Devon landowner of the other part witnesses that they the said John Lord Rolle John Sampson Richard Fotherall Hallett Richard Nossiter Bernard Sugan Clement Drake and Samuel Palmer do hereby demise and lease unto the said John Hallett

and his heirs and assigns all and all manner of Tenements and other Free Tenements and premises of what nature or kind soever now or hereafter standing growing or being on the said demise premises or any part thereof with liberty to and for the said John Hallett his heirs successors and assigns and their Bailiffs and Servants for the time being to enter into and upon the said demise premises or any part thereof to fell cut down root up work and carry away the said demise premises and to cart and carry away the same with Horses Carts and Carriages at their Mills and pleasure to have and to hold the said demise premises he and his heirs successors and assigns unto the said John Hallett his heirs successors and assigns from the twenty fifth day of August next for and during and unto the full End and Term of seven Years from thence next ensuing and fully to be compleat and ended **giving and paying** the said John Hallett his heirs successors and assigns the yearly Rent or Sum of Eleven Pounds of good and lawful Money of Great Britain by four equal Quarterly Payments to be made in purs of the most usual Customs 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 John Hallett his heirs successors and assigns do hereby themselves their heirs successors and assigns in manner following (that is to say) that they the said John Hallett his heirs successors and assigns shall and will yearly and every year during the said Term well and truly pay or cause to be paid unto the said John Hallett his heirs successors or assigns the said yearly Rent above reserved at the Days and Times and in manner and Form aforesaid according to the purport true intent and meaning of these presents **and also** shall bring into and upon each and every Acre and so in proportion to every part of an Acre of the said demise premises that shall be so ploughed and within six Months next before the sowing thereof either fifteen Hogheads of good well burnt stone Lime or One hundred and twenty foms of good rotten stall or stable Dung and manure and spread abroad the same thereon in a good husbandlike manner and may have and take in respect of such Dussing Two Crops of corn or Grain and no more the first to be Wheat and the other Rye or Oats and shall sow with each Acre of such second Crop and so in proportion to every part of an Acre thereof Eight Bunches of Clover and Two Ficks of Ever or Turf or Grass seeds according to the Rules of good husbandry and shall not break up the same within Two Years next after such second Crop nor at any time without first bringing in and upon and spreading abroad on the said demise premises the like quantity of Dussing and taking such crops of corn or Grain and no more as is before mentioned nor shall the said John Hallett take more than two Crops of Wheat during the said Term and shall permit the said John Hallett or their future Servants to enter in such of the said Closes as shall be in Grass or was in the preceding Year to be sown and not then to Grass seeds sown thereon on the Twenty fifth day of December next before the End of the Term to plough break up and prepare the same for corn or Grain or to do therewith as they shall think proper without making any satisfaction for the same. **But if** the said John Hallett shall be desirous to plant the said Close or any part thereof to Potatoes he has Liberty so to do provided an additional quantity of Manure such as six Hogheads of Lime or Sixty foms of Dung be brought into and upon each and every Acre thereof over and above the Dussing before mentioned **and** shall not top lop or pare any Marden Tree or Trees growing or to grow on the said demise premises at any Time during the Term nor cut have or take any Stage or other Wood growing or to grow on the said demise premises but once during the said Term nor at any Time without first making staking and fencing the Stages where such Wood shall be cut in a good husbandlike manner under the penalty of five shillings for every Rope of Hedge that shall not be so made staked staked and fenced, and shall keep in good repair the Hedges Gates Posts Rows & Slits of and belonging to the said demise premises during the said Term and so leave the same at the End thereof **and also** shall bring into and upon each and every Acre and so in proportion to every part of an Acre thereof (over and above the Dussing hereinbefore mentioned) that shall be till'd or mow'd and the Straw or Hay carried off and consumed elsewhere twenty foms of good rotten stall or stable Dung and spread abroad the same thereon in a good husbandlike manner or shall forfeit and pay the Sum of One Shilling and six pence in lieu of every such foms of Dung that shall not be so brought in and consumed on the said demise premises in manner as aforesaid **and also** shall pay and discharge the said tax Church and Poor Rates whereunto the said demise premises shall be charged or chargeable during the said Term as the same is now or have of late been rated **also** shall not nor will let, sell assign or otherwise dispose of the possession of the said demise premises at any Time during the Term without the consent in writing of the said John Hallett his heirs 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 or unpaid by the space of fourteen Days next after either of the said Days on which the same ought to be paid and no Distress can be found whereby to levy the same with the arrears (if any) and costs and charges attending the same **or if** the said John Hallett his heirs or assigns 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 fulfilled and kept **then** and in such case for either of the causes aforesaid it shall and may be lawful to and for the said John Hallett his heirs successors or assigns unto and upon the said demise premises to reenter and the same to have again repossess and enjoy as in and under their just and former Estate any thing herein contained to the contrary notwithstanding **and** the said John Hallett his heirs successors and assigns do hereby covenant separately and not jointly one for the other to and with the said John Hallett his heirs successors and assigns in manner following (that is to say) that it shall and may be lawful to and for the said John Hallett his heirs successors and assigns by and under payment of the said yearly Rent and Performance of all and singular the Covenants conditions and agreements hereinbefore contained to be by him and them observed performed fulfilled and kept peaceably and quietly to have hold use occupy possess and enjoy all and singular the said demise premises hereby demise without the lawful let just Title and assistance or Demise of them the said John Hallett his heirs successors or any other person or persons whatsoever **In witness** whereof the said Parties to these Presents their Hands and seals have set the Day and Year first above written



Sealed and delivered by the above named Samuel Palmer John Hallett and John Cawley in the presence of Eliza Palmer

John Hallett  
The Mark of John Cawley



25<sup>th</sup> August 1813

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Expired

The Feoffees of Colyton

to

Mr John Hallett -

&

Mr John Crowley -

Lease of a close  
called Clapso Hill  
in the Parish of S<sup>t</sup> Marys  
for seven years from  
Ladyday 1814.

Yearly Rent £ 11

10/23