

~~The Feoffees of Colyton Lease of Smiths Field~~

~~to~~

~~Mr John Cawley~~

~~c~~

~~Mr John Hallett~~

~~in Holy Trinity Mary for  
7 years from Lady day~~

~~1814~~

~~Yearly Rent £ 8..10..0~~

~~Expired~~

~~10/24~~

# This Indenture

made the twenty fifth day of August in the year of our Lord one thousand eight hundred and thirteen **Actmen** His Right Honorable John Lord Rolle, John Sampson Esquire Richard Hother-sall Hallett Clerk Richard Nossiter Burnard Surgeon Clement Drake and Samuel Palmer gentlemen surviving Feoffees of the Parish Lands of the Parish of Colyton in the County of Devon of the one part and John Lawley, Farmer and John Hallett Cordwainer of Ottery Saint Mary in the said County of the other part **Witnesseth** that they the said John Lord Rolle John Sampson Richard Hother-sall Hallett Richard Nossiter Burnard Clement Drake and Samuel Palmer

for and in consideration of the yearly Rent and of the covenants and agreements herein, after mentioned which on the part and behalf of the said John Lawley and John Hallett their Executors and assigns are or ought to be observed performed fulfilled and kept **have** and each and every of them **Doth** Demise and Lease unto the said John Lawley and John Hallett **And** that Close or parcels of Ground called Smiths Field containing about one Acre situate at St. Philips foot within the said Parish of Ottery Saint Mary now in the Occupation of William Colles as Tenant thereof to the said Feoffees, except and always reserved out of this present Demise unto the said Feoffees their Heirs Successors and assigns all and all manner of Timber and other Trees young Imps and Saplings of what Nature or kind soever now or hereafter standing growing or being on the said Demised Premises or any part thereof with Liberty to and for the said Feoffees their Heirs Successors and assigns Bailiff or Bailiffs for the time being to enter into and upon the said Premises or any part thereof to fell cut down root up work and carry away the said excepted Trees and to Cart and carry the same with Horses Carts and Carriages at their wiles and pleasure **To have and To hold** the said premises hereby Demised with

the appurtenances unto the said John Lawley and John Hallett their Executors and Administrators from the twenty fifth day of March 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 **yielding and paying** therefore yearly and every year during the said Term unto the said Feoffees their Heirs Successors or assigns for and in respect of the said premises the Rent or Sum of five Pounds and ten Shillings of good and lawful Money of the United Kingdom of Great Britain and Ireland by four equal quarterly payments to be made on 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 John Lawley and John Hallett do hereby for themselves their Executors and Administrators covenant promise and agree to and with the said Feoffees their Heirs Successors or assigns in manner following that is to say that they the said John Lawley and John Hallett their Executors or Administrators or some or one of them 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 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 the said Close and so in proportion to every part thereof that shall be ploughed or broken up and within six months next before the telling thereof either fifteen Hogsheads of good well burnt Stone Lime or one hundred and twenty Seams of good rotten Stall or Stable Dung and manage 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 to be Wheat and the other Barley or Oats and shall sow with such second Crop eight pounds of Clover and two pecks of Pea or Lupin 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 premises the like quantity of Dressing and taking thereafter such crops of Corn or Grain and no more as is before mentioned nor shall the said John Lawley and John Hallett their Executors or Administrators take more than two crops of Wheat during the said Term and shall permit and suffer the said Feoffees or their future Tenant <sup>or Tenant</sup> to enter on the said Close if not then to Grass or fit to be laid up for Grass and to plough break up and prepare the same Close 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 Lawley and John Hallett their Executors or assigns shall be desirous to plant the said Close or any part thereof to potatoes they have Liberty so to do provided an additional quantity of Manure such as

sixty Seams of Dung or six Hogsheads of Lime be brought into and upon the said Close and spread abroad thereon in a good husbandlike manner over and above the Dressing before mentioned **And** **also** shall not top lop or pare any maiden Tree or Trees growing or to grow on the said premises at any time during the said Term nor cut have or take any Hedge or other wood growing or to grow on the said premises but once during the said Term nor at any time without dyking new making stretching and fencing the Hedges 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 new made dyked stretched and fenced and shall keep in good repair the Hedges Gates Posts bars and Stiles of and belonging to the said Premises during the said Term and so leave the same at the end thereof **And also** shall bring into and upon the said Close when and as often as the same shall be tilled or mowed and the Straw or Hay carried off and consumed also where over and above the Dressing before mentioned Twenty Seams of good rotten Stall or Stable Dung and spread abroad the same thereon in a good husbandlike manner or shall forfeit and pay to the said Feoffees their Heirs Successors or assigns the Sum of one Shilling and six pence in lieu of every such Seam of Dung that shall not be so brought in and consumed on the said premises in manner aforesaid **And also** shall pay and discharge the said Poor Church and poor Rates wherewith the said premises shall or may be charged or chargeable during the said Term in the same proportion as the same is now or have of late been Rated **And** shall not nor will let Assign sell or otherwise dispose of the possession of the said premises at any time during the said Term without the consent in writing of the said Feoffees their Heirs or Successors first had and obtained

**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 sufficient distress can or may be found whereby to levy the same with the Arrears thereof if any and costs and charges attending the same **Or** if the said John Lawley and John Hallett their Executors or assigns do not well and truly observe perform fulfill and keep all and singular the covenants conditions and agreements herein before contained to be by them performed **Then** that the said Feoffees their Heirs or Successors or assigns shall and lawfully may enter and upon the said premises and on every part thereof to be entered and thereupon to have again possession and enjoy as in their first and former or better any thing herein contained to the contrary notwithstanding **And** the said Feoffees do hereby severally separately and jointly one for the other covenant to and with the said John Lawley and John Hallett their Executors and assigns that by and under payment of the said Rent and performance of all and singular the covenants conditions and agreements herein before contained to be by them observed performed and kept so peaceably and quietly to have and use occupy possess and enjoy the said Premises hereby Demised without the lawful suit from the hindrance or denial of the said Feoffees their Heirs or Successors or any or either of them

**In witness** whereof the parties above named 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 Lawley and John Hallett in the presence of

George Doornik

Samuel Palmer

John Lawley

John Hallett