

His Underfife



made the sixteenth Day of October in the Year one thousand eight hundred and Twenty three Between The Right Honourable John Lord Colle Richard Popeler
 Bevinand Sirgeon Clement Drake and Sir Samuell Palmer Gentlemen Feoffees in Trust of the Parish Lands of Colton in the County of Devon of the one part and Thomas
 Sheppard of Ottery Saint Mary in the said County Grocer of the other part witnesseth that the said Feoffees by and with the Consent and Consent of the
 Servitors of the twenty Men of the Parish Juramce of Colton aforesaid and in Consideration of and under and subject to the performance of the Covenants and Agreements
 of the said Thomas Sheppard, and the payment of the Rent and Observance of the Exceptions Recoueralls and provisoes hereinafter respectively mentioned have and each and
 every of them hath demised and to Farm let unto the said Thomas Sheppard his Executors and Administrators All that Messuage or
 Dwellinghouse with the garden thereunto belonging situate and being in the Town and parish of Ottery Saint Mary aforesaid lately in the Occupation of William Harris Joiner and now of the said Thomas Sheppard as Tenants
 to the said Feoffees with their Appurtenances (excepting and always reserving out of this Demise unto the said Feoffees their Heirs Successors and Assigns all Trees Saplings Standes Mines Quarries Minerals Loyalties casual
 profits and Franchises now being or which shall be happen or be found respectively in or upon the said premises and full and free Liberty for them or any or either of them and their or any or either of their Agents Servants
 and attendants of Ingred. Eges and Reges into from upon and over the said Premises every or any part thereof to view the State and Condition of and repair and amend the same and to cut down work up search for
 take carry away and enjoy respectively such said excepted Trees Saplings Standes Mines Quarries Minerals Loyalties casual profits and Franchises respectively and for all other lawful purposes at their free Wills
 and pleasure To have and to hold the said Messuage or Dwellinghouse and garden with their Appurtenances (except as before excepted) unto the said Thomas Sheppard his Executors and Administrators from the
 twenty fifth Day of March last past for and during the full Term of seven years from thenceforth next ensuing (subject to the proviso hereinafter mentioned relating to Exceptions by Fire) Hielding and paying therefor
 during the Continuance of the said Term unto the said Feoffees their Heirs Successors and Assigns the Rent or sum of Fifteen Pounds of lawful Money current in great Britain in four equal
 portions on the twenty fourth Day of June the twenty ninth Day of September the twenty fifth Day of December and the twenty fifth Day of March in every year during the Continuance of the said Term two first of such
 portions to be paid on the Execution of these presents and the last of such portions with all former Diversars thereof (if any) to be paid forty days previously to the Expiration or other sooner Determination of the said Term
 And the said Thomas Sheppard for himself his Heirs Executors and Administrators and for every of them doth covenant promise and agree to and with the said Feoffees their Heirs Successors and Assigns by these presents
 in Manner following (that is to say) that he the said Thomas Sheppard his Heirs Executors or Administrators shall and will pay or cause to be paid unto the said Feoffees their Heirs Successors or Assigns the said Rent or
 sum of Fifteen Pounds on the several Days and Times and in Manner hereinbefore mentioned (subject as lastly aforesaid) And also shall and will when and as often as need shall be and
 occasion require during the Continuance of the said Term repair and keep in good repair Order and Condition the premises hereby demised and every part thereof (except the Outside Walls Roofs Doors Floors and Door
 and Window Frames belonging thereto) and the same (except as lastly aforesaid) in such repair Order and Condition leave and yield up at the Expiration or other sooner Determination of the said Term together with the full
 and peaceable possession of the said premises unto the said Feoffees their Heirs Successors and Assigns (subject to the proviso as lastly aforesaid) And also shall and will pay bear and discharge all and all manner
 of Rates Assessments Burdens Impositions and Outgoings and execute all parochial offices and take and provide for all Apprentices with which the premises aforesaid or the said Feoffees their Heirs Successors or
 Assigns or the said Thomas Sheppard his Executors or Administrators or any or either of them in respect thereof now are or is or shall or may during the Continuance of the said Term be rated charged aforesaid burdened subject
 or liable And also that in case the said Feoffees their Heirs Successors or Assigns should not at any Time or Times be satisfied that the several Covenants and Agreements herein mentioned on the part of the said
 Thomas Sheppard his Heirs Executors and Administrators have been duly done observed and performed in Manner as herein expressed then the proof and proof as to the same having been so done shall be on him
 the said Thomas Sheppard his Heirs Executors and Administrators whenever thereto required and in Default of his or their producing such proof or performing such of the aforesaid Covenants and Agreements
 as may appear to be unperformed and unobserved to the Satisfaction of the said Feoffees their Heirs Successors and Assigns after reasonable Notice having been given for that purpose they or any or either of them may be at liberty
 to have the work Matter or Thing to which such Covenants and Agreements so unperformed and unobserved may relate done by any other Person or Persons and that the said Thomas Sheppard his Heirs Executors or
 Administrators =: =: shall and will pay the Expenses which shall or may attend the doing such lastly mentioned Work Matter or Thing and that the amount of such Expenses shall be deemed as an additional Rent
 and recovered and recoverable in like Manner as the said Rent hereinbefore received And also that the said Thomas Sheppard his Heirs Executors or Administrators shall not nor will set underlet or otherwise part
 with the possession of the said premises or any part thereof without the Licence and Consent of the said Feoffees their Heirs Successors or Assigns in writing under their hands first obtained And shall not nor will do
 or commit or suffer to be done or committed any wilful waste Spoil ruin or Destruction to or on the said premises or any part thereof Provided always and these presents are upon these express Conditions that if
 it shall happen the said Rent or sum hereby reserved or the amount of the Expenses hereby agreed to be paid as an additional Rent as aforesaid or any part thereof respectively shall be behind and unpaid by the Space
 of fourteen Days next after any or either of the said Days or Times wherein the same ought to be paid (being lawfully demanded) and no sufficient Distress or Distreses in or upon the said premises or any part thereof
 can or may be found and taken whereby to satisfy the same Rent or rents with the Overlays thereof (if any) or if the said Thomas Sheppard his Heirs Executors or Administrators do not and shall not well and truly observe
 perform fulfil and keep all such and every the Covenants Exceptions and Agreements hereinbefore mentioned and contained on his and their part and parts to be observed performed fulfilled and kept according to the
 true intent and Meaning hereof or if these presents or the premises hereby demised or any part thereof should be underlet or assigned or become Assignable or liable to be assigned by reason of any Insolvency
 Bankruptcy judgment or any other Act or Meroe in the Law or otherwise however or if the said Thomas Sheppard his Heirs Executors or Administrators or any or either of them should become insolvent or take the Benefit
 of any Act of Parliament for the relief of insolvent Debtors or should suffer any Judgment or Execution to be awarded against him or them or any or either of them then and in any or either of the said Cases the said Feoffees
 their Heirs Successors and Assigns or any or either of them shall be at liberty absolutely to determine and make void these presents and the Term hereinbefore mentioned and into and upon the said premises or any part
 thereof in the Name of the whole to re-enter and the same to have again repossess and enjoy as in their or any or either of their first and former Estates any Thing hereinbefore contained to the contrary notwithstanding
 And the said Feoffees for themselves and their Successors and Assigns do and each and every of them doth hereby covenant promise and agree to and with the said Thomas Sheppard his Executors and Administrators that they
 the said Feoffees their Successors or Assigns or some or one of them under and subject to the proviso hereinafter contained shall and will during the Continuance of the said Term keep the Outside Walls Roofs Floors Doors and
 Door and Window Frames belonging to the hereby demised premises in tenable repair on reasonable Notice and warning being given of the said Outside Walls Roofs Floors Doors and Window Frames wanting
 to be repaired Provided always and it is hereby declared and agreed on by and between the said parties hereto that in Case the whole of the Messuage or Dwellinghouse hereby demised should at any Time or Times during
 the Continuance of the said Term be destroyed by Fire then the said Rent of Fifteen Pounds shall cease to be paid or payable from the Time or Times the same premises should be wholly destroyed and
 shall not begin to be again paid and payable until the same premises shall be rebuilt and that in Case any part or parts only of the said Messuage or Dwellinghouse should at any Time or Times during the
 Continuance of the said Term be destroyed by Fire and the other part thereof should not be wholly rendered uninhabitable then a fair and due proportion only of the lastly mentioned Rent according to the Value of
 the said part or parts of the said premises which should be so destroyed shall cease to be paid and payable from the Time or Times such part or parts of the said premises should be so destroyed
 and shall not begin to be again paid and payable until such lastly mentioned part or parts shall
 be rebuilt if the said Feoffees their Heirs Successors or Assigns should think proper in either of the lastly mentioned Cases so to rebuild as aforesaid and that such proportion of the said Rent as aforesaid (should
 not the parties hereto agree on the same) shall be ascertained and determined by two persons one to be chosen by each of the said parties and if such persons should not agree then by such third person whom
 they shall choose as arbiter between them and in Case the said Feoffees their Heirs Successors or Assigns should not think proper so to rebuild as aforesaid then the whole of the lastly mentioned Rent shall
 from thenceforth cease to be paid and payable and the Term hereby demised shall also cease and be determined In witness whereof the said parties have hereunto set their hands and seals the Day and year
 first above written

Signed sealed and delivered by the above
 named Thomas Sheppard in the presence of
 Thomas Daws Major
 of Colston Schoolmaster.

John Drake

Thomas Sheppard

Thomas Sheppard

Signed sealed and delivered by the within named Clement
Drake in the presence of

John Ox Clerk to Mr. Drake

The Feoffees of Colyton

to

Thomas Sheppard

Ottery

Expired

Dated 1823 for 7 years

Expired
1830

Lease.

10/25