

1647

his indenture made

The Twelveth Day of October in the Thirtie & Twentieth Year of the Reigne of our Sovereign Lord Charles by the grace of God of England Scotland France & Ireland King Defender of the faith &c. **Be it remembered** that Walter Younge of Colyton in the County of Devon Esq. and John Zede of Colyton about said yeoman freeholders of the p^{re} said County of Devon of thow p^{re} And John Olapp of Newton in the County of Devon aforesaid Husbandman of thow p^{re} **Witnesseth** that the said Walter Younge & John Zede for and in consideration of the sum of Twenty new p^{re} of lawfull mowdy of England unto them the said Walter Younge & John Zede before thow p^{re} a delivery hereof well and truly tendered & paid the receipt whereof they do hereby acknowledge **have** demised & granted and to farm letten and by the presents do demise & grant a to farm let into the said John Olapp his exors^{es} and assigns all that tenement or dwelling house and the Curtilage bynnis and Garden therunto adjoininge with their appurtenances & containinge by estimation a quarter of a burrough acre of Land be it more or lesse situate lying & being w^{ch} in the p^{re} a burrough of Newton aforesaid in the County of Devon be thow p^{re} other Land of the said Walter Younge & John Zede late in the tenure of our Nephew Slave Detraied in the East of Watkyls then on the South end Land sometime of S^r George Smith Knight Detraied on the west and the Kings highway then on the North and was late in the tenure of Lawrence Brown Detraied **except** and alwayes reserved out of this present demise and Grant unto the said Walter Younge & John Zede their exors^{es} & assigns free libertie of Wyresse Wyresse & Wyresse at any towment fine & fines into w^{ch} and from the premises for the recovery & satisfaction of the same and every p^{re} & p^{re} thereof **to have and to hold** all the said tenement or dwelling house Curtilage & Garden with their appurtenances &c. except before excepted unto the said John Olapp his exors^{es} and assigns from the day of the date hereof unto the end & terme and for and during the full time & terme of years & quarters years fully to be compleate and ended if the said John Olapp George & John his exors^{es} or then or any one of them shall happen so longe to live **yeelding** and payinge therefor yearly during the said terme unto the said Walter Younge and John Zede their exors^{es} or assigns the yearly rent of Twelve shillings of lawfull mowdy of England at the most usual rate in the year (that is to say) at the feast of the birth of o^r Lord Christ the annuntiation of the blessed Virgin Mary S^{an}cti John the baptist and S^{an}ct Michael the Archangel by even and equal portions **and also** yeelding and payinge unto the said Walter Younge & John Zede their exors^{es} or assigns after the death alienation Surrender forfeiture or other lawfull determination of the state and Subst^{ance} of the said John Olapp and of every his exors^{es} and assigns or assigns of and in the premises being tenant or tenants in possession thereof by vertue of these presents the sum of Thre shillings and four pence of lawfull mowdy of England in the name of a Rent or heriots and also shall doo suits to all the Courts of Surrough of the said Walter Younge and John Zede their exors^{es} or assigns which shall be holden within the p^{re} of Colyton aforesaid upon reasonable warning given **and the said** John Olapp for himselfe his exors^{es} & administrators doth & doo shal promise & agree to and with the said Walter Younge and John Zede their exors^{es} or assigns by these presents that by the said John Olapp his exors^{es} administrators and assigns and every of them being tenant or tenants in possession of the premises by force hoodors shall and will at his and their own Costs and Charges well and sufficiently repaire uphold sustaine & maintain all and singular the demised premises and every p^{re} & p^{re} thereof as well in Stone walls, Chimneys & Coverings as in Windows, Doores, and Stairs and in all other woodfull and necessary reparations when and as often as w^{ch} shall require during the said terme and the said premises and every p^{re} thereof so well and sufficiently upholden sustained & maintained in all things aforesaid in shew of the said terme shall and will lease and yeeld up unto the said Walter Younge & John Zede or their Exors^{es} or assigns of them their exors^{es} or assigns And also that the said John Olapp his exors^{es} administrators and assigns or any of them shall not wilfully commit or do nor consent to be committed or done any waste spoils or destruction in or upon the premises or any p^{re} thereof **and if** it happen the said yearly rent of Twelve shillings to be behind and unpaid in p^{re} or in all by the space of one quarter of a year next after any of the foresaid feasts in which it ought to be paid being lawfully demanded and then not paid and no sufficient distress in or upon the premises in the meane time taken or may be found for the payment of the same rent so being behind w^{ch} the arrears thereof if any shall happen to be And also of sure profits as by force hereof shall grow due or payable **or if** the said John Olapp his exors^{es} or assigns or any of them shall commit or do or suffer to be done or committed any debt or debts thing or things whatsover which shall or may tend to the prejudice hurt or disturbance of the said Walter Younge & John Zede their exors^{es} or assigns of the said premises or any p^{re} thereof **or if** the said John Olapp his exors^{es} administrators or assigns or any of them shall commit or do or consent to be committed or done any voluntary waste or spoils in or upon the premises or any part thereof to the value of fower shillings or upwards and shall not make double satisfaction for the same unto the said Walter Younge & John Zede their exors^{es} or assigns within forty dayes next after notice thereof given **or if** the said John Olapp his exors^{es} administrators and assigns or any of them do or shall commit or suffer the premises or any p^{re} thereof to be removed or in delay to the value of Twenty shillings or upwards and shall not sufficiently repaire and amend the same within one halfe year next after warning thereof to him then or one of them which shall be then tenant to the premises given or to be given by the said Walter Younge and John Zede their exors^{es} or assigns or one of them **or if** the said John Olapp his exors^{es} administrators or assigns or one of them shall assign or sell over the said premises or any p^{re} thereof to any p^{re}son or p^{re}sons whatsoever to the said John and George Olapp or one of them or any other the Child & Children of the said John Olapp or to them or any of them or to or for the use of any woman that shall be the wife of the said John Olapp without the consent of the said Walter Younge & John Zede their exors^{es} or assigns that then this present demise and Grant to be void any thing hoodors touching to the contrary in any wise notwithstanding **and** the said Walter Younge & John Zede and their exors^{es} all the foresaid premises before in these presents mentioned to be hereby demised and every p^{re} & p^{re} thereof with their appurtenances (except before excepted) unto the said John Olapp his exors^{es} and assigns in manner & forme aforesaid and under the rent & heriots & agreement above reserved & expressed aswell against the heirs & exors^{es} of the said John Olapp as against the said Walter Younge & John Zede their exors^{es} or assigns shall and will warrant unto & defend by these presents during the said terme **provided** always that these presents nor any thing hoodors touching to the contrary shall extend or be defended to bind or charge the said Walter Younge & John Zede or their heirs nor any of them with any further or other grant or warranty from any party of them him selfe and his own heirs and all & every p^{re}son & p^{re}sons claiming under him and not otherwise **In witness** whereof the said Walter Younge & John Zede have hereunto set their hands and seals in lawfully given forth & caused the day & years first above written.

W. Younge

Sealed Signed and Delivered
in the presence of us viz
Edmond Saunders

Kinged Salter

John King
1665

Robert the 20th 1665 then
this lease was Surrendered
and a new lease granted
to George Pirie of Honiton
Honiton

11/10