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# his Indenture

made the eleventh day of June in the third year of the reign of our Sovereign Lord & Lady William & Mary by the grace of God of England Scotland France & Ireland King & Queen Defend: of the faith & **Between** Edmond Walcott Junr Esq William Drake Thomas Sampson Thomas Marwood gent Francis Pratt Francis Bagwell Junr Hodges Farrant Ellen Elbott Richard Newton Junr Phillip Munnell Junr John Reed ~~and others~~ who are affected of the said Lands of Colyton in the County of Devon of the one side & George Springs of Honyton in the County of Devon aforesaid by the one side **witneseth** that the said affected by & with the consent & assent of the twenty men of the said parish of Colyton for & in consideration of a surrender of all the interest & estate of him the said George Springs of & in the tenement so thapponed hereafter named for & in consideration of the sum of four score & a pound of lawfull money of England unto the affected before named by the said George Springs before thensalinge & delivorie hereof in hand well and truly contented & paid, wherwith the said affected doe acknowledge the receipt by these presents **have** demised leased granted & to farms letten & by these presents doe demise lease grant & to farms lett unto the said George Springs all that tenement or dwellings house and the courtlage dykes & gardens therunto adjoyninge in thier appointed contayninge by estimation a quarter of a Burrowe of Land be it more or lesse situate lying & beinge within the parish & paroch of Honyton aforesaid Betweene other Lands of the said George Springs late in the tenure of one Humphrey Slade deceased in the East & now in the tenure of Edam Clarke a barke lane there on the south, the Lande some tyme of Sir George Smyth deceased on the West & the Kings High way there on the North & now in the tenure of the said George Springs (except & allowed reserved out of this present demise & grant unto the said Edmond Walcott Junr William Drake Thomas Sampson Thomas Marwood Francis Pratt Francis Bagwell Hodges Farrant Ellen Elbott Richard Newton Phillip Munnell & John Reed their Heirs & Assignes free liberty of ingress egress & regress all any convenient tyme & tymes into & upon & from the premises for the victuallinge & surceyninge of the same & wdy yers & yers thereof & also except & allowed reserved out of this present demise & grant unto the said affected their Heirs & Assignes all timber trees & younge sapplings whether of Oak Elm or gible now standinge growings or beinge or which shall hereafter stand growe or be in or upon the premises or any tye thereof **to have and to hold** all the said tenement or dwellings house & courtlage & garden w<sup>th</sup> thier appoynted contayninge (except before excepted) unto the said George Springs his Heirs & Assignes immediately from & after the day of the date hereof unto the end & terme and for & duringe the full tyme & terme of four score & nyntye & nyntye years fully to be & to compute & expired & ended If the said George Springs Margaret Springs & Elene Springs Sisters of the said George Springs or either or any one of thim shall happen soe longe to live **yeildinge** and payinge therefor yearly duringe the said terme unto the said affected their Heirs or Assignes the yearly Rent of twelve shillings of lawfull money of England at the four most usuall feasts in the year (that is to say) at the feast of S<sup>t</sup> John Baptist S<sup>t</sup> Michael the Archangel the birth of our Lord God and thannuntation of the blessed Virgin by even & equal portions **And** also for yeildinge payinge unto the said affected their Heirs or Assignes after the death alienation surrender forfeiture or other lawfull determination of the estate & interest of the said George Springs ~~of every of his Heirs or Assignes~~ of in the premises beinge Tenant or Tenant in possession thereof by virtue of these presents the sum of three shillings & four pence of lawfull money of England in the name of alleiott or farrialls and alleiote doe sute to all parts of survey of the said affected their Heirs or Assignes w<sup>ch</sup> shall be adden w<sup>ch</sup> in the parish of Colyton aforesaid upon reasonable warninge given **And** the said George Springs for himselfe his Heirs & Assignes doth covenant promise & agree to & w<sup>th</sup> the said affected their Heirs & Assignes by these presents that he the said George Springs his Heirs & Assignes shall & will at his & thair owne cost & charged well and sufficiently repaire & uphold sustayne and maintaine all & singular the demised premises & wdy yers and tye thereof as well in houses walls timberinge & coveringe as in hedgges ditches & fennes & in all other needfull & necessary reparations w<sup>ch</sup> and as often as need shall require duringe the said terme & end the same premises & wdy yers thereof soe well & sufficiently upholden sustained and maintaine in all things as aforesaid in the end of the said terme shall & will have & paye & paye unto the said affected their Heirs or Assignes **And** if it shall happen that the said yearly rent of twelve shillings to be beynde & unpaid in tye or in all by the space of one quarter of a year next after any of the aforesaid feasts in w<sup>ch</sup> the same ought to be paid beinge lawfully demanded & then not paid, & no sufficient distress in the meane tyme can or may be found for the levyngs of the same Rent soe beinge beynde w<sup>ch</sup> tharavages thereof if any shall happen to be, and all pec of sum alleiotts as by force hereof shall growe due or payable **Or** if the said George Springs his Heirs or Assignes or any of thim shall commit or doe or suffer to be done or committed any act or acts thing or things whatsoever which shall or may tend to the prejudice hurt or discomfort of the said affected their Heirs or Assignes of the said premises or any tye thereof **Or** if the said George Springs his Heirs or Assignes or any of thim shall commit or doe or consent to be committed or done any unlawful waste or spoyle in or upon the premises or any tye thereof to the value of five shillings or upwards & shall not make double satisfaction for the same unto the said affected their Heirs or Assignes w<sup>ch</sup> in forty dayes next after notice given **Or** if the said George Springs his Heirs or Assignes or any of thim doe or shall commit or suffer the premises or any tye thereof to be ruinous or in decay to the value of twenty shillings or upwards & shall not sufficiently repaire & amend the same w<sup>ch</sup> in one halfe year next after warninge thereof to him or thim w<sup>ch</sup> shall be thier duty or duty to the premises to be given by the said affected their Heirs or Assignes **Or** if the said George Springs his Heirs or Assignes or any of thim shall assigne or sett over the said premises or any tye thereof to any person or persons whatsoever other then to the said Margaret Springs and Elene Springs his Sisters or to thier or any of thier use w<sup>ch</sup> without the consent of the said affected their Heirs or Assignes **That** this present demise & grant to be void any thing herein contayned to the contrary therof in any wise notwithstandinge **And** the said Edmond Walcott William Drake Thomas Sampson Thomas Marwood Francis Pratt Francis Bagwell Hodges Farrant Ellen Elbott Richard Newton Phillip Munnell & John Reed their Heirs & Assignes all the aforesaid premises before in these presents mentioned to be held by demise & every tye & yers thereof w<sup>ch</sup> thier Heirs & Assignes in manner & forme aforesaid under the Rent hereof & the other conditions & agreements above reserved & expressed against the tyme & doeds of the fee of the premises for all tyme soe longe as shall be payable for the same as alsoe against themselves their Heirs & Assignes shall & will warrant acquit & defend by these presents duringe the said terme **provided** that these presents nor any thing herein contayned shall extend or be defended to bynde or marre the said affected or thier Heirs or any of thim w<sup>ch</sup> any further or other grant or warrant then only each of thim for himselfe & his owne Heirs & all & every other person & persons claiminge under him & not otherwise **In witness** wherof the parties above named have to these presents Indentured interchangably sett their hands & seals the day & yeare first

George



Springs

Sealed & deliued  
in the presence of us

W<sup>ts</sup>. Broodage,  
Tho. Crow  
Robt. Barkman  
~~xxxxxx~~

Memo<sup>re</sup> that the Surrogate of the Estate  
to be mentioned was only the life  
of the son named George Dering



1713

From a will

1710 - John Dering

Quintessentia

11 June 1691

George Dering to his executor

London