

King's Warrant made the Twentieth day of September in the Eighth year of the Reigne of our Sovereign Lord George By the Grace of Great Brittain & Ireland King Defender of the Faith &c Anno Domini 1721. **Between** William Drake Esq. Thomas Marwood Esq. Francis Esq. Philip Mitchell and John Good. By a Power & full Warrant under the Great Seal of Great Brittain in the County of Devon of the one part And Jane Byle wid. late wife of Francis Byle of the Major part of the Twenty Men and Assistance in the said Trust for the parish of Colyton aforesaid. For and in consideration of a Surrender of a former Lease of the present Estate of the said Jane Byle of and in the premises hereafter in these presents Reserved and Mentioned to be Demised and of the yearly Rent & Covenants & Conditions and Agreements hereafter in and by these presents Reserved & Mentioned. And likewise in consideration of the Sum of Nine pounds Lawfull Money of Great Brittain unto them or one of them to be paid following (That is to say) Four pounds Ten Shillings part thereof to be paid at and before the Ensigning and Delivery of these presents And five pounds Ten Shillings more the Residue thereof at or upon the Ninth day of February next ensuing the date hereof the Receipt and Payment of the said first four pounds Ten Shillings the said Executors do hereby own and Acknowledge **And** Demised granted and to farm Let and by these presents they the said Executors Doe Demise grant and to farm Let unto the said Jane Byle her Executors Administrators and Assignes **All** that one Tenement or Dwellinghouse and the Backhouse & Garden and Backside thereto adjoining and belonging with the Appurtenances containing by Estimation a Quarter of a Burreough acre of Land & therein less. Situate lying & being within the Town & Burrough of Colyton aforesaid. And also all that one piece of Meadow ground with the Appurtenances lying and being within the same Burrough and Parish of Colyton aforesaid containing by Estimation half an Acre (be it more or less) heretofore in the possession of the said Francis Byle deceased but now in the possession of the said Jane Byle her Assignes or Assignes and Tenant or Tenants (except and always reserved out of this present Demise) unto the said Executors their Heires and Assignes all the Trees now growing or to grow in and upon the said premises with free liberty of Ingress Egress & Regress as well to fall down & carry away the said Trees and to view and Survey the same premises or any part thereof during the Term hereby granted **To have and to hold** the said Tenement and all other the premises above granted with their Appurtenances (except before Excepted) unto the said Jane Byle her Exor. Adm. & Assignes for and during the full time & Terms of Four score & Nineteen years then next ensuing & fully to be completed & expired. And if the said Jane Byle Thomas Byle & James Byle her Exor. or any or either of them shall so long happen to live **Yeilding** and paying therefor yearly & every year during the said Term unto the said Executors their Heires and Assignes the Rent of fourteen Shillings Lawfull money of Great Brittain at the four most usual feasts in the year (That is to say) the Birth of our Lord God the Annunciation of the Blessed Virgin Mary St. John the Baptist & St. Michael the Archangel by even & equal portions **And** also yeilding & paying unto the said Executors their Heires & Assignes upon the Death of any other Exor. or Exors. who shall happen to die Ten or Ten in possession of the premises the sum of five Shillings Lawfull money of Great Brittain for and in the name of an Heriot or Marrow **And** the said Jane Byle both for her self her Exor. Adm. & Assignes & for any other of them Demise grant & give to & with the said Executors their Heires & Assignes & every of them by these presents in manner & form following (That is to say) That she the said Jane Byle her Exor. Adm. & Assignes being Ten or Ten in possession of the said Demise & premises or of any part thereof shall & will doo & cause to doo to all the Courts of Survey of the said Executors their Heires & Assignes within shall be holden within the parish of Colyton aforesaid upon reasonable warning given **And** also shall & will upon her & their own proper Costs charged well & sufficiently Repair uphold & maintain all the singular the said Demised premises & every pt. & pt. thereof as well in houses walls Timbering & Covering as in Hedges Ditches & Fences & in all other Necessary Reparations which & as often as need shall require during the said Term whatsoever such Reparations are or shall be occasioned by fire or otherwise And the same premises & every pt. & pt. thereof so well & sufficiently repaired upheld & maintained as aforesaid. In the end of the said Term shall & will leave & yeild up unto the said Executors their Heires & Assignes **And** if it shall happen that the yearly Rent of fourteen Shillings shall be behind & unpaid in part or in all by the space of fifteen days next after any or either of the feasts or days of payment wherein the same ought to be paid as aforesaid the same being lawfully demanded & not paid & no sufficient distress in or upon the same premises or any part thereof can or may be found for the paying of the same Rent behind in the arrears aforesaid then & in that case if any happen to be **Or** if the said Jane Byle her Exor. Adm. & Assignes or any of them shall wilfully doo or suffer to be done any Act or Acts thing or things whatsoever which shall or may be prejudicial to the Estate of Inheritants of the said Executors their Heires or Assignes of the said Demised premises **Or** if the said Jane Byle her Exor. Adm. & Assignes shall doo or suffer to be done or committed any Manner of Waste or Spoy in or upon the premises or any part thereof or shall suffer the same or any pt. thereof to become Ruinous & in decay to the value of Ten Shillings & above & shall not sufficiently Repair & Amend the same within one half year next after Notice given by the said Executors their Heires or Assignes or by their Day liffs or Day liffs for the same being that then & from thenceforth for all any or either of the causes aforesaid it shall & may be lawfull for the said Executors their Heires or Assignes & every of them into the said Demised premises or any pt. thereof to reenter & the same & every pt. thereof to have again & to retain as in their former Estate these presents or any thing therein contained to the contrary notwithstanding **And** the said William Drake Thomas Marwood Francis Esq. Philip Mitchell & John Good Doe for themselves & every of them & for their own Heires Exor. Adm. & Assignes & not bound by Covenants Demise & grant to & with the said Jane Byle her Exor. Adm. & Assignes & to and with every of them by these presents that the said Jane Byle her Exor. Adm. & Assignes and every of them by & under the Rent & Covenants & Reservations & Agreements aforesaid shall & lawfully may peaceably & quietly have hold possess & enjoy all and singular the said Demised premises & every part & pt. thereof with their & every their Appurtenances (except before Excepted) during the Term & State hereby granted without any the Lawfull Let Suit Troubles Molestation Disturbance or Deniall of or by the said Executors or either of them. **In witness** whereof the parties to these presents their Hands and Seales Interchangably have set the day and year first above written.

Jaere - file

Sealed and Delivered
in the presence of us
Richard Stokes
James Ford

Expired
James Dyles Counterpart
Honiton

September 24th 1721 11/16
The Honorable Mr. Justice
John Holt
of the High Court of
Common Pleas
at the Court House
in the City of London
In presence of us
Richard Stokes
James Ford
Witness the hands of the said
James Dyles and of us
Richard Stokes
James Ford