

This Indenture made the 27<sup>th</sup> Day of September in the eight year of the reign of our Sovereign Lord George the second by the grace of God of Great Brittain  
James and Ireland King Defender of the Faith & Annoque Domini 1734 Between Thomas Marwood Esq<sup>r</sup> Philip Mitchell & John Rodd Esq<sup>r</sup> of the parish lands of Colyton  
in the County of Devon of the one part and Henry Clarke of Honiton in the County aforesaid or the more part of them for and in consideration of the sum of five Pounds Lawfull Money  
of Great Brittain to them or one of them in hand paid ~~xxxxxx~~ The Receipt whereof they the said Esq<sup>r</sup>s Doe by these presents acknowledge; Have Demised bargained  
and sold and by these presents the said Esq<sup>r</sup>s Doe Demise grant bargain and sell unto the said Henry Clarke all that Messuages or tenement Courtilage garden or thate  
lands do the appoyning and appoyning with appurtenances situate lying and being within the Burrough of Honiton aforesaid the Lande late of George Smith the  
Deceased on the East part other lands of the said Esq<sup>r</sup>s on a West part, a Lane leading towards Bakelorne Mill on the South part and the Kings Highway or Street on  
the North part; and now in the tenure use or occupation of the said Henry Clarke Except and allways Reserved out of this Demise and grant unto the said Esq<sup>r</sup>s their Heirs  
and assigns ever liberty of ingress egress and regress at all convenient time and times into upon and from the premises for the viewing and surveying the same To Have and to hold  
the said messuages or tenement Courtilage garden or bath side with appurtenances unto the said Henry Clarke his Exors adm<sup>r</sup> and assigns for and during the full time & time of years and  
number of years fully to be computed and ended If William Clarke son of the said Henry Clarke shall happen to live the term to be tenore and begin immediately from and after the death  
of the said Henry Clarke and Anne Clarke his wife and not before; and paying therefor yearly and every year after the Comencement thereof during the said term unto the  
said Esq<sup>r</sup>s their Heirs and assigns the sum of yearly rent of Twelve shillings Lawfull money of Great Brittain at the four next usual Feast or Day of paym<sup>t</sup> in the year that is to say the Feast  
of the birth of our Lord Jesus the annuntiation of the Blessed Virgin Mary the Nativity of S<sup>t</sup> John the Baptist and S<sup>t</sup> Michael the Archangel by even and equal parts and xx portions; and also  
Building and paying unto the said Esq<sup>r</sup>s their Heirs and assigns upon and after the death of the said Adam Clarke the sum of three shillings and fourpence Lawfull money of Great Brittain for and in the name of an Heriott fee; All the said Henry Clarke for himself his Exors adm<sup>r</sup> and  
assigns and for every and either of them both covenent promis and agree to and with the said Esq<sup>r</sup>s their Heirs and assigns by these presents that he if said Henry Clarke his Exors adm<sup>r</sup> and  
assigns and every of them being Tenant or Tenants in possession of the premises by virtue hereof shall and will Doe suite to all and every the Court of Survey of the said Esq<sup>r</sup>s their Heirs or  
assigns which shall be holden and kept within the parish of Colyton aforesaid as other their Tenants of the said parish lands have don and ought to Doe upon Reasonable warning to him or her or given and  
also shall from time to time and at all times hereafter after the Comencement thereof at his and their own proper cost and charge well and sufficiently amend repair sustaine and maintain and keep  
all and singular the premises aforesaid and every part and part thereof as well in housing walling timbering and covering as in hedg<sup>s</sup> ditches fences and in all other needfull and necessary reparations  
and amendments whatsoever when and wh<sup>er</sup> of them as need shall be or require During the term aforesaid and the same premises by every part and part thereof in all things well and sufficiently repair  
at aforesaid in the end of the said term shall and will leave and yield up unto the said Esq<sup>r</sup>s or to the survivor or survivors of them their Heirs or assigns howsoever towards such reparations as aforesaid  
being Tenant or Tenants of the premises to have and take such competent hedg<sup>s</sup> boot haufe boot & fire boot as shall be given upon the premises and their ordy to be expended and bestowed and not otherwise making  
thereof no wast And the said Henry Clarke for himself his Exors adm<sup>r</sup> and assigns and for every and either of them both further covenent promis and agree to & with the said Esq<sup>r</sup>s their Heirs and assigns by these presents  
that he the said Henry Clarke his Exors adm<sup>r</sup> or assigns shall and will well and truly pay or cause to be paid the yearly rent of twelve shillings of Lawfull money of Great Brittain And If the yearly rent of  
twelve shillings shall be behind and unpaid in part or in all by the space of one quarter of a year after any of the aforesaid Feast or Day of paym<sup>t</sup> whereon as aforesaid the same ought to be paid  
being Lawfully Demanded and then not paid the same shall grow due or payable And If the said Henry Clarke his Exors adm<sup>r</sup> or assigns shall willingly Doe or by his or their privity or consent suffer to  
be don any manner of voluntary or willfull wast spoils or distribution in or upon the premises or any part thereof so the value of five shillings or above and shall not make Doubt satisfaction for  
the same unto the said Esq<sup>r</sup>s their Heirs or assigns within forty days next after notice given And do or shall permit or suffer the premises or any part thereof to be ruinous or in decay so the value of twenty shillings  
or above and shall not sufficiently amend and Repaire the same within one half year next after warning thereof given by the said Esq<sup>r</sup>s their Heirs or assigns or one of them unto the said Henry Clarke his Exors adm<sup>r</sup> or assigns being  
Tenant or Tenant in possession of the premises And If the said Henry Clarke his Exors adm<sup>r</sup> or assigns being Tenant or Tenants in possession of the premises shall willingly Doe or by his or their privity or consent  
suffer to be don any act or acts thing or things what soever which shall or may tend or be to the hurt prejudice or dishonour of the said Esq<sup>r</sup>s their Heirs or assigns of the said premises or any part thereof shall  
then and from thenceforth for all any or either of the causes aforesaid It shall & may be lawful to and for the said Esq<sup>r</sup>s their Heirs or assigns in to all and singular the premises aforesaid with the appurtenances to sue for  
and the same to have againe Retaine possess and enjoy as in their writs former shalbe: Also Judgment or any thing there in contained do or contrary not withstanding And the said Thomas Marwood  
Philip Mitchell and John Rodd Esq<sup>r</sup>s aforesaid their Heirs all the aforesaid premises in and by these presents Demised granted and every part and parts thereof with of appurtenances Except before Excepted unto  
the said Henry Clarke his Exors adm<sup>r</sup> and assigns in manner and form aforesaid by and under the Rent covenent Heriott Conditions agreement before expressed and reserved as well against the high and chief  
Lord or Lord of or for or for of the premises for the chief hold suit service & repairs to him the said High Lord or Lord due or payable or to be don or perform<sup>d</sup> for any game promises as also against  
Whomesoever of the said Esq<sup>r</sup>s their Heirs and assigns Every of them shall & will warrant defend and support during the term aforesaid PROVIDED allways that these presents or any thing therein  
contained shall not extend or be holden to charge or bind the said Thomas Marwood Philip Mitchell and John Rodd or their Heirs or any of them with any further or other charge or warrant than only  
that of them for & against himself and his Heirs all and every persons person claiming under him and not otherwise In witness whereof the parties above said have the present Indenture  
Inwitnessably their hands and seals the Day and Yeare first above written

Henry



Witness of 1774  
 The Sheriff of London  
 In presence of  
 Fine - 100:0:0  
 Rent - 0:12:0  
 Servit - 1:3:4

Henry Clarke London His Cousin June 1784

Like Adam Clarke son of the late  
 In presence of the Sheriff of London

*Copied*

11/17a

Ans. 12:00  
 Parryson 12:00  
 Merick 13:14

sealed and delivered in the presence of us: after the following of these  
 words in line of 1st to 4th (to wit) if first quarterly payments thereof to be made on first of  
 the 1st Day or Day of payments as first is not shall happen after the death of the  
 Henry Clarke and Clarke his sister. And these words in line of 24 to wit) It shall  
 may be lawful to and for of Henry Clarke his Exec<sup>r</sup>, Admin<sup>r</sup> and assigns

John Marwood  
 John Good

