

August the 8<sup>th</sup> 1749

Feoffees of Colyton Release of a Tenement and  
to Henry Wooltrott Spouynson for 99 years  
Sives

Elizabeth Wooltrott (wife of the deceased)  
Samuell Wooltrott his son 21 years

Fine - 8 " 8 " 0

Rent - 0 " 12 " 0

Heriott - 0 " 3 " 4

Memorandum that the Feoffees in Consideration of  
the house being lately burnt down gave Henry  
Wooltrott Liberty to add his Wifes Life on the  
premises without paying any fine for the same



# This Indenture

made the Eighth Day of August in the Three and Twentieth Year of the Reign of our Sovereign Lord George

the Second by the Grace of God of Great Britain France & Ireland King Defender of the Faith and so forth and in the Year of our Lord one thousand seven hundred and forty five **BETWEEN** John Sampson Esq<sup>r</sup> Thomas Drake Gentleman Francis Pratt Yeoman John Daily Gent<sup>l</sup> & Edward Squire Yeoman Surviving Heirs in Trust of the Parish Lands of Colyton in the County of Devon of the one Part & Henry Woolcott of Colyton in the said County of Devon White Bread Baker of the other Part **WITNESSETH** that the said John Sampson Thomas Drake Francis Pratt William Valcott &

William Dampfield Thomas Doshins John Daily and Edward Squire by & with the Assent & Consent of S<sup>r</sup> William Young Knight & Baronet George Trevillian Esq<sup>r</sup> S<sup>r</sup> John Poole & Baronet James Warwood Esq<sup>r</sup> Thomas Vinters Esq<sup>r</sup> Thomas Cherk Esq<sup>r</sup> Thomas Pearce Gentleman Thomas Drapper Gentleman John Davies Gentleman John Johnson Gentleman John Drake Gentleman John Sampson the Younger Gentleman William Drake Gentleman William Lypsey Gentleman Richard Swaine Yeoman Thomas Scarle Yeoman John Good Miller & John Reed Yeoman Survivors of the Twenty Nine Assistants in the said Trust for the Parish of Colyton aforesaid In consideration that the House hereinafter mentioned was lately burnt down & that the said Henry Woolcott hath undertaken to rebuild the same in a strong & handsome Manner for & in satisfaction of the Sum of Eight Pounds and Eight Shillings of Good & Lawfull Money of Great Britain unto them or one of them in hand paid by the said Henry Woolcott & before the Ensigning & Delivry of these presents the Receipt whereof the s<sup>d</sup> Heirs do hereby acknowledge & thereof do acquit release & discharge the said Henry Woolcott his Exors Adors & Assigns & every of them by these presents **HAVE** Demised granted & for ever after by these presents they the s<sup>d</sup> Heirs do demise grant & for ever after unto the s<sup>d</sup> Henry Woolcott his Exors Adors & Assigns **ALL** that Tenement or Dwelling house (lately burnt down) & the Courtylage & Garden thereunto belonging with their Appurtenances containing by Estimation One Quarter of a Burreough Acre of Land be it more or less situate lying & being within the Parish & Burreough of Downton in the said County of Devon between other Lands of the s<sup>d</sup> Heirs late in the Tenure of one Sampson Slade Detd in the East & Dure of Henry Clarke a Dark Lane there on the South the Lands sometimes of S<sup>r</sup> George Smith Detd on the West & the Kings High way there on the North & late in the Tenure of George Spring Detd **EXCEPT** & always reserved out of this present demise & grant unto the s<sup>d</sup> Heirs their Exors & Assigns free Liberty of Passage & Regress at any convenient Time & Times into & from the said premises for the Dicing & Surveing of the same & every Part & part thereof **AND DO** hold the said Tenement or Dwelling house Courtylage & Garden with the Appurtenances Except before excepted unto the said Henry Woolcott his Exors Adors & Assigns for & during the full Term & Term of four score & sixteen Years fully to be compleat expired & ended if Elizabeth Woolcott Wife of the said Henry Woolcott & Samuel Woolcott his Son aged sixteen Years or either of them shall so long happen to live the said Term to terminate immediately after the Expiration or other sooner Determination of one other Term of four score & sixteen Years now Determinable on the Death of him the s<sup>d</sup> Henry Woolcott

**YIELDING** & paying therefor from & immediately after the commencement of the s<sup>d</sup> Term hereby granted & during the continuance thereof unto the said Heirs their Exors & Assigns the Yearly rent or Sum of Twelve Shillings of Good & Lawfull Money of Great Britain at the Hour most usual Heats or Days of payment in the Year (that is to say) the Day of our Lord God the Annunciation of Blessed Virgin Mary S<sup>r</sup> John the Baptist & S<sup>r</sup> Michael the Archangel by even & equal portions **AND ALSO YIELDING** & paying unto the s<sup>d</sup> Heirs their Exors & Assigns at & upon the Death & Decease of each of them the said Elizabeth Woolcott & Samuel Woolcott they dying after the commencement of the said Term & successively as they are herein named the Sum of Three Shillings & four pence for & in the name of a bequest or bequest **AND** the s<sup>d</sup> Henry Woolcott for himself his Exors Adors & Assigns & for every of them doth Covenant promise grant & agree to & with the s<sup>d</sup> Heirs their Exors & Assigns & every of them by these presents in manner and form following (that is to say) that he the said Henry Woolcott his Exors Adors & Assigns being Tenant or Tenants in possession of the said Demised premises or of any part thereof shall & will do due & do to all the Courts of Justice of the s<sup>d</sup> Heirs their Exors & Assigns which shall be holden within the Parish of Colyton aforesaid upon reasonable word to him or them for that purpose given **AND ALSO** shall & will upon his & their own proper costs & charges within six Months from the Date hereof rebuild the said Tenement or Dwelling house & the same when so rebuilt & erected shall & will well & sufficiently repair uphold sustain & maintain as well in houses Walls Timbering & roofing as also in hedges Ditches & fences & in all other necessary reparations when & as often as need shall require during the Term & successively as they are herein named & in the end of the said Term shall & will leave & yield up unto the Heirs their Exors & Assigns **AND IT SHALL HAPPEN** that the s<sup>d</sup> Yearly rent of Twelve Shillings or any part thereof shall be behind & unpaid in part or in all by the Heirs their Exors & Assigns or any of them at the Day of payment thereof the same ought to be paid as often as the same being lawfully demanded & not paid sufficient distresses or distresses in or upon the said premises or any part thereof can or may be found for the paying of the same Rent behind together with the Arrearages thereof if any shall happen to be **OR** if the s<sup>d</sup> Henry Woolcott his Exors Adors & Assigns or any of them shall wilfully do or suffer to be done any Act or Acts thing or things which shall or may be prejudicial to the Estate of Inheritance of the s<sup>d</sup> Heirs their Exors & Assigns of the said Demised premises **OR** if the s<sup>d</sup> Henry Woolcott his Exors Adors & Assigns or any of them shall Assign or sell over the s<sup>d</sup> premises or any part thereof or any part thereof to any person or persons what power other than the s<sup>d</sup> Heirs their Exors & Assigns or any of them shall or may be prejudicial to the Estate of Inheritance of the s<sup>d</sup> Heirs their Exors & Assigns of the said Demised premises **OR** if the s<sup>d</sup> Henry Woolcott his Exors Adors & Assigns or any of them shall do or suffer to be done or committed any manner of Waste Spoil or Destruction in or upon the s<sup>d</sup> premises or any part thereof **OR** shall suffer the same or any part thereof to become ruinous & in Decay to the Value of ten Shillings or above & shall not sufficiently repair & amend the same within one half Year next after notice given by the said Heirs their Exors & Assigns or by their Daylyssor Daylysses for the time being that then & from thenceforth for all or any or either of the Causes aforesaid it shall & may lawfully to & for the s<sup>d</sup> Heirs their Exors & Assigns & every of them in to the s<sup>d</sup> Demised premises or any part thereof to reenter & the same to have again possession & enjoy as in their first & former Estate any thing herein contained to the contrary thereof in anywise notwithstanding **AND** the s<sup>d</sup> John Sampson Thomas Drake Francis Pratt William Valcott & William Dampfield Thomas Doshins John Daily & Edward Squire do for themselves severally a part & each one for himself & for his own Exors Exors Adors & Assigns only & not jointly covenant promise & grant to & with the s<sup>d</sup> Henry Woolcott his Exors Adors & Assigns & to & with every of them by these presents that he the s<sup>d</sup> Henry Woolcott his Exors Adors & Assigns & every of them by & with the s<sup>d</sup> Heirs their Exors & Assigns shall & lawfully may severally & quietly have & hold possession & enjoy all & singular the said Demised premises & every Part & part thereof with their & every of their Appurtenances Except before excepted during the Term & Estate hereby granted without any the lawfull Let Suit Trouble Disturbance or Delay all of or by the Heirs or either of them **IN WITNESSE** whereof the Party aforesaid to these presents have hereunto set their Hands & Seals Substantially

29

Henry Woolcott

Sealed and Delivered after the Interlocutions  
of the words William Walrond Esq<sup>r</sup> William  
Dampfield Esq<sup>r</sup> Thomas Dostkins Yeoman  
In the presence of

Wm. Drake

John Marwood