



His Indenture

Mad, the Twenty first day of December in the second year of the Reign of our Sovereign Lord **WILLIAM** the third by the Grace of God of great Britain, France and Ireland King Defender of the Faith and so forth and in the Year of our Lord one thousand seven hundred and forty one **WILLIAM** William Valerius Esquire John Damson Gentleman Thomas Drake Genteman John Bailey Gentleman and Edward Gentleman surviving Heffees of the Barony Lands of Coliton in the County of Devon office one part and John Croft of Doniton in the County of Devon aforesaid Gentleman of the other party **WITNESS** That in the said Heffees by and with the consent of the survivors of the Community of the parish Chamber of Coliton aforesaid or the Major part of them stand and chosen for aid and assistance to the said Heffees and for aid in consideration of a surrender of one Indenture of lease whereby the Cost or Plot of Ground hereinafter mentioned wherein was a Dwelling House and Stable garden and Yards side hereto or in the possession of Adam Clark deceased sonne of Adam Clark and wood burnt down by the fire his selfe for ninty nine years determinable by the death of the said Adam Clark and also for aid in consideration of the said John Croft having sold and built within twelve calendar months from the date hereof a good Dwelling House and Stable on the said Cost or Plot of Ground and therewof for aid in consideration of the sum of five shillings of good and lawfull money of Great Britain to the said Heffees in London paid by the said John Croft or before the dealing made delivery hereof the receipt whereof is hereby acknowledged **THEM** the said Heffees by and with the consent of the survivor of the said Community or major part of them **WITNESS** Demised granted and to have and to hold the said Cost or Plot of Ground and premises for the term hereinafter mentioned to the said John Croft or his or their assigns for ever and to have and to hold the said dwelling house and Stable garden and Yards side hereto or in the possession of Adam Clark deceased and lying and being within the boundaries of Doniton aforesaid between the lands formerly of George Williams right deceased on the East part of other lands of the said Heffees on the west part and leading towards Battisport Mill on the south part and leading through Highway or Street on the North part and all ways passages waters water courses waterings places easements profits commodities advantages and appurtenances whatsoever to the said Cost or Plot of Ground and premises belonging or in anywise appertaining Exempt and alwayes reserved out of his present Demise and granted unto the said Heffees and the survivors of them successors or assigns servants agents or workmen free liberty of ingress and egress to pass in over the same and upon the said premises and every part and partell thereof at all seasons and to convenient times during the term herein after mentioned to view the earth and see the fruits of the parcellions **TO HAVE AND TO HOLD**

the said Cost or Plot of Ground and premises above mentioned and every part and partell thereof with the appurtenances unto the said John Croft his executors administrators and assigns from the day of the date hereof for and during and unto his full life and term of ninty nine years hereinafter ensuing and following and fully to be completed and done by the said John Croft William Courtney Croft and Carous Croft daughters and sons of the said John Croft or any either of them shall so long happen to live **WITNESS** All therefore yearly and every year during the said term hereby granted unto the said Heffees or the survivors of them successors or assigns the rent or value of the said term which shall be paid unto the said John Croft or his executors administrators and assigns yearly and every year during the said term by the first of the month of January or any other time of the year as the said John Croft or his executors administrators and assigns shall then be in the possession of the said term hereby granted unto the said Heffees or the survivors of them successors or assigns as signified and delivered upon the several debts and defautes of them the said John Croft William Courtney Croft and Carous Croft husband of three shillings and four pence of lawfull money of Great Britain for and in the name of an hundred **WITNESS** yielding and paying all Rent due and to come due and payable out of the said term during the said term **ALSO** doing but and desirous to all and every the Court and Courts meeting and meetings of the said Heffees or the survivors of them husbands or a signe or mark during the term hereby granted by the holder and keeper in the parish Chamber of Coliton aforesaid upon reasonable summons and warning as often the tenents of the said parish Lands do or have accustomed to do **WITNESS** The said John Croft for himself his executors administrators and assigns and for every of them doth take and agree to and with the said Heffees and the survivors of them successors or assigns by these presents that he the said John Croft his executors administrators and assigns shall and will cause to be erected and built within Coliton aforesaid all manner from the date hereof of a good Dwelling House and Stable on the said Cost or Plot of Ground and shall and will after the same is so built during the term hereby granted also at his or their own proper costs and charges well and sufficiently repair and maintain and keep the said Dwelling House Stable and premises and every part and partell thereof with the appurtenances unto all manner of needfull and necessary reparations and other charges when and often as need shall require and the said John Croft shall and will pay and discharge all manner of debts rates taxes impositions and payments to all such as may be lawfully required and demanded of him by the said Heffees or the survivors of them husbands or a signe or mark during the said term **ALSO** that the said John Croft his executors administrators and assigns shall and will pay bear and discharge all and all manner of duties rates taxes assessments and other impositions and payments to all such as may be lawfully required and demanded of him by the said Heffees or the survivors of them husbands or a signe or mark during the said term **ALSO** that the said John Croft his executors administrators and assigns shall or may be charged taxed or imposed in or upon the said premises or any part or partell thereof **ALSO** it shall happen that the said yearly rent or sum of the said John Croft his executors administrators and assigns shall be paid as aforesaid being lawfully demanded and not paid and no sufficient distress or distresses in or upon the said premises or any part thereof shall or may be found and taken for the levying thereof to the said John Croft his executors administrators and assigns to be recovered or demanded or upon the said John Croft his executors administrators and assigns or any part or partell thereof for any voluntary waste spoil or destruction to the value of ten shillings and upwards in any one year during the said term **ALSO** that the said John Croft his executors administrators and assigns shall refuse to do and perform suit and service to all and every the Court and Courts meeting and meetings of the said Heffees or the survivors of them husbands or a signe or mark during the said term hereby granted by the holder and keeper in the parish Chamber of Coliton aforesaid upon reasonable summons and warning **THAT** the said John Croft his executors administrators and assigns shall from the same forth for any or either of the reasons aforesaid shall and may be lawfully sued for his said Heffees or the survivors of them husbands or a signe or mark into the premises hereby granted by him to recover and to have again repaired and enjoyed as in the and their first and former Estates and rightings herein contained to the contrary hereof in any wise notwithstanding any contract or agreement made between the said John Croft his executors administrators and assigns and every of them by him or his executors administrators or any person or persons what so ever to whom he or they shall or lawfully may during the term hereby granted by and under the yearly rents and services Contracts and agreements aforesaid lawfully and quietly held and enjoyed the said John Croft his executors administrators and assigns shall or lawfully may during the term hereby granted by and under the yearly rents and services Contracts and agreements aforesaid lawfully and quietly held and enjoyed the said John Croft his executors administrators and assigns or by any other person appurtenances without any hindrance trouble charge disturbance denial or demand laid before or by the said Heffees or the survivors of them husbands or a signe or mark or by any other person or persons what so ever claiming or to claim the said or any part or partell thereof by former or under them or any of them **WITNESS** whereof his parties first abovenamed have to those present sett their hands and seals the day and year first above written.

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Sampson

Tho:



Drake

Edward



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Signed sealed and delivered
in the presence of us — }

Francis Drake
Wm Dray

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