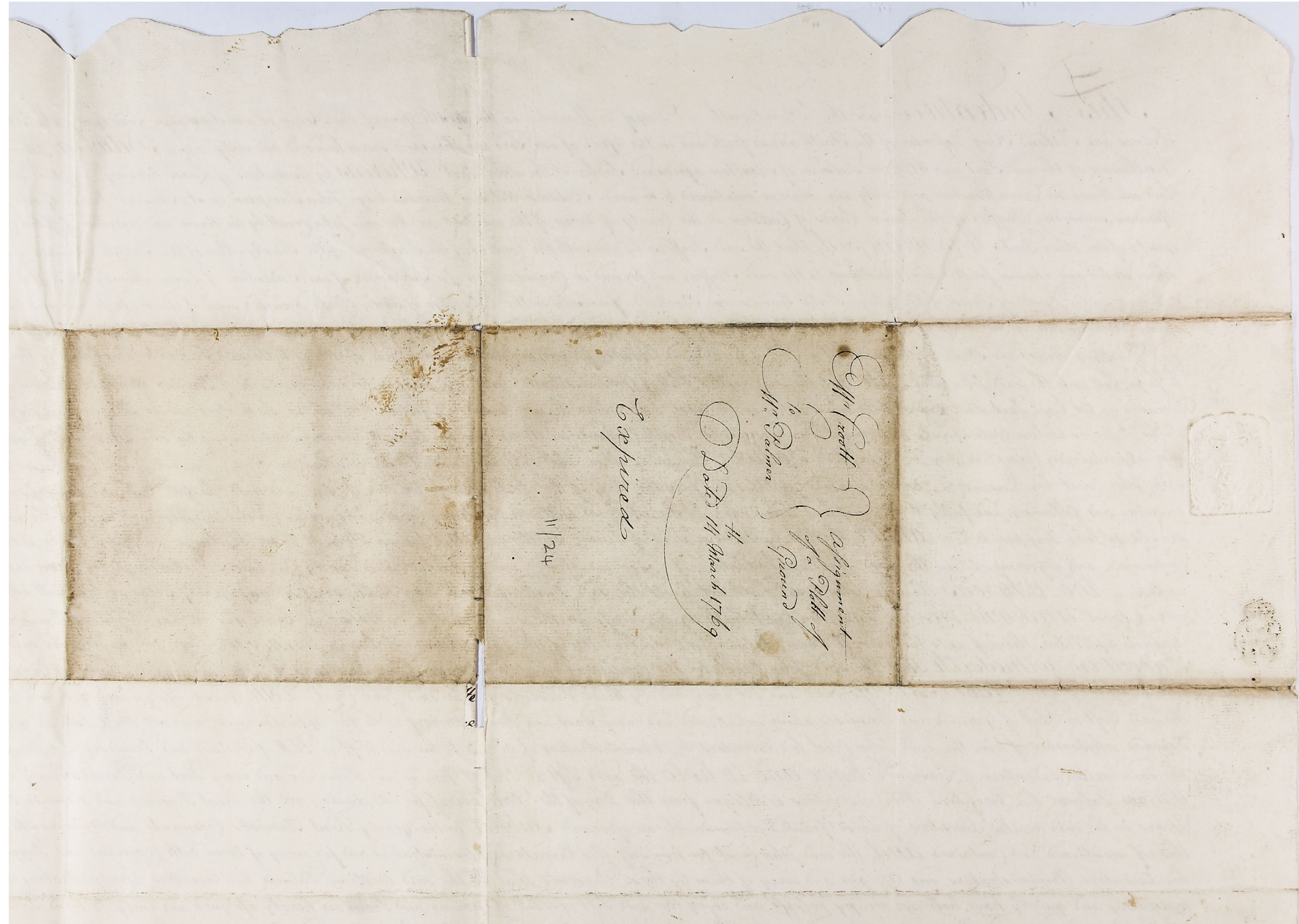


This Indenture made the Fourteenth Day of March in the ninth Year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith and so forth and in the Year of our Lord one thousand seven hundred and sixty nine Between John Croft of Honiton in the County of Devon Gentleman of the one Part and William Palmer of Honiton aforesaid Sadler of the other Part Whereas by Indenture of Lease bearing Day the twenty first Day of December in the Year of our Lord one thousand seven hundred and sixty one made or mentioned to be made Between William Walbone Esq: John Sampson Gent: Thomas Drake Gent: John Bailey Gent: and Edward Squire Yeoman surviving Feoffees of the Parish Lands of Culliton in the County of Devon of the one Part and the said John Croft by the Name and Addition of John Croft of Honiton in the County aforesaid Gent: of the other Part It is witnessed that the said Feoffees by and with the Consent of the Survivors of the Twenty Men of the Parish Chamber of Culliton aforesaid or the major Part of them elected and chosen for Aid and Assistance to the said Feoffees and for and in consideration of a Surrender of one Indenture of Lease whereby the Toff or Plott of Ground therein after mentioned (whereon was a Dwelling House Little Cottage Stable Garden and Backside formerly in the Possession of Henry Clarke deceased since of Adam Clarke and was burnt down by Fire) was held for ninety nine Years determinable on the Death of the said Adam Clarke And also for and in consideration of the said John Croft causing to be erected and built within twelve Calendar Months from the Date thereof a good Dwelling House and Stable on the said Toff or Plott of Ground and likewise for and in consideration of five Shillings to the said Feoffees in Hand paid by the said John Croft Did demise Grant and to farm Lett unto the said John Croft All that the said recited Plott of Ground situate lying and being within the Borough of Honiton aforesaid Between the Lands formerly Sir George Smiths Knight Deceased on the East Part other Lands of the said Feoffees on the West Part a Lane leading towards Batishore Mill on the South Part and the Kings High Way or Street on the North Part And all Ways Paths Passages Waters Watercourses Watering Places Casements Profits Commodities Advantages and Appurtenances whatsoever to the said Toff or Plott of Ground and Premises belonging or in any wise appertaining (except as therein is excepted) To hold the said Toff or Plott of Ground and Premises above mentioned and every Part and Parcel thereof with the Appurtenances unto the said John Croft his Executors Administrators or Assigns from the Day of the Date thereof for and during and unto the full End and Term of ninety nine Years thenceforth next ensuing and following and fully to be compleat and ended If Sarah Croft William Cowtenay Croft and Carolus Croft Daughters and Sons of the said John Croft or any or either of them should so long happen to live UNDER the Yearly Rent or Sum of Twelve Shillings AND for an Herriott three Shillings and four Pence AND UNDER divers other Clauses Covenants and Agreements in the said Recited Indenture of Lease mentioned and contained as in and by the same Relation being thereunto had will more fully and at Large appear AND Whereas the said John Croft hath not built the said Dwelling House and Stable nor paid any Yearly Rent or Herriott which was due on the Death of the said Sarah Croft AND Whereas the said John Croft hath agreed to assign the said recited Indenture of Lease and all his Right Title and Interest in the said Toff or Plott of Ground by Virtue thereof unto the said William Palmer in consideration of the said William Palmers building the same and paying the said Rent and Herriott NOW this Indenture witnesseth That the said John Croft for the Consideration aforesaid and of five Shillings of Good and Lawful Money of Great Britain to him in Hand paid by the said William Palmer Hath granted Assigned and set over and by these Presents in the said John Croft Doth Grant assign and set over unto the said William Palmer All the said Toff or Plott of Ground and Premises above mentioned and every Part and Parcel thereof with the Appurtenances and all the Estate Right Title Interest Property Claim and Demand whatsoever of him the said John Croft his Executors or Administrators of in and to the said Toff or Plott of Ground and Premises and every Part and Parcel thereof together with the said recited Indenture of Lease To have and to hold the said Toff or Plott of Ground and Premises and every Part and Parcel thereof with the Appurtenances unto the said William Palmer his Executors Administrators or Assigns from the Day of the Date hereof for and during all the Rest Residue and Remainder of the said recited Term of ninety nine Years in the said recited Indenture of Lease granted determinable as aforesaid Subject to the yearly Rent Herriotts Covenants and Agreements in the said recited Indenture of Lease thereof mentioned and contained AND the said John Croft for himself his Executors Administrators and for every of them doth Covenant and Promise to and with the said William Palmer his Executors Administrators and Assigns and every of them by these Presents that he the said William Palmer his Executors Administrators or Assigns shall or lawfully may peaceably and quietly have hold use occupy possess and enjoy the said Toff or Plott of Ground and Premises hereby assigned and every Part and Parcel thereof with the Appurtenances during all the Rest Residue and Remainder of the said recited Term of ninety nine Years determinable as aforesaid and in such Manner and Form as aforesaid without any the Lawful Lett Suit Trouble Charge Eviction Ejection Claim Disturbance denial or Demand whatsoever of or by him the said John Croft his Executors or Administrators or any other Person or Persons whatsoever claiming or to claim the same or any Part or Parcel thereof by from or under him them or any or either of them AND lastly the said John Croft for himself his Executors and Administrators and for every of them doth Covenant and promise to and with the said William Palmer his Executors Administrators and Assigns and every of them by these Presents that He the said John Croft now hath good Right full Power and Lawful Authority to assign and convey the said Toff or Plott of Ground and Premises above mentioned and every Part and Parcel thereof with the Appurtenances unto the said William Palmer his Executors Administrators or Assigns in such Manner and Form as aforesaid IN WITNESS whereof the Party first above Named hath to this present Indenture sett his Hand and Seal the Day and Year first above written

1769
TVC
Pence
1769

Given, sealed and delivered
(being first duly stampd) in
the Presence of
W. Bamfield
Molly Bamfield

John Croft



Mr Pratt }
to Mr Palmer }
Apportionment
of a 1000 l of
Pounds

Done 11th March 1769

Expenses

11/24

