

# This Indenture

made the tenth day of August in the fiftieth 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 Seventy five **Between** the Honourable Sir George Young Baronet John Sampson Esquire John Sampson the Younger Esquire Samuel Sampson Gentleman Thomas Drake Gentleman Thomas Guppy Gentleman Thomas Doakins Yeoman and Philip Mitchell Yeoman the Surviving Heffees In Trust of the parish Lands of Colyton in the County of Devon of the One part and William Palmer of Devon in the said County Esquire of the Other part **Witnesseth** that the said Sir George Young John Sampson John Sampson the Younger Samuel Sampson Thomas Drake Thomas Doakins and Philip Mitchell by and with the Assent and Consent of the Major part of the Twenty Three and Assisted In the said Trust for the parish of Colyton aforesaid And also for and in Consideration of the sum of Six pounds and Six Shillings of good and lawful Money of Great Britain into the said Heffees in and paid by the said William Palmer at and before the Lease and Delivery of these presents <sup>the Receipt of which</sup> the said Heffees do hereby acknowledge and therof do acquit Release and Discharge the said William Palmer his Executors Administrators and Assigns As also in Consideration of a Surrender of former Lease bearing Date the Eighteenth day of April One Thousand Seven Hundred and Sixty Nine granted by the said Heffees of the Lands and premises herein after mentioned unto the said William Palmer for a Term of <sup>Twenty</sup> ~~Twenty~~ <sup>Twenty</sup> Years then and now determinable on the Death of him the said William Palmer and Sarah his now and then Wife and Sarah their Daughter **Do** Demise Grant and to firm Lett unto the said William Palmer his Executors Administrators and Assigns **That** the Messuage or Dwellinghouse Courtyage and Garden therunto belonging with its Appurtenances heretofore in the possession of Henry Clarke deceased sire of Adam Clarke but now of the said William Palmer his Undertenant or Under tenants Assigns or Assigns and are situate lying and being in the Borough of Devon aforesaid between the Lands formerly of Sir George Smith Knight Perceard on the East part other Lands of the said Heffees on the West part and leading towards Batholme Mill on the South part and the Kings Highway or Street on the North part **And** all Ways paths passages Waters Water courses Watery places and appurtenances profits Commodities Advantages and Appurtenances whatso ever to the said premises belonging or in anywise Appertaining **Except** the Land always reserved out of this present Demise and Grant unto the said Heffees their Heirs Successors or Assigns free Liberty of Ingrossage Regress and Regress at any convenient Time and Times into upon and from the said premises for the Viewing and Surveying the same and every part and parcel thereof **To Have and to Hold** the said Demise or Dwellinghouse Courtyage ~~to~~ ~~and~~ ~~the~~ Garden with the Appurtenances thereto except before excepted unto the said William Palmer his Executors Administrators and Assigns for and during the full Time and Term of four Score and Thirteen Years fully to be Completed Expired and Ended If the said William Palmer the Descendants about Thirty seven years the said Sarah Palmer his Daughter aged about fifteen years from Maynard aged about seven years Son of John Maynard of Devon aforesaid Sergeant or any or either of them shall so long happen to live **Yielding and paying** therefor yearly and every Year during the said Term hereby granted unto the said Heffees their Heirs Successors or Assigns the Yearly Rent or Sum of Twelve Shillings of good and lawful Money of Great Britain at four of the most usual Feasts or Days of payment in the Year (that is to say) at Michaelmas Christmas Lady day and Midsummer by even and equal portions the first payment thereof to begin and be made at Michaelmas next **And also Yielding and paying** unto the said Heffees or the Survivors of them Successors or Assigns immediately upon the several Deaths of them the said William Palmer Sarah his Daughter and John Maynard the Sum of three Shillings and four pence for and in the Name of an Assize or Assize and likewise Yielding and paying all Borough Rents and all other Rents and Duties yearly to become due and payable out of the same during the said Term **And** the said William Palmer doth hereby for himself his Executors Administrators and Assigns and for every of them Covenant promise Grant and Agree to and with the said Heffees their Heirs Successors or Assigns and for every of them by these presents in manner and form following (that is to say) that he the said William Palmer his Executors Administrators and Assigns being Tenant or Tenants in possession of the said Demise or Dwellinghouse Courtyage or of any part thereof shall and will do suit and Service to all the Courts of Law of the said Heffees their Heirs Successors and Assigns which shall be holden within the parish of Colyton aforesaid upon reasonable Notice or Warning to him or them for that purpose given **And also** that he the said William Palmer his Executors Administrators or Assigns shall and will at all Times during the said Term hereby granted well and sufficiently repair uphold and keep all and singular the said Messuage and premises hereby demised in all and all manner of needful and necessary Reparations and Amendments whatsoever when and as often as need shall require And the said premises and every part and parcel thereof so well and sufficiently repaired uphold sustained and maintained as aforesaid in the End of the said Term shall and will leave and Yield up unto the Heffees their Heirs Successors or Assigns **And it shall so happen** that the said yearly Rent of Twelve Shillings or any part thereof shall be behind and unpaid in part or in all by the Space of Twenty Days next after any or either of the said Feasts or Days of payment whereon the same ought to be paid as aforesaid the same being lawfully Comanded and then not paid and no sufficient Distress or Distresses in or upon the said premises or any part thereof can or may be found for the levying of the same Rent together with the Arrearidges thereof if any shall happen to be **Or** if the said William Palmer his Executors Administrators or Assigns or any of them shall Wittingly do or suffer to be done in or upon the said Demise or Dwellinghouse Courtyage or any part thereof any Act or Acts Thing or Things whatsoever which shall or may be prejudicial to the Estate of Inheritance of the said Heffees their Heirs Successors or Assigns **Or** if the said William Palmer his Executors Administrators or Assigns shall do or Commit or suffer to be done or Committed any Manner of Waste Spoil or Destruction in or upon the said premises or any part thereof **Or** suffer the same or any part thereof to become Luminous or in Decay to the Value of Ten Shillings or above in any one Year during the said Term and shall not sufficiently Repair and amend the same within Six Months next after Notice given by the said Heffees their Heirs Successors or Assigns by their Bayliff or Bayliffs for the time being **That** the said William Palmer and from thenceforth for all any or either of the Causes aforesaid It shall and may be lawful to and for the said Heffees their Heirs Successors or Assigns and every of them into the said Demise or Dwellinghouse Courtyage or any part thereof to reenter and the same to have again Repossess and enjoy as in their first and former Estate any thing herein Contained to the contrary thereof in any wise notwithstanding **And** the said Sir George Young John Sampson John Sampson the Younger Samuel Sampson Thomas Drake Thomas Doakins and Philip Mitchell do for themselves severally apart and each one for himself and for his own Heirs Executors and Administrators only and not jointly Covenant promise and Grant to and with the said William Palmer his Executors Administrators and Assigns and to and with every of them by these presents that he the said William Palmer his Executors Administrators and Assigns and every of them by and under the Rents Covenants Reservations and Agreements aforesaid shall and lawfully may peaceably and quietly have hold possess and enjoy all and singular the said Demise or Dwellinghouse Courtyage and every part and parcel thereof with their and every of their Appurtenances (except before excepted) during the Term and Estate hereby granted determinable as aforesaid without any the Lawful Lett Suit Trouble Molestation Eviction or Denial of or by them the said Heffees any or either of them **In Witness** whereof the parties above named to these presents their Hands and Seals have hereunto Sett the Day and Year first above Written.

William Palmer



11/26

Sealed and Delivered  
 In the Presence of  
 Jane Grigg  
 Sam Palmer

August 10<sup>th</sup> - 1775

11/26

The Feoffees of Colyton } **Counterpart** of a lease of a  
 Dwellinghouse in Downton for a Term  
 of Thirty Nine Years Determinable  
 on the Deaths of three persons }  
 to  
 Mr. William Palmer }  
 Lives The Lessee aged ab. 37 }  
 Sarah Palmer his Wife 14 }  
 Jerom Maynard 7 }  
 Rent and Surrender 6. 6. 0  
 Yearly Rent 0. 1. 0  
 Heriott 0. 3. 4

