

Dated 12<sup>th</sup> Nov. 1903.

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The Chamber of Feoffees  
Colyton

\_\_\_\_\_ to \_\_\_\_\_  
Mr. Rich<sup>d</sup>. W<sup>m</sup>. Clapp

\_\_\_\_\_ Counterpart

**LEASE**

of a Messuage Shop, and  
premises situated in High  
Street Horiton. \_\_\_\_\_

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11/29



His Indenture made the twelfth day  
of November One thousand  
nine hundred and three Between ~~Henry de Spencer~~  
~~Kingdon~~ of Colyton in the County of Devon Esquire  
The Reverend Mamerto Queriz formerly Vicar of  
Colyton but now retired and residing at St. Mary Major  
Rectory Exeter Clerk in Holy Orders The Honourable  
Mark George <sup>Bar</sup> Rolle of Bictor in the County of  
Devon Frederick William Washington Kingdon  
of Colyton aforesaid Esquire and John Impery  
Scarborough of Colyford in the Parish of Colyton Esquire  
J. P. (all of whom constitute the Chamber of Feoffees  
in the Parish of Colyton) and are hereinafter called the  
Lessors) of the one part and Richard William Clapp  
of High Street Honiton in the County of Devon Grocer  
(hereinafter called the Lessee) of the other part  
Witnesseth that in consideration of the Rent herein  
after reserved and of the Covenants on the part of the Lessee  
hereinafter contained The Lessors hereby demise unto  
the Lessee His that Messuage or dwellinghouse and shop  
with the Garden and buildings thereto belonging situate  
in High Street in Honiton aforesaid and now in his occupation  
to hold the same unto the Lessee from the twentieth  
day of September One thousand nine hundred and two for  
the term of Twenty one years determinable nevertheless  
in manner hereinafter provided Heidung and Quintus  
therefor during the said term the yearly Rent of  
Twenty seven Pounds ten shillings by equal or  
quarterly payments on the twenty fifth day of December  
the twenty fifth day of March the twenty fourth day  
of June and the twentieth day of September in every  
year the first of such payments to be made on the  
twenty fifth day of December next And the Lessee hereby  
covenants with the Lessors in manner following (that  
is to say) That the Lessee will pay the Rent hereby  
reserved at the times and in manner aforesaid  
And will also pay all rates taxes and assessments  
whatsoever which now are or during the said term  
shall be imposed or assessed upon the said premises  
or the Landlord or the Tenant in respect thereof  
by Authority of Parliament Parochial Authority

or otherwise) (except the Landtax and Landlord's property tax) And will at all times during the said term keep in good and sufficient repair and in condition the inside of the said messuage and premises and the same in such repair and condition deliver up at the end of the Lease or And in particular will paint with two coats at least of good oil color, and in a proper and workman-like manner such parts of the inside of the said premises as have been usually painted once in every seven years of the said term the last or painting to be in the year immediately preceding or the determination of this Lease whether by effluxion of time or notice And will at the same time whitewash and colour such parts of the inside of the said premises as are usually whitewashed and coloured And also will permit the Lessors or their Agents with or without workmen and others twice in every year during the said term at convenient hours in the daytime to enter into and upon the said demised premises, and view and examine the state and condition thereof and of all such decays defects and wants of reparation as shall then and there be found or to give to the Lessee Notice in writing to repair and amend the same within three Calendar months then next following within which time the Lessee will or repair and amend the same accordingly And also will not at any time during the said term carry on or permit to be carried on any offensive or noxious trade or business upon the said premises And also will not assign underlet or part with the possession of the said premises or any part thereof without the consent in writing of the Lessors first had and obtained unless such consent shall be arbitrarily withheld or **Provided** always And it is hereby declared that if the Rent hereby reserved or any part thereof shall be in arrear for the space of twenty eight days next after any of the days whereon the same ought to be paid as aforesaid, whether the same shall or shall not have been legally demanded Or if the Lessee shall become Bankrupt or Insolvent or make any assignment for the benefit of his creditors Or if there shall be any

breach or nonperformance of any of the Lessee's Covenants or herein before contained Then and in any of the said cases it shall be lawful for the Lessors at any time thereafter into and upon the said demised premises or any part thereof in the name of the whole to reenter or and the same to have again repossess and enjoy as in their former estate **Provided** always And it is hereby declared that if the Lessors or the Lessee shall be desirous of determining this Lease at the end of the fourteenth year of the said term and of such desire shall give to the other or others six Calendar months previous notice in writing then and in such case at the end of such fourteen years the term hereby granted shall cease but subject to the rights and remedies of the Lessors for or in respect of any Rent in arrear or any breach of any of the Lessee's Covenants **And** the Lessors hereby covenant with the Lessee that the Lessee paying the Rent hereby reserved and observing and performing the Covenants and conditions herein contained and on his part to be observed and performed shall and may peaceably and quietly possess and enjoy in the said premises during the said term without any lawful interruption from or by the Lessors or any person rightfully claiming from or under them And also that the Lessors will during the said term keep the outside of the said messuage and premises in good substantial repair and condition And will once in every three years of the said term paint with two coats at least of good or oil colour in a proper and workmanlike manner the outside wood and ironwork of the said premises **Provided** always And it is hereby agreed and declared that if the said messuage and premises hereby demised or any part thereof shall at any time during the said term be destroyed or rendered uninhabitable by fire then and in such case the payment of the Rent hereby reserved or a proportionate part thereof according to the extent of the damage incurred shall be suspended until the said messuage and premises shall have been reinstated and again rendered fit for habitation And lastly it is declared that where the context or allows the expressions "the Lessors" and "the Lessee" used in these presents respectively include the parties hereto of

the one part and their successors in title and the said  
Richard William Clapp his executors, administrators and  
assigns *in witness* whereof the said parties to these or  
presents have hereunto set their hands and seals the  
day and year first above written

Signed Sealed and Delivered  
by the above named Richard  
William Clapp in the presence of

*R. W. Clapp*



*Lincol. Mortimer.*

*Solicitor. Colyton.*

Memorandum.

In the Lease handed to Mr. Clapp  
the attestation of execution by Mr.  
Kingdon includes "see Minute Book  
" 1<sup>st</sup> Oct 1903. F.M.K.K." -