

His Indenture

Made the Twentieth day of June in the seventh year of the reign of our most gracious sovereign Lord

James

by the grace of God King of England France & Ireland the Duke and Archduke Defender of the Faith etc

of Houghton in the said County of Devon weaver of tholter etc **Witnesseth** That the said Walter Yonge John Weston Robert Carpswell John Fede Robert Burcholle John Butter Hugh Newton Stephen Bude Symon Dye and John Markell yeomen possessed of the waste lands of Colton in the County of Devon of West etc And Laurence Browne of Houghton in the said County of Devon weaver of tholter etc **Witnesseth** That the said Walter Yonge John Weston Robert Carpswell John Fede Robert Burcholle John Butter Hugh Newton Stephen Bude Symon Dye and John Markell possessed afore said with the consent and assent of John Yonge Esquire Peter Blackaller gent John Ham George Macey John Burcholl William Harper William Murrell Walter Teape Gregorie Sampson John Fernaton and William Burcholle yeomen and the rest of the Tenant men of the foresaid waste of Colton Assent for a consideration of the sum of five pounds of good and lawful money of England unto the said possessed before named by the said Laurence Browne before expressing & delivring certain & true bills contented and paid whereof they the said possessed doe acknowledge the receipt by these parts As also for the said Laurence Browne hath surrendered and yielded upp unto the said possessed all such estate tenure and interest ad see the said Laurence Browne his executours & assignes or any of them hadd & might or ought to have hadd of a m the tenement & Curtilage hereafter mentioned **To have demised** Granted and to have letten And by these parts doe demise grant and to have lett unto the said Laurence Browne his executours & assignes All that one tenement and the Curtilage therunto adjoininge and appertayninge with the appurtenances containinge by estimation a quarter of a Bocheburg acre bee it more or less Situate lyinge and beinge within the waste and Bournes of Houghton afore said in the said County of Devon betwene other lands of the said possessed none in the tenure of one Michael Gallows, his assigne or assignes in the east a Part lane betwene the south the lands of one George Smyth Knight on the west and the Kinge high waye or Streete there on the north and none in the use and occupation of the said Laurence Browne **Except** and alwayse respected out of this demise and graunt unto the said possessed their heirs and assignes free libertie of ingress egress and regress at any convenient tyme & tyme into upon and from the premises for the vicinage and serviceing of the same **To have and to hold** all the said Tenement and Curtilage with their appurtenances (except before excepted) unto the said Laurence Browne his executours and assignes from the date of these parts unto the end and terme and for and duringe the full tyme and terme of fower score and sixteene yeeres next and immediately followinge fully to be compleite expired and ended if the said Laurence Browne Robert his wife and Robert Browne their sonne or any one of them shall happen so longe to live **Yieldinge** and payinge therefore yearlye duringe the said terme unto the said possessed their heirs and assignes the yearlye rente of twelve shillings of good and lawful money of England on the fower most usual feasts in the year that is to saye the feastes of the nativite of John Baptist the Michaelmas the Whitsun of our Lord God and Thanniarion of the blessed Virgyn Marie by even and equall portions **And also** yieldinge and payinge unto the said possessed their heirs and assignes after the death surrender forfeiture or other lawful determination of the estate and interest of the said Laurence Browne and of every his executours and assignes or assignes of and in the premises beinge Tenant or Tenants in possession thereof by virtue of these parts the sume of three shillings and fower pence of lawful money of England in the name of a heriot or heriotage **And** the said Laurence Browne his executours administrators & assignes and every of them beinge Tenant or Tenants in possession of the premises by virtue hereof shall doe suite to all the Courts of Emery of the County of Devon named possessed their heirs & assignes wch shall be holden within the waste of Colton & about said ad other their Tenants of the said waste lands have don and ought to doe upon reasonable warninge to him or them given **And** the said Laurence Browne for himselfe his executours administrators and assignes and for every of them doe solemnlye promise and agree to & with the said possessed their heirs and assignes and to and with every of them by these parts That he the said Laurence Browne his executours administrators & assignes & every of them beinge Tenant or Tenants in possession of the premises by virtue of these parts shall & will at his & their owne cost and charges wch & sufficientlie repaire uphold sustaine and maintayne all & singular the said demised premises and every of and wch thereof as well as hedges ditches & fences and all other needfull & necessarye reparations when and as often as neede shall require duringe the said terme And the same premises and every of and wch thereof so well and sufficientlie repaire upholden sustaine and maintayned in all thinge as afore said in the end of the said terme shall and will leave and yield upp unto the said possessed or the Jurors or Jurors of them their heirs or assignes **And also** that he the said Laurence Browne his executours administrators or assignes or any of them shall not willinglye committe or doe nor consent to be committed or don any waste spoile or destruction in to or upon the premises or any of the premises **And** if it shall happen the said yearlye rente of twelve shillings of lawful money of England to be behind unpaid in all by the space of one quarter of a yeere next after any of the foresaid feasts in wch ad is afore said it ought to be paid the same beinge lawfullye demanded and then not paid and no sufficient distress in or upon the premises in the meantime tyme can or maye be founde for the levyinge of the same rent so beinge behind with recoverage thereof (if any shall happen to be) and also of such service ad by virtue hereof shall growe due or payable **Or** if the said Laurence Browne his executours administrators or assignes or any of them shall committe or doe or consent to be committed or don any voluntarie or wilfull waste spoile or destruction in or upon the premises or any of the premises to the value of five shillings or upwards and shall not make double satisfaction for the same unto the said possessed their heirs or assignes within foure daies next after notice hereof given **Or** if the said Laurence Browne his executours administrators or assignes or any of them do or shall committe or suffer the premises or any of the premises to be ruynd and in decaie to the value of twenty shillings or upwards and shall not sufficientlie repaire and amende the same within one halfe yeere next after warninge hereof to him them or one of them wch shall be then Tenant to the premises) given or to be given by the said possessed their heirs or assignes or one of them **Or** if the said Laurence Browne his executours administrators or assignes or any of them shall assigne or sett over the said premises or any of the premises to any person or persons whatsoever other then to the said Alice his wife and Robert Browne their sonne or one of them or any other the child or children of the said Laurence Browne without the consent & goodwill of the foresaid possessed their heirs or assignes and of the said Tenant men or their Successors or the more part of them hereunto first hadd and obtained in writinge under their hands That then for every or any of the causes afore said this demise and graunt and the same herebye limited shall cease determine and be void And then and from henceforth for all or any the said causes it shall and maye be lawful to and for the said possessed their heirs and assignes and every of them into all and singular the said demised premises with their appurtenances to rente and let the same to have againe rejoyne and enjoye as in their first and former estate These Indentures or any thinge therein contained to the contrary hereof in any wise notwithstandinge **And** the said Walter Yonge John Weston Robert Carpswell John Fede Robert Burcholle John Butter Hugh Newton Stephen Bude Symon Dye and John Markell possessed afore said and their heirs and assigns by these parts demised and every of and wch thereof with their appurtenances (except before excepted) unto the said Laurence Browne his executours and assignes in manner & forme afore said and under the Rent hereof set forth and agreed before expressed and reserved **And** against the high lords of the fee of the premises for all the said parts **And** against the high lords due or to be due and payable for the same premises **And** also against the said possessed their heirs & assignes and every of them shall and will warrant argue and defend by these parts duringe the foresaid terme **And** alwayse that these parts nor any thinge therein contained shall extend or be extended to bind or charge the said Walter Yonge John Weston Robert Carpswell John Fede Robert Burcholle John Butter Hugh Newton Stephen Bude Symon Dye and John Markell or their heirs nor any of them wch any further or other graunt or warrantye then onlie charge of them themselves and his heirs and all & every person & person clayminge under him and not otherwise **In witness** whereof the parties above said to these parts Indentured interchangablye gave putt their hands and sealed **Witness** the date and year first above written. *Imoz. Diu. Chri. 1612.*

Signe Laurence Browne

EB

Signed Seales & blisid
in the year of

Simon Ropington

Vincolas Salter

Teste me Petro Bagwell



16 Junio 1612

Leases of Honyton lands that
are surrendered or expired.

Honyton

Howsbury Parke

11/4

Expired

James Bagwell