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His Indenture

Made the Twentieth daie of June in the Sixth yere of the raigne of our Sovereigne Lord Charles by the grace of God King of England

Scotland ffraunce & Ireland, Defender of the Faith or **Witnesseth** that the said

of the parish lands of Colton in the County of Devon of these parts, And **Witnesseth** that the said
Walter Yonge, Robert Gauswell, John Peede, Hugh Newton & Simon Dye **Witnesseth** that the said
gentlemen, Francis Bagwell, Ralph Deape, Edward Holwell, Walter Marty, John Newton of Truington, Thomas Bernard & William Storken of Walsgrove women, Twentie
men of the said parish of Colton, as well for & in consideration of the sum of thirtie pounds six shilling & eight pence of lawful money of England unto the said **Witnesseth** before named
by the said **Witnesseth** before the said **Witnesseth** well & truly contented & paid, the receipt whereof they the said **Witnesseth** do hereby acknowledge, Also for that
the said **Witnesseth** hath surrendered & yielded by unto the said **Witnesseth** all such estate lands & interest as hee the said **Witnesseth** his executor & assigns or any of them had,
and might or ought to have had of & in the Tenement or dwelling house and the backhouse rutilage garden & backside and pte of meadow ground hereafter mentioned, w^{ch} was
for many yeres yet continuing deturpnally upon the death of him selfe the said **Witnesseth**, **Witnesseth** demised granted and to ffraunce letter, and by the said **Witnesseth** do demise

the rutilage garden & backside here unto adjoining & belonging with their appurtenance, containing by estimation a quarter of a Burovnt-acre of land bee it more or less or situate lying and
being within the parish & Burrough of Truington aforesaid in the County of Devon, and now in the use & occupation of the said **Witnesseth** or of his assignee or assignees tenant or tenants,
And also all that one pte of meadow ground with appurtenance lying & being within the same Burrough & parish of Truington aforesaid in the County of Devon containing by estimation
halfe an acre of land bee it more or less now also in the use & occupation of the said **Witnesseth** or of his assignee or assignees tenant or tenants (except and always reserved out of
this demise & grant unto the said **Witnesseth** their heirs & assigns free libertie of ingress egress & regress all any way or wayes into upon & from the premises for the carrying
and carrying of the same and any goods thereof) **Witnesseth** to have and to holde all the said Tenement dwelling house outhouse rutilage garden backside & pte of meadow
ground with their appurtenance (except before excepted) unto the said **Witnesseth** his executor & assigns from the daie of the date of this pte unto the end & terme and for & during the full terme
and terme of ffraunce & Normandie yeres full to be completed & ended & ended of the said **Witnesseth**, Thomas **Witnesseth** his sonne, and William **Witnesseth** sonne of John **Witnesseth** deceased late brother
of the said **Witnesseth** or either or any one of them shall happen so longe to live: **Witnesseth** and paying therefor yearly during the said terme unto the said **Witnesseth** their heirs & assigns
the yearly rent of ffraunce ten shilling of lawful money of England, at the fower most usual feasts in the yere, that is to saye, the feasts of the nativite of St. John the Baptist, St. Michael
the Archangell, the Birth of our Lord Christ and Anniverarie of the blessed Virgin Mary by equal & even portions: And also yielding & paying unto the said **Witnesseth** their heirs & assigns
after the death surrender for future or other lawful determination of the said **Witnesseth** and of any his executor & assignee or assignees of & in the premises being tenant
or tenants in possession hereof by virtue of this pte, the sume of ffraunce shilling of lawful money of England in the name of a haucott or ffraunce: And also shal be suite to all the counts
of shire of the said **Witnesseth** their heirs & assigns w^{ch} shal be holden within the parish of Colton aforesaid upon reasonable warning given: And the said **Witnesseth** for himselfe his
executor & administrators do hereby promise & agree to & with the said **Witnesseth** their heirs & assigns by this pte, that hee the said **Witnesseth** his executor & administrators & assigns & any
of them being tenant or tenants in possession of the premises by force hereof, shal & will at his & their owne cost & charges well & sufficientlie repair uphold sustayne & maintainyn all & singular
the said demised premises & any pte & pte thereof as well in houses walled timbering and robbing as in feldes dikes & fowes & all other needfull & necessary repairs
repairs & amends the same during the said terme, And the same premises & any pte thereof so well & sufficientlie upholden sustayned & maintainyn in all things as aforesaid in the hands of the said **Witnesseth** &
shal & will leave & yield by unto the said **Witnesseth** or the executor or administrators of them their heirs or assigns; And also that hee the said **Witnesseth** his executor & administrators or assigns
or any of them shal not with right comitt or doe nor consent to be comitted or done any wast spoile or distruction in, to, or upon the premises or any pte thereof: And if it shal happen
the said **Witnesseth** rent of ffraunce ten shilling to be behind & unpaid in yte or in all by the space of one quarter of a yere next after any of the foresaid feasts in w^{ch} it is aforesaid it ought
to be paid, the same being lawfull & demanded & then not paid, and no sufficient distress in or upon the premises in the means tyme ran or may be found for the lobyng of the same rent so
being behind with forfeiture hereof (if any shal happen to be) and also of such forfeiture as by force hereof shal growe due or payable: And if the said **Witnesseth** his executor
admiror or assigns or any of them shal wilfully doe or by his or their assent or procurement suffer to be done any act or acte, thing or thinge wastfull or unprofitable, w^{ch} shal or maye tend
or bee to the prejudice hurt or disservice of the said **Witnesseth** their heirs or assigns of the said premises or any pte thereof: Or if the said **Witnesseth** his executor & administrators or assigns
or any of them shal comitt or doe or consent to be comitted or done any voluntarie or wilfull wast spoile or distruction in or upon the premises or any pte thereof to the value of ffraunce
repairs, and shal not make double satisfaction for the same unto the said **Witnesseth** their heirs or assigns within fortie daies next after notice hereof given: Or if the said **Witnesseth** his
executor & administrators or assigns or any of them do or shal comitt or suffer the premises or any pte thereof to be raynured or in decay to the value of ffraunce shilling or upwards, and shal not sufficientlie
repair & amend the same within one full yere next after warning hereof to him, them or one of them (w^{ch} shal be then tenant to the premises) given or to be given by the said **Witnesseth** their heirs
or assigns or one of them: Or if the said **Witnesseth** his executor & administrators or assigns or any of them shal assigne or sell over the said premises or any pte thereof to any person or persons
whatsoever, other then to the said Thomas **Witnesseth** & William **Witnesseth** or one of them, or any the child or children of the said **Witnesseth** or of the said Thomas **Witnesseth** or
William **Witnesseth**, or to his or any of their wife, or to or for the use of any woman that shal be the wife of the said **Witnesseth** or Thomas **Witnesseth**, without the consent of the said **Witnesseth** their heirs or
assignes of the said Twentie men or their successors or the more pte of them hereunto first had & obtained in writing under their hands, that then for every or any of the causes aforesaid, it shal and
maye be lawfull to & for the said **Witnesseth** their heirs & assigns & any of them into all & singular the said premises with their appurtenance to reventer, and the same to have againe repossessed & enjoye as in
their first or former estate: This Indenture or any thing herein conteyned to the contrary in any wise notwithstanding: And the said Walter Yonge, Robert Gauswell, John Peede, Hugh
Newton & Simon Dye the said **Witnesseth** aforesaid and their heirs & assigns all the foresaid premises before in this pte mentioned to be hereby demised and any pte & pte thereof with their appurtenance (except
before excepted) unto the said **Witnesseth** his executor & assigns in manner & forme aforesaid, and under the rent hereof to be demised and under the rent hereof to be demised & agreed
against the said **Witnesseth** of the pte of the premises for all receipt rente to him to be due or payable for the same, Also against themselves the said **Witnesseth** & their heirs & assigns shal and
will warrant acquite & defend by this pte during the said terme: Provided always that the said **Witnesseth** nor any thing herein conteyned shal extend or bee extended to bind or charge
the said Walter Yonge, Robert Gauswell, John Peede, Hugh Newton & Simon Dye, or their heirs nor any of them, with any fault or other ground or warranty then only doct of them
himselfe & his owne heirs and all & any person & persons claiming under him and not otherwise: **Witnesseth** whereof the said **Witnesseth** have and to this Indenture interchangingly
put their hands & seals the daie & yere first above written: 1630.

Walter Yonge

Antwerp die
C

Soald & deliv'd to Peter Dagnell
to buye of the Apples w^{ch} he nam'd
in the last of.

Test me Johⁿ Barke
Peter Bagwell

Margal Staps last,
20 June 1630

Sonyson
Expird

11/7

