

# His Indenture

made the thirtieth Day of February in the year of our Lord one thousand eight hundred and twelve **BETWEEN** The Right Honorable Sir George Yonge Knight and Baronet The Right Honorable John Lord Rolle Baron Rolle of Stevenstone in the County of Devon John Sampson Esquire Richard Hothershall Kntt John Richard Nooster Esquire Rowland Jugeon Esquire Drake and Samuel Palmer Gentlemen surviving Feoffees of the Parish Lands of Colyton in the County of Devon of the one part and Thomas Gamble Esquire of Colyton aforesaid of the other part **WITNESSETH** that the said Sir George Yonge John Lord Rolle John Sampson and George Bartlett of Colyton in the County of Devon of the one part and the said Thomas Gamble of Colyton aforesaid of the other part

Richard Hothershall Kntt Richard Nooster Esquire Rowland Jugeon Esquire Drake and Samuel Palmer for and in Consideration of the Yearly Rents and of the Covenants and Agreements hereinafter contained on the Part and Behalf of the said Thomas Gamble their Executors and Administrators to be performed **DO** and each and every of them **DO** and each and every of them **DO** Demise and Lease unto unto the said Thomas Gamble their Executors and Administrators **DO** these several Acres Pieces and Parcels of Land Meadow and Pasture situate lying and being in the Parish of Colyton aforesaid containing by Estimation twenty Acres by the same more or less late in the Possession of William Cox as Tenant to the said Feoffees together with all Ways Paths Passages Waters Watercourses Lawmotes Profits Commodities Advantages and Appurtenances whatsoever to the said Premises belonging except and always reserved out of this present Demise and Lease unto the said Feoffees their Heirs Successors and Assigns All and all Manner of Timber Trees Young Imps and Saplings of what Nature and Kind soever now standing growing or being or which shall hereafter stand grow or be on the said Demised Premises or any Part thereof with free Liberty to and for the said Feoffees their Heirs Successors and Assigns and their Bailiff or Bailiffs for the time being and at all times during the Term hereby granted to enter into and upon the said Premises and every part thereof to fell cut down root up and carry away the said excepted Trees in such Manner as they shall think proper And also Licely for the said Feoffees their Heirs Successors or Assigns or their Bailiff for the time being to enter into and upon the said Premises or any Part thereof at all times during the said Term to view the said Premises and repair the same when they shall think proper **BEHARRING** Hold the said Premises hereby demised with the Appurtenances (except as before excepted) unto the said Thomas Gamble their Executors and Administrators from the twenty fifth Day of March next for and during and unto the full end and Term of nine Years thence next ensuing and fully to be complete and ended **RENTS AND PAYMENT** therefore Yearly and every Year <sup>during the said Term</sup> unto the said Feoffees their Heirs Successors or Assigns the yearly Rent of seventy eight pounds of good and lawful Money of Great Britain by four equal Quarterly Payments or four of the most usual Feasts or Days of Payment in the Year (that is to say) Midsummer Michaelmas Christmas and Lady Day the first Payment thereof to begin and be made at Midsummer next ensuing the Date hereof **AND** the said Thomas Gamble and he here by themselves their Executors and Administrators covenant promise and agree to and with the said Feoffees their Heirs Successors and Assigns in manner following that is to say that by the said Thomas Gamble Executors or Administrators shall and will yearly and every Year during the said Term well and truly pay or cause to be paid unto the said Feoffees their Heirs Successors or Assigns the said Yearly Rents above reserved at the Days and Times and in Manner and Form aforesaid according to the purport true Intent and Meaning of these presents **AND ALSO** shall not nor will at any Time during the said Term plough break up or convert to Tillage the Close called Moryhays the Meadow adjoining Marts Marsh nor Scaton Lane Close under the Penalty of twenty pounds an Acre and so in proportion to every part of an Acre thereof and which said increased Rent of twenty Pounds an Acre shall be paid yearly and every Year by Quarterly Payments from the Time the same shall be so broken up unto the End of the said Term the first Payment to be made on the Quarter Day not after the same shall be so ploughed or broken up **AND ALSO** shall bring into and upon each and every Acre and so in proportion to every Part of an Acre of the said Premises that shall be ploughed or converted to Tillage and within six months next before the sowing thereof other fifteen Hogheads of good red burnt Stone Lime or one hundred and twenty Stems of good rotten Dung and manure and spread abroad the same thereon in a good husbandlike Manner and may have and take in respect of such Dressing two Crops of Corn or Grain and no more the first to be Wheat and the other Barley or Oats and shall sow with such second Crops eight Bunches of good Clover and two Pecks of Vetch or Trefoil Grass Seeds according to the Rules of good Husbandry and shall not break up or prepare the said Premises again for Tillage within two Years next after the same shall be so sowed nor before the same shall be again dressed manured and managed in manner as aforesaid **AND ALSO** shall top lop or pare any Maiden Tree or Trees on the said Premises at any Time during the said Term nor top the Pollard Trees nor cut any Hedge or other Wood under seven Years Growth and as much as can be in preparation one Year with another and at no other Time but when the Hedges where the same Wood shall be cut be new made and dyked in a good husbandlike Manner under the Penalty of ten shillings for every Rope of Hedge that shall not be so new made and dyked **AND ALSO** shall keep the Dwellinghouse Outhouses Hedges Ditches Fences Gates Piers and Posts of the said Premises in good repair during the said Term and so leave the same at the End thereof **AND ALSO** shall not carry off the said Premises in any Hay Straw Dung Compost or Soil that shall grow wise or be made thereon during the said Term but shall use and expend the same on the Pasture Ground and Orchards of the said Premises in a good husbandlike Manner **AND ALSO** shall pay and discharge the Land Tax Church and Poor Rates and all other Rates Taxes and Outgoings whatsoever wherewith the said Premises shall or may be charged or chargeable during the said Term **AND ALSO** shall keep the said Orchard full planted with good young apple Trees of the Value of five shillings each and preserve the same from being injured by Cattle or otherwise and shall not stock the said Orchard at any Time with Bullocks or Sheep **AND ALSO** shall not set assign or otherwise dispose of the said Premises or any part thereof to any person or persons whatsoever without the Consent of the said Feoffees their Heirs Successors or Assigns except the Cottage and Garden part of the said Premises adjoining the Road leading from Colyton to Mill Head **AND ALSO** shall from time to time and as often as he shall be guilty of any breach of Covenant herein contained and shall not repair the same within a reasonable Time next after Notice given him for that purpose pay or cause to be paid unto the said Feoffees their Heirs Successors and Assigns or their Bailiff or Bailiffs the sum of ten shillings for every such breach of Covenant and which shall be paid by the said Thomas Gamble the next Quarter Day after the Breach shall be so done or mended and if the said Thomas Gamble their Executors or Administrators shall refuse or neglect to pay unto the said Feoffees their Heirs Successors or Assigns or their Bailiff for the time being such sum and some of money so to be laid out in repairing such Breach of Covenant on demand that then the said Feoffees their Heirs Successors or Assigns shall and may distrain the Goods and Chattels of the said Thomas Gamble their Executors or Administrators to be found on the said Premises for levying thereof together with such other arrears of Rent as may be then due **REPROVIDE HOWEVER** and these presents are of this Condition that if the said Thomas Gamble their Executors or Administrators do not pay the Rents herebefore reserved to the said Feoffees their Heirs Successors or Assigns or their Bailiff or Bailiffs at any Time during the said Term or if the said Thomas Gamble their Heirs Successors or Assigns or their Bailiff or Bailiffs shall at any Time during the said Term become bankrupt or otherwise be dissolved **THEN** and from thenceforth for all and every of the Causes aforesaid it shall and may be lawful for the said Feoffees their Heirs Successors or Assigns and every or any one of them into the said demised or any part thereof in the Name of the whole to reenter and the same and every part thereof to have again repaired and enjoy as in their first and former Estate any thing herebefore contained to the contrary notwithstanding **WITNESSETH** whereof the said Parties to these presents their Hands and Seals have hereunto set the Day and Year first above written

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John Rolle, John Sampson, Richard Hothershall, John Richard Nooster, Rowland Jugeon, Drake, Samuel Palmer, Thomas Gamble, George Bartlett

Sealed and delivered by  
the within named Samuel  
Coburn and Thomas Jones  
in the presence of

Elizabeth Ann Brewer

Sealed and delivered by the  
within named Richard West,  
Thomas and George Bartlett  
in the presence of

Sealed and delivered by the within named  
Lord Rolle John Sampson and Richard H. Mansel  
Hallett in the presence of

George Major

Sealed and delivered by the within  
named Clement Drake in the presence of

John Morgan



13<sup>th</sup> Feb 1872

The Trustees of Colyton

Mr Thomas Lane  
and

Mr George Bartlett

Lease of the Estate at  
Colyton for seven years  
from Lady Day 1872

Yearly Rent £78.00

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