

Charity Commission

In the Matter of the Parish Lands Charity in the
Parish of Colyton in the County of Devon; and
In the Matter of "The Charitable Trusts Acts, 1853 to 1894"

The Board of Charity Commissioners
for England and Wales upon the application of the
Trustees of the above mentioned Charity Do Authorize
the said Trustees within the space of six calendar months
from this date to grant and execute the intended
Lease of part of the estate of the said Charity upon the
engrossment whereof this order is written and a copy
whereof identified by the Official Seal of the said Board
and by the number 16073 is deposited in their Office.

Sealed by order of the Board this First
day of December One thousand nine
hundred and eleven.



Henry W. T. Bowyer

Secretary

Dated 2nd Decr 1911

The Trustees of the
Parish Lands Charity

to
Mr H. Sweetland

Counterpart

Lease
of

Cornells Coyton
Devon

27920

be

28 Nov 1911

v
57-
v

SOLD BY
WATERLOW BROTHERS
AND
LAYTON, LIMITED.
Law Stationers, Lithographers,
PRINTERS, &c.
BIRCHIN LANE,
LONDON.

This Indenture



made the ^{second} day of December
 one thousand nine hundred and eleven ^{Between} John
 White The Reverend George Edward Francis
 Molineux, John Follett, George Warry Bull
 Frederick Hann, John Zealley, Francis Stokes
 Ernest Alfred Loveridge, William White
 Board, George Sprague, Edward Henry
 Cuming, William Joseph Summers and
 George Harry Smith all of Colyton in the County
 of Devon being Trustees of the Parish Lands Charity and a
 majority of those present on the eighth day of
 August last at a Meeting of the said Trustees duly
 constituted, and voting on the question of this Lease
 (hereinafter called the Lessors) of the one part and
 Harry Sweetland of Higher Cornhoyne Colyton
 aforesaid Farmer (hereinafter called the Lessee) of the
 other part **Witnesseth** that in consideration of the
 rents herein after reserved and of the covenants on the
 part of the Lessee hereinafter contained the Lessors
 hereby demise unto the Lessee **And** those Closes of
 arable and pasture land known as "Cornells" situate
 in the Parish of Colyton aforesaid and containing a
 thirty two acres and twenty nine perches or thereabouts
 together with the Cattle and Implement Sheds thereon
 and recently occupied by John Dommell Except and
 reserving all timber and other trees pollards and
 Saplings and all mines and minerals and quarries
 with free liberty of ingress egress and regress for the
 Lessors their Agents and Workmen with or without
 horses and carts into upon and from the said premises
 to fell root up and remove any trees pollards and
 saplings to open and work any mines or quarries and
 inspect the said premises and for all other reasonable
 purposes And also except and reserving to the Lessors
 and their Licensees the right of fishing and full liberty
 of ingress egress and regress for the enjoyment thereof
To hold the same unto the Lessee from the twenty ninth
 day of September one thousand nine hundred and eleven
 for one whole year and so on from year to year
 determinable at the end of any year by a year's notice
 to quit given in writing by either party **Yielding** and
paying therefor during the tenancy the yearly rent
 of Fifty pounds by equal quarterly payments on the
 usual quarter days the first thereof to be made at

Christmas next **And also** Yielding paying in like manner at the times aforesaid the further yearly rent of Twenty pounds for every acre and so in proportion for a less quantity of the meadow or pasture land hereby demised which shall be broken up or converted into tillage or **And** the Lessee hereby covenants with the Lessors that he the Lessee will during the tenancy pay the said yearly rent hereby reserved at the times and in manner aforesaid free of all deductions whatsoever (the Land tax Landlords property tax and Tithe Rent Charge only excepted) **And also** (if the same shall become payable) the said additional rent hereby reserved **And also** will pay all rates taxes assessments and impositions whatsoever whether parliamentary parochial or otherwise which during the tenancy shall be rated charged or imposed upon the said premises or the Lessors or the Lessee in respect thereof (Land tax Landlords property tax and Tithe Rent Charge only excepted) **And** will not break up or convert into tillage any of the meadow or pasture land or without the written consent of the Lessors **And** will keep the land clean and free from weeds and the hedges and ditches properly trimmed and cleaned **And** will manage and cultivate the whole Farm in a good and husbandlike manner and leave the same in good heart and condition **And** will permit the Lessors their agents or licensees to enter upon the said premises in accordance with the reservations hereinbefore contained **And** will not assign underlet or part with the possession of the said premises or any part thereof without first obtaining the written consent of the Lessors **Provided always** and these presents are upon this express condition that if and whenever any part of the said yearly or additional rents shall be in arrear for twenty one days whether the same shall have been legally demanded or not or if the Lessee shall become bankrupt or insolvent or shall make any assignment or composition for the benefit of creditors or if there shall be any breach or nonperformance of any of the Lessee's covenants herein contained then and in any of the said cases it shall be lawful for the Lessors to reenter upon any part of the said premises in the name of the whole and thereupon the

tenancy shall absolutely determine but without prejudice
to the then accrued rights or claims of the Lessors And the
Lessors hereby covenant with the Lessee that they
will during the tenancy pay the Land tax Landlords
property tax and Tithe Rent Charge in respect of the
said premises and will keep the gates and sheds
in good repair and condition and that the Lessee
paying the said rent and observing and performing
the covenants on his part herein contained shall be
peaceably and quietly possess and enjoy the said
premises during the tenancy without any lawful
interruption from or by them or any person or
rightfully claiming under them **Witness**
whereof the said parties to these presents have
hereunto set their hands and seals the day and
& year first above written //

Signed Sealed and Delivered }
by the Lessee in the presence } Harry Sweetland
of

James Mortimer

Solicitor Colyton