

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

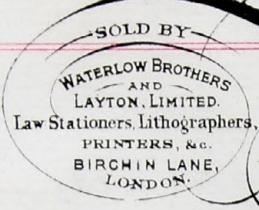
to
Mr H. Sweetland

Counterpart
Sease
of
Cornells Colyton
Devon.

27920

6e

28 Nov 1911



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 Harry Bell
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 Sweetlands of Higher Combehayne Colyton
aforesaid Farmer herein after 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 herein after contained the Lessors do
herby demise unto the Lessee **all** those Closes of
arable and pasture land known as "Combeys" 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 Pommell 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 soon from year to year
determinable at the end of any year by a years 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
or pasture land hereby demised which shall
be broken up or converted into tillage &c
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 Landlord's 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 Landlord's property tax and Tithe rent Charge
only excepted) And will not break up or convert
into tillage any of the meadow or pasture land &
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 non performance
of any of the Lessee's covenants herein contained then
and in any of these 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 dues and performing
the covenants on his part herein contained shall
peaceably and quietly possess and enjoy the said
premises during the tenancy without any lawful
interruption from or by them or any person
rightfully claiming under them ~~Witnesses~~
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.