

His Indenture

made the first day of May in the first and twentieth year of the reign of our Sovereign Lord Charles the second King of England. And in the year of our Lord God one thousand five hundred seventy and three. **Between** Robert Farrant, Peter Blackallor, Richard Newton, Francis Baynill, Peter Coten, Phillip Mitchell, John Hallon, John Whiter, John Basleigh and Peter Seller Officers of the gish lands of Colyton in the County of Devon of the one part And George Barber of Broomton in the County of Dorset Clerk of the other part. **Whose self** that the said Robert Farrant, Peter Blackallor, Richard Newton, Francis Baynill, Peter Coten, Phillip Mitchell, John Hallon, John Whiter, John Basleigh and Peter Seller by and with the consent and assent of the twenty men of the gish of Colyton aforesaid as well for and in consideration of the sum of one hundred and forty pounds of lawful money to them the said Officers (or some of them) well and truly paid all and before the sealing and delivery hereof by the said George Barber the receipt whereof is hereby acknowledged, as also for and in consideration of the yearly rent hereafter in and by these presents mentioned and reserved to be paid to the said Officers or their assigns **have** demised, leased, granted, and to have and hold unto the said George Barber All that Messuage and tenement at Hampton in the said gish of Colyton in the County of Devon aforesaid town or place called or known by the name of White's tenement: together with all houses outhouses gardens orchards and several plots or parcels of land and pasture to the said Messuage and tenement: together with and in anywise appertaining unto the said premises now or in the use or occupation of the said George Barber his assigns or assignees except and always reserved out of this present demise and grant unto the said Officers their heirs and assigns all the tithes now growing or being or to be hereafter shall grow or be in and upon the premises or any part thereof in full liberty to and for the said Officers their Bayliff or Bayliffes servants or servants to view full till downe and carry away the same at his and their will and pleasure during the term only excepted and excepted before (except before excepted) unto the said George Barber his executor and assigns immediately from and after the third day of May last past the date hereof for and during the full term and term of years hereinafter mentioned and fully to be computed expired and ended if he the said George Barber and Elizabeth Barber and Sarah Barber his daughters or any or either of them for long or short shall happen for long or short. **years** and paying therefor yearly and every year during the said term unto the said Robert Farrant, Peter Blackallor, Richard Newton, Francis Baynill, Peter Coten, Phillip Mitchell, John Hallon, John Whiter, John Basleigh and Peter Seller Officers aforesaid and to their Executors and assigns the sum or yearly rent of five pounds of lawful money of England on the first day of November and on the third day of May by even and equal parts. **And also** the said George Barber give to these presents his executor and assigns and every of them being executor or assignee possession of the premises by force hereof shall doo site to all the debt of Survey of the said Officers their heirs and assigns in the gish of Colyton aforesaid as other their debt of the said gish lands have done or ought to doo upon reasonable warning to him or them given. **And** the said George Barber for himself his executor and assigns and for every of them doth consent and grant to and with the said Robert Farrant, Peter Blackallor, Richard Newton, Francis Baynill, Peter Coten, Phillip Mitchell, John Hallon, John Whiter, John Basleigh and Peter Seller their heirs and assigns and to and with every of them by these presents that he the said George Barber his executor and assigns shall and will all his and their own expenses to doo and charges well and sufficiently repair up hold and maintain all and singular the said demised premises and every part thereof in building, timbering, thatching, covering and all and all manner of other needfull and necessary reparations whatsoever when and as often as need shall require during the said term. **And** in the end of the said term the same premises so well and sufficiently repaired shall and will leave and yield up unto the hands and possession of the said Officers their Executors or assigns. **But** if it shall happen that the said yearly rent of five pounds of lawful money of England shall be behinde and unpaid in whole or in part by the space of one and twenty days next after any of the said days of payment in wherof is aforesaid it ought to be paid the same being lawfully demanded and then not paid and not sufficiently satisfied in or upon the premises in the mean tyme or may be found for the levying of the said rent for being behinde in wherof is aforesaid. **Or** if the said George Barber his executor and assigns or any of them shall willingly doo or by his or their assent or connivance suffer to be done any act or acts, thinge or thinges whatsoever which shall or may tend or be to the prejudice, hurt, or disinheritance of the said Officers their heirs or assigns of the said premises or any part thereof. **Or** if the said George Barber his executor and assigns or any of them shall assigne or sell over the said premises or any part thereof or alien sell or convey his or their estate title or interest of in or to the same or any part thereof to any person or persons whatsoever other than the wife, child or children of the said George Barber without the consent and goodwill of the said Officers their heirs or assigns or the most part of them then or first had and obtained in writing under their hands. **That** then for every or any of the causes aforesaid this present demise and grant and the term hereby limited shall cease determine and be void. **And** then and from thence forth for all or any of the said causes it shall and may be lawfull to and for the said Officers their heirs and assigns and every of them into all and singular the said demised premises with their appurtenances to reenter and the same to have againe, receive and enjoy as in their first and former estate, these presents or any thing therein contained to the contrary thereof in anywise notwithstanding. **And** the said Robert Farrant, Peter Blackallor, Richard Newton, Francis Baynill, Peter Coten, Phillip Mitchell, John Hallon, John Whiter, John Basleigh and Peter Seller Officers aforesaid and their heirs all the aforesaid premises by these presents demised and every part thereof with appurtenances (except before excepted) unto the said George Barber his executor and assigns in manner and form aforesaid and under the rents, services, conditions and covenants before expressed and reserved as well against the high Lords for all high rents, suits and services as also against themselves the said Officers and their heirs and assigns and every of them shall and will warrant, acquit and defend by these presents during the said term. **In witness** whereof the parties abovesaid have to these presents interchangeably set their hands and seals the day and year first abovesaid. 1673.