

**Willelmus**  
**et Henricus**

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made the five and twentieth day of May in the Eighth year of the Reigne of our Sovereign Lady **Elizabethe** by the grace of **GOD** of Great Brittain, France and Ireland Queen Defender of the faith etc. **Between** **William Drake** by **Thomas Marwood** gent **Francis Pratt** Francis Dagnest **Allen Abbott** **Hughard Norton** **Phillip Milled** and **John Reed** by and with the general consent and appointment of **William Drake** knight and **Baronett** **John Darrell** Esq. **James Marwood** **Robert Marwood** **Elephant** **Abbedage** and **Mattew Darrell** gent. **John Doolittle** **Juliard** **Luas** yeomen, or the most part of them, they being the surviving and remaninge part of the Twenty men of the said parish of Colyton for the time being, chosen and selected for and assistants in the said Court, for and in consideration of the surrender of a former lease of ninety nine years, made by **Joseph Collier** of the City and County of Devon **Permyng** **makar**, do for and by the death of **Elizabeth** **Abbed** lately known by the name of **Elizabeth Cox**, **Christilla Collier** (wife of **Thomas Collier** of Devon **for** **Baronett**) mother of the said **Joseph Collier**, as also for and in consideration of thirty five pounds of lawful money of Great Brittain into them the said ff-offers or one of them in hand paid and panted to be paid by the said **Nicholas Cooke** at and before the sealing and delivery hereof, the rental of the said ff-offers do hereby own and acknowledge, as also for and in consideration of the yearly Rent hereafter in by these presents mentioned or reserved to be paid to the said ff-offers or their Assignes **have** **donated**, **leased**, **granted** and **farm** letten, and by these presents they the said ff-offers do **demise**, **lease**, **grant** and **farm** let unto the said **Nicholas Cooke** his Exors. **Admrs** **Assignes** **All** that **Messuages** **tenement** at **Dampton** in the parish of **Studs** in the said County of **Devon** commonly called or known by the name of **Whith** **tenement**, and all messuages, outhouses, gardens, orchards, five closes of parcells of land pasture commonly called or known by the name or name of the **Dome** **Close**, containing by estimation three acres be they more or less, together with all other the several closes of parcells of land pasture to the said **Messuages** **tenement** belonging or in any wise appertaining, all which said premises are now in the use or occupation of the said **Joseph Collier** his Assignes or Assignes **Except** and allways reserved out of this present **donation** **grant** unto the said ff-offers their Exors. **Assignes** all and all manner of **crosses** **ways** **gates** **paths** **or** **wharfs** **shall** **hereafter** **growe** **or** **be** **in** **or** **upon** **the** **premises** **or** **any** **part** **thereof**, with free liberty to and for the said ff-offers, their Exors. **Assignes**, servants or servants to view, sell, cut down and carry away the same at his their will and pleasure during the term hereby granted **to have** **and** **to hold** the said **Messuages**, **tenement** **closes** **parcells** **of** **land** **pasture**, with their and every of their appurtenances (except before excepted) unto the said **Nicholas Cooke** his Exors. **Assignes** from and after the day of the date hereof for during the full time and term of four more **thirteen** years, from the use of counting fully to be complete expired ended. If the said **Nicholas Cooke** **Robert** **Cooke** his Exors. or any or either of them shall happen so long to live **yeildinge** and payinge the same yearly the first two years of the said term unto the said ff-offers their Exors. **Assignes** the sum or Rent of **twelve** pounds **fourteen** shillings of lawful money of Great Brittain on the first **xx** day of **November** on the third **xx** day of **May** **xx** by even equall portions, likewise yeildinge and payinge the same yearly and every year duringe the said term after the expiration of the said first two years the sum or Rent of **five** pounds **four** shillings of the lawful money on every first **xx** day of **November** **xx** and on every third **xx** day of **May** **xx** by even equall portions **And** also yeildinge and payinge upon and after the several deaths of them the said **Nicholas Cooke**, **Robert** **Cooke** unto the said ff-offers their Exors. **Assignes** the sum of **four** shillings of the lawful money for and in the names of an **assess** **off** **of** **far** **levies**, and also yeildinge, payinge, doinge, performinge, suites, writs to all the Courts of Jurisdiction of the said ff-offers their Exors. **Assignes**, which shall be held and kept within this parish of **Colyton** aforesaid, as often their servants of this said parish lands have done ought to do upon reasonable warninge to the said **Nicholas Cooke** his Exors. **Assignes** given **And** the said **Nicholas Cooke** for himself his Exors. **Assignes** and for every of them **do** **promise** **grant** **to** **with** **the** **said** **ff-offers** **their** **Exors** **Assignes** every of them by these presents in manner of form followinge (that is to say) that he the said **Nicholas Cooke** his Exors. **Assignes** every of them shall do his will from time to time at all times hereafter at his their own proper costs charges well and sufficiently repair, uphold, sustaine, maintaine amend and keep all and singular the premises aforesaid, and every part and parcell thereof with their appurtenances as well in walling, timbering, thatching, roofing, furring, hedging, ditching, as in all other needfull and necessary repairs, amendements, whatsover which as often as need shall be or require duringe the term aforesaid; and the same premises so well and sufficiently in all things repaired and maintained as aforesaid in the end of the said term (or otherwise occur de termination thereof) shall and will leave and quit up unto the said ff-offers or the survivors of them, their Exors. **Assignes** **And** alsoe, that he will well and truly pay or cause to be paid unto the said ff-offers their Exors. **Assignes** yearly the first two years of the said term the said Rent or sum of **twelve** pounds **fourteen** shillings lawful money of Great Brittain on the said first **xx** day of **November** and on the third **xx** day of **May** **xx** by even equall portions **And** likewise shall he will well and truly pay or cause to be paid unto the said ff-offers their Exors. **Assignes** immediately after the expiration of the said first two years the sum or Rent of **five** pounds and **four** shillings of the lawful money on every first **xx** day of **November** and on every third **xx** day of **May** **xx** duringe the said term by even equall portions **And** that if it shall happen the said yearly Rent of **twelve** pounds **fourteen** shillings or the said yearly Rent of **five** pounds **four** shillings to be so much unpaid in part or in all by the space of one **thirty** days next after any of the said days of payment hereon as aforesaid the same ought to be paid, being lawfully demanded and not paid, due sufficient distress in or upon the premises or some part thereof in the mean time can or may be had for the levyinge of the same Rent or debts with their charges thereof if any happen to be **Or** if the said **Nicholas Cooke** his Exors. **Assignes** or any of them shall willingly do or suffer to be done any act or acts, thing or things whichsoever in which shall or may be prejudicial to the estate of Jurisdiction of the said ff-offers their Exors. **Assignes** of the said **tenement** **premises** **Or** if the said **Nicholas Cooke** his Exors. **Assignes** or any of them shall do or commit, or willingly suffer to be done or committed any manner of voluntary waste in or upon the premises or any part thereof at any time duringe the said term, to the value of **twenty** shillings or above, shall not sufficiently amend or repair the same within one **twelve** years next after notice to be given by the said ff-offers their Exors. **Assignes** or by their Exors. **Assignes** for the time being **that** **then** **from** **the** **said** **term** **for** **any** **one** **either** **of** **the** **raisons** **aforesaid** **shall** **may** **be** **lawfully** **for** **the** **said** **ff-offers** **their** **Exors** **Assignes** every of them into the said premises or any part thereof to be entered, the same every part thereof to have againe, retains as in the former estate, these presents or anything herein contained to the contrary notwithstanding **And** the said **William Drake**, **Thomas Marwood**, **Francis Pratt**, **Francis Dagnest**, **Allen Abbott**, **Hughard Norton**, **Phillip Milled** **John Reed** do for themselves severally and apart, each one of them for himself for his own due and lawful artfully and lawfully Covenant promise grant to and with the said **Nicholas Cooke** his Exors. **Assignes** to and with every of them by these presents that he the said **Nicholas Cooke** his Exors. **Assignes** every of them (by and under the hands, seals, and assents aforesaid) shall lawfully may peaceably quietly, have, hold, possess enjoy all and singular the said **tenement** **premises**, and every part and parcell thereof, with their every of their appurtenances (except before excepted) duringe the term of estate hereby granted, without any the lawful cost suits, trouble, molestacion or denial of or by the said ff-offers or either of them, their or either of their Exors. **Assignes**, or of or by any other Person or Persons whatsover, lawfully claiming or claiming the same premises to be or paid or from any or either of them respectively **In** **Witness** whereof the parties aforesaid have to these presents and utterances of these presents first above written

the marks of  
**Nicholas** **Robert**



Sealed & delivered  
upon double six penny  
stamp in the presence of  
Richard French  
Robt. Clapp  
Robt. Parkman

Nicholas Cook Count of  
Wiltshire Baron of  
the Shire