

<sup>th</sup>  
6 April 1781

Bleakney & Bacon

The Feoffees of Colyton } Lease of an Estate at —  
to } Hampton in Shute for 21 —  
M<sup>r</sup> James Sorell } Years from Lady day last  
Yearly Rent £ 16 —

13 | 7 b

# This Indenture

made the tenth day of April in the twenty first year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith and  
for the year of our Lord One Thousand Seven Hundred and Eighty one **BETWEEN** Sir George Yonge Baronet John Sampson Esquire Samuel Sampson Gentleman Thomas Drake-  
ton Gentleman and Philip Mitchell yeoman the subscriber of each In Trust for the Parish Lands of Colston in the County of Devon of the one Part  
and George Gentleman of the other Part

the said James Snell his Executors and Assignees ought to be paid done and performed. **W<sup>m</sup>C** Demised sett and to James Lett and by his executors the said Geofffrey Domine Sett and to James Snell for ever that waste & ion of ground whereon a  
the said James Snell his Executors and Assignees ought to be paid done and performed. **W<sup>m</sup>C** Demised sett and to James Lett and by his executors the said Geofffrey Domine Sett and to James Snell for ever that waste & ion of ground whereon a  
Dwellinghouse formerly stood and the orchard thereto adjoining called Blakeways and Barcons containing one acre and two rods and also all those several Closes and Pecoles of Land Meadow and Pasture hereinafter mentioned that is to say All those arable Closes called Down Close  
Higher Barbers Close and long Barber Close containing by estimation Ten Acres And also all those four Closes of Meadow called Crook St & Little marsh Long Mead and Little Head containing by estimation Five acres all which said Premises are Situate lying and being at Hampton within  
the said Parish of Shute and which lately fell into the hands of the said Geofffrey Domine into the said Geofffrey Domine there  
a now in the Possession of the said James Snell as Tenant to the said Geofffrey Domine kept and always reserved out of this Present Demise unto the said Geofffrey Domine there  
the said Geofffrey Domine to have and to hold the same to him his heirs and assigns for ever.

take and carry away the same with Forces arms and器具es at their will and pleasure. **ARTICLE AND SECTION** all and singular the said Termes and Clauses contained in the Appendix before excepted shall be taken and carried away the same with Forces arms and器具es at their will and pleasure.

that thence forward it shall absolutely be law for the said Justices and the Survivors and Lovers of the said late Sir George or his Assigns unto the said James to pay unto him or his Heirs or Assigns in the name of the whole to recover and the same to receive  
and every part thereof to have against his selfe and his Heirs and his Executors and Administrators Covenants Promises and  
Agreements to have against him and his Heirs and his Executors and Administrators anything herein contained to the contrary thereof in anywise notwithstanding. **AN**d the said James shall forthwith pay for himself his Heirs and Administrators Covenant Promises and  
Agreements to and with the said Justices their Heirs and Assigns and to and with every of them by these Presents in manner following that to say that he the said James shall pay his Heirs and Administrators or some or one of them shall audit yearly and every year during the said Term hereafter

Demised well and truly pay or cause to be paid unto the said George their Heirs Successors or Assigns the said yearly Rents above named at the Days and times and in manner and form hereinafore mentioned and appointed for the payment thereof according to the proportion intent and meaning of these Presents **AND ALSO** shall and will bring into and upon each and every Acre of the said Demised Premises and so in proportion to every part of an Acre thereof which they or either of them shall then break up or convert into Tillage during the said Term either Ten Foxheads of good well rotten Dung and half as much more with Foxheads of Earth and Brimstone mixed and spread abroad the same Aymore Dung on the said Premises so to be ploughed and husbandred

Manner within Six Months next before he or they shall have come to Corn And shall have and take in respect of such Sowing two Hopes of Corn or Grain and no more the first whereof is to be Wheat and the other to Barley or Oats and shall and will with every acre of such second hope of Corn or Grain as shall be so sown to Barley or Oats during the said Term and in proportion to every part and otherwise of Ten Pounds of good Clover Grass Seeds and Six Peck of poor or proportional Quantity of other Good Grass Seeds if the said Gentleman or his Successors or Assigns shall

1700. 12. 20. Mr. McDonald James Snell both hereby for himself his heirs and executors further agree that in case the said James Snell or his executors or assigns shall offer their Heir or assigns shall apply to the same according to the Rules of good Husbandry for time of his lands and Admors further agree that in case the said James Snell or his executors or assigns shall not at any time or times hereafter be satisfied that one Hogshead of Lymo or one Hundred and Fifty Leams of Ding have been well applied to each acre of the said Demised Premises and so in proportion to every part of an acre thereof that shall or may be so filled to wheat at any time during the said term or otherwise and according to the covenants aforesaid that then the Roof or Roofs as to the quantity of such Limo or Ding duly and properly applied shall be on him the said James Snell his heirs executors or assigns whenever they the said James Snell his heirs executors or assigns shall require to be paid to him by the said James Snell his heirs executors or assigns.

Heirs Successors or Assigns shall demand or require the same **Third Also** shall and will permit and suffer the said Farmers their Successors or Assigns and their Servants to bring their Labour Workmen or Servants from and after the Twenty fifth day of December next before the end of the said Term to come into and upon all the wheat and Pease Fields of the said Demised Premises and to plow bear up and prepare the same for sot Corn for his and their own use benefit and advantage **Third Also** shall not nor will at any time during the said Term Sow Slop or Barley or Cane or to be Sopped Sopped or Parred any Mained Face or Faces of what nature or kind never now growing or to grow in the said Demised Premises or in any part thereof but may Sow and Lop such of the said Pollard Trees now or then in the said Premises.

as have been usually Sopped and Dopped and shall not now will cut have or take any of the Hedge wood or other wood or Sop or Dope of any of the said Pollard Trees which shall be growing or to grow on the said Demised Premises or on any Part thereof less than an seven years growth and then proportionably one year with another and at no other time but when he the said James shall shalve Dyke and make the Hedges wherein the same shall be cut in a good Husbandlike manner with Double and Single Dyking as they now are or usually have been under the Penalty of Ten Shillings for every Pole of Hedge which shall not be now and be Dyked as aforesaid **AND ALSO** shall and will keep all the Hedges Ditches and Fences of the said Demised Premises in good repair.

Planted with good young Apple Trees of the Value of Two Shillings each during the said Term and so leave the same in the like repair at the end thereof that the said Peoffees first falling upon all Planting the same orchards and shall not stock the same orchards  
at any time during the said Term with any other cattle than with Horses or Figs.  
**Item 117** Also shall and will pay clear and discharge all the Great and Small Tythe Parish Offices and Parish apprentices and all other Personal offices whatsoever wheresoever the said  
Premises may be situated during the said Term Aggrieve the said Premises in any part thereof unto any Person or Persons en-

Denial of them the said Teste their Heirs Successors or Assigns or of any other Person or Persons whatsoever In witness whereof the Parties above named to these Presents have set their Hands and Seals have hereunto sett the Day and Year first above written

*Yours* *James Gandy* *Philip Russell* *The Marks of* *John* *Trichotomy*

*Mallett & Co.*

George Yonge

John Sampson

W. F. Cooke

James Gopp Philip Mitchell  
Thomas Hastings Rich. Dwyer

The Mark of  
John & William George

*Robert Warry*

Sealed and Delivered by the within Named Testifiers  
George John Sampson Thomas Drake Thomas  
Locking and William Seape In the  
presence of - - - - -

John Stark.  
*J. Stark*

Sealed and Delivered by the within  
Named Phillip Michel in the presence of  
George Hodder  
Ab<sup>m</sup> Tucker

Sealed and Delivered by John Amring and Robert Wany two  
other of the now surviving Twenty four within mentioned In  
the presence of - - - - -

*J. Amring*

Sealed and Delivered by Richard -  
Soyde one other of the now surviving  
Twenty four within mentioned In  
the presence of - - - - -

*R. Soyde*

Sealed and Delivered by the within Named  
Cous Guppy In the presence of

*Cous Guppy*

*F. Palmer*

Jessie Cope

Sealed and Delivered by John Lapp one other of the now  
surviving Twenty four within mentioned In the presence of

*J. Lapp*

*G. Drake*

*Thos. Hathaway Jr.*