

Dated

1876

The Feoffees of  
the Parish of Colyton

Lease

of Hampton Farm in the  
Parish of Shute Devon  
for 7 years

Term commences 25<sup>th</sup> March 1876  
Will expire 25<sup>th</sup> March 1883

to  
Mr Rob<sup>t</sup> Tompsett

13/8

# This Indenture

Sold by Waterhouse & Sons, No. 24, Birch Lane, COVINGTON

made the fourth day of May one thousand eight hundred and seventy six between Sir Edward Harwood Ellen of Wickwisky Court in the County of Devon Baronet John a Satoysonore Scarborough of Coly House Colyford in the Parish of Colyton in the County aforesaid

Esquire William DeLamoy Hallett of Medcombe House Exmouth in the said County Esquire and Harryde Spencer Kingdon of Colyton aforesaid Esquire hereinafter described as "the Lessors" of the one part and Robert Gummel of Shute in the County of Devon Esquire hereinafter described as "the Lessee" of the other part Witness that in consideration of the rents covenants provisions and agreements hereinafter reserved and contained which on the part of the said Lessee are to be paid observed and performed That the said Lessors Do hereby demise and lease unto the said Lessee All that Farm called "Hampton" with the buildings closes of arable pasture or chard and meadow lands thereto belonging situate lying and being in the Parish of Shute in the County of Devon and now in the occupation of the said Robert Gummel and which are more particularly described in the Schedule to these presents (except and always reserved out of this demise unto the said Lessors all timber and other trees and pollards and all young imps and saplings likely to become timber and all tops tops and shrouds of all trees standing or being in or upon the said premises and all mines minerals and quarries with liberty of ingress egress and regress to and for the said Lessors their Agent Bailiff and Workmen at all times during the term hereby granted into upon and from the said demised premises and any part thereof with horses carriages or otherwise to view fell cut down let lie root or work up draw and carry away upon over and from the same premises or any part thereof the said excepted timber and other trees pollards and the said tops tops and shrouds and such quarries and minerals and the produce thereof and also to plant transplant and nourish young trees in and on the hedges banks woodlands fences and waste lands belonging to the said premises or any part thereof So have and so hold all and singular the said demised premises (except as before excepted) unto the said Lessee his executors and administrators from the twenty fifth day of March one thousand eight hundred and seventy six for the term of seven years thence next ensuing determinable as hereinafter mentioned Yielding and paying yearly during the said term unto the said Lessors the rent of thirty six pounds clear of all deductions whatsoever (except the Land tax and Landlords property tax) to be paid by and in equal half yearly payments videlicet on the twenty fifth day of March and the twenty ninth day of September in every year the first payment to be made on the twenty ninth day of September next And also yielding and paying unto the said Lessors the additional rent of Two pounds per annum for the right of killing game on the said demised premises to be paid on the said half yearly days hereinafter reserved And also the additional sum of Twenty pounds for every acre and so in proportion for less than an acre of the said lands hereby demised which the said Lessee shall plough break up or convert into tillage during the said term without the license or consent of the said Lessors in writing first had and obtained other than and except the several parts of the said premises which hath been usually in arable or used as tillage ground such additional rents to be paid from the first breaking up or conversion into tillage as aforesaid during the then remainder of the said term on the days and times and in such proportions as the said other rents are hereby reserved and made payable the first payment thereof to be made on such of the said days of payment as shall next happen after the same shall be incurred And the said Lessee doth hereby covenant promise and agree to and with the said Lessors in manner following videlicet That the said Lessee will pay unto the said Lessors or their Bailiff the said yearly rents of thirty six pounds and Two pounds respectively and also the said other rents or sums hereby respectively reserved and which may become due and payable by virtue of these presents on the days and times and in such manner as the same are hereby respectively reserved and made payable And will pay all rates taxes tithes rent charge in lieu of tithes and all other charges levies assessments and outgoings whatsoever (except the Land tax and Landlords property tax) now or hereafter to be levied or imposed on the said demised premises or any part thereof And also will on the determination of this demise pay to the said Lessors a proportionable part of the Tithe commutation rent charge for the period during which the said Lessee shall occupy the premises hereby demised between the then last day on which the said rent charge shall be due and payable and the last day of this demise And will at all times during the said term at his own charge well and sufficiently maintain and keep in good and tenurable repair the buildings now on the said premises or which shall during the said term be erected thereon (accidents by fire only excepted) And likewise all the gates bars rails poles posts stiles hatches sluices and trunks hedges ditches gutters drains and fences of and belonging to the same premises or being allowed sufficient rough timber and also the sum of Two pounds for every hundred of reed for thatching of any of the buildings And will spend or consume in the yards or other convenient places on the said demised premises all the hay straw fodder and haulm of every description which shall grow or arise on the said premises during the said term and will in every year (except the last year of the said term) in a husbandlike manner carry and spread all the dung soil and compost that shall be produced on the said premises in or upon the said premises and not elsewhere in a proper husbandlike manner And will leave in the yards or other convenient places of the said premises thereon up in heaps all the manure dung or soil that shall be made thereon in the last year of the said term And will permit the said Lessors or the incoming tenant to enter on the said premises at any time after the first day of November in the last year of the said term for the purpose of carrying out such manure soil or compost as last aforesaid And shall and will keep all the gutters drains and water courses now or hereafter to be made in and upon the said premises in good and proper order and repair And will not cut the wood of any of the copses hedges or fences of the said premises which shall not be of its full growth nor any in the last year of the said



# Term

And will not cut top top pure poll or stroud any tree whatsoever And will not suffer any stock or cattle to be or depasture on or such part of the said demised premises whereon grass seed shall be sown in such last year in any wet or improper season and in no case with sheep after harvest and not at all after Christmas in such last year And will not at any time during the said term under any or circumstances whatsoever sow any wheat on the said demised premises except on land properly dressed And will not at any time during the said term mow cut or make into hay the grass from time to time growing on any pasture ground of the said premises not generally mown And will not mow any of the lands hereby demised more than once in any one year (except young grass) nor after the first day of August in any year And will preserve and protect all the timber and other trees and pollards and also the copses hedges and fences on the said premises from spoil or damage by cattle or otherwise And will in the last year of the said term properly break up and sow with wheat such of the fields on the said premises as shall then come in course to be sown with Lent grain the said Lessee being paid for the same on the determination of this demise by the said Lessors or the incoming tenant at a fair valuation And will permit the said Lessors or the succeeding tenant on or at any time after the first day of November in the last year of the said term to enter into any part or parts of the said demised premises for the purpose of clearing out any of the open or other gutters ditches and drains And that none of the meadows shall be stocked with any cattle (except sheep) during the then remainder of the said term And will not do or commit or suffer to be done or committed on the said premises any wilful waste spoil damage or destruction whatsoever

**Provided** **Alway** that if the said yearly rent of Thirty six pounds or any part thereof or the said further rents hereby respectively reserved or either of them or any part thereof respectively shall be unpaid by the space of fourteen days next after any or either of the said days or times of payment whereon the same are hereby respectively reserved or shall become due and payable by virtue of these presents whether the same shall be actually demanded or not Or if the said Lessee or any occupier or occupiers of the said premises or any part shall at any time or times during the said term demise let or assign or in any manner part with the possession or occupation of the said demised premises or any part thereof to any person whomsoever for all or any part of the said term without the consent in writing of the said Lessors first obtained Or if the said demised premises or any part thereof shall be let or assigned or become assignable or liable to be assigned or let by reason of any Bankruptcy Judgment execution or any other act or means in the law whatsoever Or if the said Lessee shall be guilty of a breach of or in any of the covenants clauses provisions and agreement herein contained then and in any or either of the cases aforesaid it shall be lawful for the said Lessors at any time or times thereafter into and upon the said demised premises or any part thereof to reenter and the same to have again repossess and enjoy as in his and in their first and former estate And the said Lessors hereby covenant with the said Lessee that it shall be lawful for the said Lessee under and in subject to the payment of the said yearly rents or sums hereby reserved and to the performance of the several covenants provisions conditions and agreements herein contained and on his part to be paid done and performed peaceably and quietly to enter into hold and enjoy the said demised premises during the said term without any let suit trouble ejection or interruption of or by them the said Lessors or any person or persons whomsoever lawfully claiming or to claim by from or under them **Provided** **Alway** and it is hereby lastly agreed that the successors and assigns of the said Lessors and the heirs executors administrators and assigns of the said Lessee shall be bound by and be entitled to the benefit of these presents and the covenants conditions and agreements herein contained in like manner as if they been respectively named therein next after the words "Lessors" and "Lessee" respectively throughout as far as the same will admit and unless the context or nature of the case require a different construction **Witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

## The Schedule referred to in the above Indenture

Number	Premises	State	Quantity		Number	Premises	State	Quantity				
			A	r				p	A	r	p	
1	Dawn Close	Arable	3	0	28	6	Cott's Long Mead	Meadow	3	0	12	
2	Barbers Orchard	Orchard	"	3	19	7	Little Moorhouse	Meadow	1	1	24	
3	Higher Barbers Close	Arable	1	0	15	8	Meadows	Pasture	"	3	23	
4	Lower Barbers Close	Arable	3	0	4							
5	Bridge Plot	Pasture	"	3	33				A	16	1	38

W<sup>m</sup> D. Hallist  
 John L. Scarborough



Henry de S... ..



Robert Dammato

Francis Stollas, Witness

Feb 23 - 1277

Signed sealed and delivered by the within named  
John Latogmore Scarborough, William Ireland  
Hallett and Harry De Spencer Kingston

the words "and also that the Agricultural Holdings Act 1895  
"shall not be applied in any way to this demise" having  
been interlined previous to the execution thereof  
in the presence of

E. H. Weston

Solo. Colyton.