



Act Agreement made the twenty second day of
March One thousand

and four **Between** Frederick William
Washington Kingdon of Colyton in the County of Devon
Esquire The Reverend Marmont Queritz Clerk in Holy
Orders formerly Vicar of Colyton and now residing at Exeter John
Impey Scarborough of Colyford Esquire J.P. and The
Honorable Mark George Kerr Rolle of Bickton in the
County of Devon (all of whom constitute the Chamber of Feoffees of
the Parish of Colyton and are hereinafter called the Feoffees) of the
one part and John Bull of Axminster in the County of
Devon Cattle dealer (hereinafter called the Tenant) of the other part.

1. The Feoffees agree to let and the Tenant agrees to take the six closes
of Pasture Land situate in the Parish of Skute in the County of Devon
containing Twelve acres one rood and twenty seven perches (more or less)
lately in the occupation of Samuel Wyatt and described in the Schedule
hereto. The Tenancy to be from year to year commencing on the twenty
fifth day of March One thousand nine hundred and four at the yearly
Rent of Twenty pounds payable by equal half yearly payments on
the twenty ninth day of September and the twenty fifth ^{day of} March in each year
2. All Timber and timber like Trees and all mines minerals stone and
gravel are excepted and reserved from this demise and the Feoffees
shall be at liberty by themselves or Agents to enter upon the said land
with or without horses and carts at all reasonable times for the purpose
of felling cutting digging working and carrying away the same paying
reasonable compensation to the Tenant for any damage done thereby.
3. The Tenant shall pay the said Rent at the times and in manner
aforesaid and shall also pay all Rates Taxes and assessments in respect
of the said land during the Tenancy (Land Tax, Landlords property
tax and Tithe Rent Charge only excepted)
4. The Tenant shall keep in good repair and condition all gates posts
pales Rails and fences (but when necessary new gates shall be
provided by the Feoffees) and shall properly scour clean and throw
the ditches drains and watercourses and trim the hedges on the
said Land And shall not break up or convert into tillage any
part of the said Land nor mow the same more than once in any
year of the Tenancy And shall not carry off any hay produced
on the said land but shall use and consume the same with all
dung and manure made thereon and shall stock and manage the
same in a good and husbandlike manner and shall not assign
underlet or part with the possession of the said Land without first
obtaining the written consent of the Feoffees thereto but such

consent shall not be arbitrarily withheld

5. The Feoffees agree to pay the Land Tax Landlords property tax and Tithe Rent Charge and to provide new gates when necessary and that the Tenant paying the said Rent and observing the said conditions may quietly hold and enjoy the premises hereby demised without any interruption by them or any person rightfully claiming under them Lastly it is provided that if any Rent shall be in arrear for Twenty eight days (whether payment thereof shall have been legally demanded or not) or if there shall be any breach or non observance of any of the Conditions herein contained and on the Tenant's part to be observed or if the Tenant shall become Bankrupt or insolvent or make any assignment for the benefit of creditors then and in either of such cases the Feoffees may reenter the said Land and determine the Tenancy without giving any notice to quit

As witness the hands of the said parties the day and year first above written.

The Schedule above referred to

<u>Name</u>	<u>Cultivation</u>	<u>A. r. p.</u>
Barbers Orchard	Orchard	3. 19
Higher Barbers Close	Pasture	4. 0. 15
Lower Barbers Close	do	3. 0. 4
Bridge Plot	do	3. 33
Cook's Long Mead	do	2. 0. 12
Little Moorham Mead	do	1. 1. 24
		<u>A. 12. 1. 27</u>

Signed by the said John Bull in the presence of
 Lionel H. Mortimer
 Solicitor Colyton.

John Bull

LIONEL H. MORTIMER,
Solicitor.
COMMISSIONER FOR OATHS.

Colyton,
Devon.
22nd April 1904

Dear Sir

Troffees and Bull.

I enclose counterpart
Agreement signed by
Mr Bull, having exchanged
parts with him.

He mentioned on signing, that
he ought to be allowed to
sell off, the last year of
the tenancy, and that there
are some repairs to gates &
rails which the landlords
should effect now.

Yours truly
Lionel Mortimer
Mr. Albert Edwards
Baillif to the Chamber
of Troffees.

Dated 22nd March 1904.

The Chamber of Troffees
of the Parish of Colyton

— and —
Mr John Bull

Counterpart.

Agreement.

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