

# Concerning

The said parish Lands of Colyton or any part thereof or for the rents Issues or profits of the same with Consent of the said twenty Men and Feoffees or the more part of them that then the said Feoffees or any of them shall not release any such Suit or action so preferred or commenced or set forth or be non suit in the same nor shall release any person or persons whatsoever by whom any suit or cause of action may grow before suit be commenced as aforesaid without the Consent of the rest of the said Feoffees and twenty Men or the more part of them upon pain of five pounds of lawfull Money of England by every one making Default over and above the Damage that the parishioners shall and may receive by such release or non suit the same to be paid to the parish Bailiff to the use of the poor of the said parish.

Also it is agreed between the said parties that if any of the said Feoffees and twenty Men at any time from henceforth in any General Meeting or Conference to be had for or about the said parish Lands or any Thing touching or concerning the same shall misbehave himself either in swearing or blaspheming the Name of God or in abusing or misusing any person by unseemly words that then every such person and persons so offending shall forfeit and lose to the poor of the parish six pence of current English Money to be paid to the said parish Bailiff to the use of the poor aforesaid.

Also it is further concluded and agreed upon by and between the said parties that it shall and may be lawfull from time to time to and for the said Bailiff or Bailiffs for the time being to levy the said Forfeitures and pains limited and appointed aforesaid by way of Distress to be taken on the Goods and Chattels of such as shall offend contrary to the said agreements and articles which Distress and Distresses the said Bailiff and Bailiffs shall and may detain and keep until such pains and Forfeitures so to be lost and Forfeited shall be well and truly satisfied and paid to the use aforesaid.

Also moreover it is agreed upon between the said parties that these articles and such other articles as shall be made hereafter by the said twenty Men and Feoffees which now be or hereafter shall be or by the more part of them shall openly be read before the parishioners of Colyton aforesaid or as many of them as list to be present at such convenient Time and Times as by the said Feoffees and twenty Men living or by the more part of them shall be thought meet and convenient and if at any Time they think it good new articles to be made and the old to be abolished or reformed as Time and Occasion shall require and as by the said Feoffees and twenty Men or the more part of them shall be thought expedient so that none of them be made contrary to the Laws of the Land or to the hurt or hindrance of the common good of the parish of Colyton.

And the said Samuel Palmer Sir William Temple pole Frederick Barnes Samuel Sampson William Payne James Kingdon Liveaux Stade Symes John Snook Joseph Scobell Richard Hittle Jacob Pady and Charles Northam Feoffees aforesaid do consent promise and grant each of them severally and respectively for himself his Heirs Executors and Administrators to and with the said Philip Pulman Joseph Boalch Samuel Snook Isaac White Piggins William Mayne Joel Spiller Joseph Power Matthew Balstone James Clegg Thomas Edwards John Frost Samuel Daniel William Skinner John Smith Plumber James Farmer John Smith Godwainer Henry Seaward Thomas Lane Samuel Sellar and Thomas Dawe Major twenty Men aforesaid and to and with every of them their and every of their Executors and Administrators by these presents that they the said Samuel Palmer Sir William Temple pole Frederick Barnes Samuel Sampson William Payne James Kingdon Liveaux Stade Symes John Snook Joseph Scobell Richard Hittle Jacob Pady and Charles Northam and every of them from Time to Time shall and will well and truly observe perform fulfil and keep all the articles and agreements aforesaid according to the purport true Intent and Meaning of the same which on their and every and each of their parts and Behalfe are to be performed fulfilled and kept.

And the said Philip Pulman Joseph Boalch Samuel Snook Isaac White Piggins William Mayne Joel Spiller Joseph Power Matthew Balstone James Clegg Thomas Edwards John Frost Samuel Daniel William Skinner John Smith Plumber James Farmer John Smith Godwainer Henry Seaward Thomas Lane Samuel Sellar and Thomas Dawe Major the twenty Men aforesaid do in like Manner covenant promise and grant each of them severally and respectively for himself his Heirs Executors and Administrators to and with the said Samuel Palmer Sir William Temple pole Frederick Barnes Samuel Sampson William Payne James Kingdon Liveaux Stade Symes John Snook Joseph Scobell Richard Hittle Jacob Pady and Charles Northam Feoffees aforesaid and every of their Executors and Administrators by these presents that they the said Philip Pulman Joseph Boalch Samuel Snook Isaac White Piggins William Mayne Joel Spiller Joseph Power Matthew Balstone James Clegg Thomas Edwards John Frost Samuel Daniel William Skinner John Smith Plumber James Farmer John Smith Godwainer Henry Seaward Thomas Lane Samuel Sellar and Thomas Dawe Major and each and every of them shall and will well and truly pay observe perform fulfil and keep all and every the articles and agreements aforesaid according to the purport true Intent and Meaning of the same which on their and every and each of their parts and Behalfe are to be performed fulfilled and kept. **In witness** whereof the parties above named to these present articles their several Hands and Seals have set the Day and Year first above written.

In Law brought in the Name of any of the Feoffees without the consent of the rest of them and twenty Men, under the penalty of five pounds.

15<sup>th</sup>  
If any person misbehave himself, or be guilty of swearing, to forfeit six pence.

16<sup>th</sup>  
Forfeitures to be levied by Distress.

17<sup>th</sup>  
These articles to be read openly before any of the parishioners who may chuse to attend; and such new articles to be made as the Feoffees and twenty Men shall think expedient.

Samuel Palmer	James Kingdon	Jacob Pady	S. W. Piggins	James Clegg	John Smith Plumber
William Temple pole	Thomas Stade	Charles Northam	William Mayne	Thomas Edwards	James Farmer
Frederick Barnes	John Snook	Philip Pulman	Joel Spiller	John Frost	Samuel Sellar
	Joseph Scobell	Joseph Boalch	Joseph Power	Samuel Daniel	Thomas Dawe Major
William Payne	Richard Hittle	James Farmer	Matthew Balstone	William Skinner	Henry Seaward
					Thomas Lane

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rest of the said twenty Men and Feoffees by the Consent of the most of their Voices to dismiss exclude and put out of their Society and Company the said person and persons so being found to be obstinate wilful and insufficient and in his and their place and places to nominate elect and appoint some other meet and sufficient person or persons to supply the place and places of them and each of them so dismissed and excluded.

Also it is likewise agreed between the said parties that if any of the said twenty Men which now or hereafter shall happen to be removed that then the person or persons so removed shall no longer be any of the said twenty Men but shall be excluded and also from henceforth freed from all Forfeitures pains and penalties which upon him or them might be inflicted by reason of these Articles of Covenants and that whensocver six of the said twenty Men shall happen to be removed or dye that then six other honest Men of the said parish or of such person who either themselves or their parents have Estates in the said parish shall be elected nominated and appointed and put in the place of them so removed or dead by such other of the said twenty Men and such of the said Feoffees as shall be then living or the more part of them and that within the space of half a year next and immediately after such removing or Death of the said six upon pain of five Shillings to be paid to the Bailiff or Bailiffs of the parish Lands of Colyton aforesaid for the Time being to the use of the poor of the said parish by every one of the said Feoffees and twenty Men then being alive other than such of the same Feoffees and twenty Men as shall be able to prove by the Testimony of two credible witnesses that he or they were present and ready at the Time and place appointed to do his and their Duty in this Election and appointment provided always that warning be given in this Behalf by the Vicar Minister or parish Clerk or Bailiff for the Time being as in the fourth article is before expressed or else no penalty in this article to be forfeited.

Also it is agreed between the said parties that whensocver the said Feoffees shall come to the Number of three that then the same three Feoffees and the said twenty Men or the more part of them for the Time being shall within one Month next after the said Feoffees shall be in Number but three nominate elect and appoint a competent Number of new Feoffees unto whom the three old Feoffees shall by a good and sufficient Conveyance in the Law at the Costs of the parish of Colyton aforesaid within forty Days next following convey and assure all such Lands Tenements and Hereditaments as they the said old Feoffees stand seized of and in trust to the use and Benefit of the aforesaid parish of Colyton to have and to hold the same Lands Tenements and Hereditaments to the said new Feoffees and their heirs for ever to the same use that the said old Feoffees now stand seized of upon the several pains and penalties hereafter expressed (that is to say) upon pain of twenty Shillings to be paid by every old Feoffee for every week that he or they shall refuse or detract the Time to do their Duties therein and upon pain of five Shillings to be paid by every of the said twenty Men for every week that he or they neglect their Duty in this Behalf the same pains and Forfeitures to be paid to the said parish Bailiff or Bailiffs for the Time being to the use of the poor of the said parish and that no person or persons shall at any Time hereafter be admitted to be one of the twenty Men before mentioned but only as shall willingly covenant by writing under his or their Hands and Seals to the Feoffees aforesaid truly to observe perform fulfil and keep all and every the articles and agreements in these presents contained according to the purport and true meaning of the same which on his or their parts are or ought to be performed and kept as other the twenty Men there now have covenanted and faithfully promised.

Also it is likewise agreed between the said parties that forthwith some honest and discreet person or persons be appointed and compounded withall to do and execute within the aforesaid parish of Colyton these three offices hereafter expressed (viz) to exercise and execute the office of Clerk of the Market for and under the authority of the Feoffees of the said parish Lands of Colyton aforesaid and shall execute the same Office from Time to Time according to the Laws of the Land and the privileges of the Charter of Colyton aforesaid thereby to preserve and save the Liberties and privileges of the said parish which for want of Execution may be infringed; secondly to keep the Court of pye powders in and during the Fairs which shall be holden and kept within the said parish of Colyton as is lawful by the Letters patent of Colyton aforesaid and as is also in other Fairs used and accustomed; and thirdly to be a Notary to register and keep a Book of all such Material Matters and Things as shall be at any Time hereafter concluded and agreed upon in any Conference and Meeting between the said Feoffees and twenty Men or the more part of them for whose pains and Travail in this Behalf the said person or persons so to be appointed shall have such yearly Fee and allowance as he or they may be reasonably agreed withall by the said Feoffees and twenty Men or the more part of them.

Also it is likewise agreed upon by the said parties that if any suit or action in Law shall at any Time hereafter be commenced preferred or set forth against any person or persons whatsoever in the Name of the said Feoffees of the parish Lands of Colyton or in the Name of any of them for any matter or Cause whatsoever

11<sup>th</sup>  
Such of the twenty Men as shall be removed, to be excluded and freed from penalties, and when six are removed or dye, six others to be chosen within half of a year after such removal or Death by the shewings under the penalty of five Shillings.

12<sup>th</sup>  
When the Feoffees shall be reduced to three in Number, they and the twenty Men, within one Month after to elect three Feoffees, and convey the Trust Properties to such newly elected Feoffees under the penalty of twenty Shillings.

13<sup>th</sup>  
Clerk of the Market, to keep the Court of pye powders, and to be a Notary, and the several Duties hereof.

14<sup>th</sup>  
Not to receive any action or suit

As follows (viz!) Neighbours this Day after Evening Service or such a Day a Conference is to be had about the Leasing or letting of such a Tenement or such a piece of Ground lying in such a place being of the parish Lands at which Conference you that be Feoffees and twenty men ought to be present.

5<sup>th</sup>  
Strangers to have access to offer

Also it is agreed between the said parties that leasing selling or letting of the said parish Lands or any part thereof shall be made in such open and convenient place where Strangers may have access freely to offer and bargain for such Things as then are to be letten leased or granted for the Benefit of the said parish and where also the residue of the said parishioners of Colyton being neither the Feoffees or twenty Men may hear and see what is done in that behalf wherein they also may give their advice and consent about the leasing or letting thereof (if need so require) or to make offer for Estates or those things which are then there to be leased or granted and the best = = =

6<sup>th</sup>  
Five Shillings penalty on Feoffees refusing to sign any lease &c.

Also it is agreed between the said parties that no Lease or Grant hereafter to be made of any part or parcel of the said parish Lands to any person or persons whatsoever either for a Term of Life or Lives Year or Years or otherwise but only at the public Meeting above mentioned and that also by the general Consent of the most part of the said Feoffees and the most part of the said twenty Men and that such an Estate or Lease so granted the said Feoffees and every of them within one and twenty Days next after Request unto them to be made by the buyer thereof shall sign seal and deliver as their Deed so as it be exhibited and offered unto them in Writing made in due form of Law and according to their agreements and upon reasonable covenants upon a pain of five Shillings for every week to be paid by every of the said Feoffees which shall refuse so to seal and deliver the same which Forfeiture and pain is to be paid to the Bailiff or Bailiffs of the parish Lands aforesaid to the use and Behoof of the poor of the said parish and that every such Lease so to be made shall be indented the Counterpart of which shall forthwith after the sealing thereof be put into the aforesaid place appointed for keeping the Charter and Writings aforesaid there to be kept.

7<sup>th</sup>  
If any Feoffee and twenty Men shall make any Lease or Grant contrary to the 6<sup>th</sup> Article to forfeit five pounds and the Value of the Thing so leased.

Also it is agreed between the said parties that if any of the said Feoffees and twenty Men shall at any Time hereafter take upon him or them to make any Lease or Leases Grant or Grants of any of the said parish Lands to any person or persons contrary to the true Meaning and Intent of the former Article that then the said person or persons so offending and every of them shall Forfeit and pay to the Bailiff or Bailiffs of the said parish Lands of Colyton for the Time being the Sum of five pounds of current English Money and also the Value of the Thing so leased or granted being Valued as it shall be worth to be sold the same Forfeitures to be to the use and Behoof of the poor of the aforesaid parish according to the Direction of the rest of the said Feoffees and twenty Men or the more part of them.

8<sup>th</sup>  
No sum to be disbursed without the Consent of the most part of the Feoffees and twenty Men under the penalty of double the Value of such sum.

Also it is agreed between the said parties that if any of the said Feoffees or twenty Men shall obstinately wilfully or unadvisedly take upon him or them to convert and bestow the said rents revenues and Sums of Money to any use or uses without the Consent or Direction of the most part of the said Feoffees and twenty Men therunto first had and obtained that then such person and persons so offending and every of them shall forfeit and pay unto the Bailiff or Bailiffs of the said parish Lands of Colyton for the Time being double the Value of such Money as by them or any of them shall be so converted and bestowed the which Money so forfeited shall be bestowed to the use and Behoof of the poor people of the parish of Colyton according to the Direction of the rest of the said Feoffees and twenty Men by the consent of the most part of them.

9<sup>th</sup>  
Attendance to be given by every Feoffee and twenty men under the penalty of two Shillings and six pence each.

Also it is likewise agreed between the said parties that every of the said Feoffees and twenty Men shall from Time to Time upon Notice or Warning given to them or left in Writing at their respective Habitations or Dwellinghouses give his and their diligent Attendance and Travail for the leasing or letting of the said parish Lands aforesaid for the good ordering or well employing the revenues and profits coming and growing of the same Upon the pain of paying and forfeiting two Shillings and six pence a piece by every of them from Time to Time making Default to be paid to the Bailiff or Bailiffs of the said parish Lands of Colyton for the Time being to the use of the poor of the same parish except sickness or any great cause shall let him or them to do his or their endeavours therein the same let or sickness to be adjudged by the rest of the Feoffees and twenty Men.

10<sup>th</sup>  
Such of the twenty Men as shall be obstinate or insubstantial or to be dismissed and others elected.

Also it is agreed between the said parties that if any of the said twenty Men which now are or which at any Time hereafter shall be nominated elected and appointed shall at any Time shew themselves to deal contrary to the Trust in them reposed or to be insufficient obstinate or wilful inclined to serve their own Affections and will not be tractable nor yield their Consent to such good Order as from Time to Time shall be thought most meet and convenient for the Benefit and Behoof of the parish of Colyton aforesaid according to the good liking of the most part of the rest of the said twenty Men and Feoffees that then it shall and may be lawful to and for

# Articles of Covenants

and Agreements indented had made and agreed upon the  
in the Year of the Reign of our Sovereign Lord George the fourth by the Grace of God

of the united Kingdom of Great Britain and Ireland King defender of the Faith and in the Year of our Lord One thousand eight hundred and twenty five  
Samuel Palmer late of Colyton in the County of Devon but now of Warwick in the County of Essex Gentleman Sir William Temple Baronet of Stoke House in the County of Devon Baronet The  
Reverend Frederick Barnes Doctor in Divinity Samuel Sampson and William Payne Esquires James Kington Gentleman Liveaux Trade James Surgeon and Apothecary John Snook Tanner  
Joseph Sobell Builder Richard Kettle Ironmonger James Pady Yeoman and Charles Notham Linen Draper all of the parish of Colyton aforesaid elected and chosen to be Feoffees In Trust  
of the parish Lands of Colyton aforesaid of the one part and Philip Palmer Ironmonger Joseph Boalch Butcher Samuel Snook Gentleman Isaac White Blizzens Miller William Mayne  
Joel Miller Tallow Chandler Joseph Power Builder Matthew Bolstone James Legg Blacksmiths Thomas Edwards Butcher John Frott Samuel Daniel Watchmakers William  
Skinner Glazier John Smith Plumber James Farmer Carpenter John Smith Henry Saward Edwainers Thomas Lane Yeoman Samuel Selter Baker and Thomas Duce  
Major Schoolmaster being all parishioners of, and such as themselves or their parents have Estates in, the said parish of Colyton who are commonly called or known  
by the Name of the twenty Men of the said parish of Colyton of the other part as follows.

**In the first place** it is agreed between the said parties that the Charter of the purchase of the Maner of Colyton aforesaid and all other Deeds and writings belonging to the parish Lands  
and Accounts of the said parish shall forthwith be put into such convenient place as shall be by the said parties or most part of them thought fit and safe for the keeping and preserving of  
them from Spoil and Spoil of evil persons and other casual Accidents there to be kept under three Locks and three Keys To the use of the parishioners of the said parish of Colyton that now  
be or which hereafter shall for ever more of the which Keys one shall remain in the Custody of the said Feoffees and the two Keys in the several Custodies of such of the said twenty Men as  
shall be thought most convenient by the said Feoffees and twenty Men or the more part of them.

**Also** it is agreed between the said parties that for the receiving of the Rents Rates Fines Casualties and profits of all the parish Lands of Colyton aforesaid one or two Bailiff or Bailiffs shall  
be elected and chosen yearly the Wednesday next after Easter Day by the said Feoffees and twenty Men and the more part of them the said Feoffees and twenty Men for the Time being which said  
Bailiff or Bailiffs shall continue and execute the said office one whole Year or longer Time if it shall be so thought good and convenient by the said Feoffees and twenty Men or the most  
part of them and the said Bailiff or Bailiffs agreeing thereto the same Bailiff or Bailiffs shall also once every Year in which he or they shall be Bailiff or Bailiffs view all and singular the  
said parish Lands of Colyton to see whether any Waste Spoil or Decay or other material Thing to be found in or upon any of the said Lands and if any Waste Spoil or Decay or other  
material Thing to be found in upon or concerning the said Lands in prejudice of the parishioners of Colyton aforesaid to signify the same to the said Feoffees and twenty Men  
the next Sunday following after such Waste decay or other material Thing so found to the end that speedy reformation of such abuse may be had which said Bailiff or Bailiffs shall  
have such yearly Fee and allowance for their Travels in and about the Execution of his or their said office as other Bailiff or Bailiffs heretofore have had or more if it shall be thought  
good by the said Feoffees and twenty Men or the more part of them.

**Also** it is agreed between the said parties that the said Bailiff or Bailiffs from Time to Time so to be elected and chosen before he or they shall intermeddle or have to do with his  
or their said office enter into a Bond to one of the said Feoffees or to one of the said twenty men or to both in such a sufficient Sum of Money as shall be equal to his or their Receipts to bring  
in and give up unto such Auditors as shall be appointed a perfect and true account of all and singular the Revenues Rents Profits Casualties or such Sums of Money as shall come  
to his or their Hands or which he or they may receive without Suit of Law and that the same accounts shall yearly be made and delivered to the said Auditors within eight and twenty  
Days after Easter Day which said Accounts the said Auditors shall receive peruse and cast up who finding any Decit faults or Error therein shall further make the same known unto  
the said Bailiff or Bailiffs to the End that the said Bailiff or Bailiffs may repair and amend the same and thereupon the said Bailiff or Bailiffs shall within forty Days after Easter Day  
yearly so long as he or they shall be Bailiff or Bailiffs level and clear his or their accounts for the Year past before so many of the said Feoffees and twenty Men as shall be present  
which said Accounts so being audited perfected levelled and cleared the said Feoffees and twenty Men having the Keys of the place appointed for keeping the said Charter and writings  
shall lay up and put into the same place there to remain to be seen at all Times if Decasion so required and the surplus of Money remaining due upon every such account shall forthwith  
be paid and delivered to such Treasurer as shall be appointed in that Behalf.

**Also** it is agreed between the said parties that before any Lease or Grant of any of the said parish Lands of Colyton shall pass or be letten to any person or persons whatsoever  
that the said Feoffees or twenty Men or the most part of them shall at some convenient Time or Times meet and confer together about the Granting Leasing or letting thereof  
to consider of the same and therein to give their advise and Counsel which shall be fittest to be done in that Behalf of which meeting and Conference so to be had the vicar Minister  
or parish Clerk for the Time being or the Bailiff for the Time being shall give warning in the Church or Church Yard after evening Prayers in this sort or the like in Short

1<sup>st</sup>  
Repository for the Charter and  
other Writings under three Keys.

2<sup>nd</sup>  
parish Bailiff chosen yearly  
on Wednesday after Easter and  
Duty of his office.

3<sup>rd</sup>  
parish Bailiff to give a Bond  
and his accounts yearly to be  
rendered within twenty eight  
Days of Easter.

4<sup>th</sup>  
No Lease to be granted before  
conference and Advice given in the  
Church or Church Yard.

Signed sealed and delivered by the within named *viz* William  
Templer pole James Kingdon Liveaus Stede Symes John Snook  
Joseph Seobell Richard Kettle Jacob Paoly Charles Northam Philip  
Purman Joseph Bealeh Samuel Snook Joseph power Matthew  
Kilstone James Clegg John Trall William Skinner John Smith  
Plumber James Farmer John Smith Godwaver Henry Seaward  
Thomas Lane Samuel Sellen, and Thomas Dowe Major. in the presence of  
*Wm. Sellen* of Colyton  
*John Dowe* Clerk to Mr. Drake

Signed sealed and delivered by the within named Samuel Palmer  
(being first duly stamped) in the presence of  
*Elizabeth Ann Palmer*  
*Mary Jane Jane Palmer*

Signed sealed and delivered by the within named William Hague  
in the presence of

*William Seobell*  
*Wm. Sellen*

Signed sealed and delivered by the within named  
Frederick Barnes, Thomas Edwards and Samuel Daniel in presence of us

*William Seobell*  
*Wm. Sellen*

Signed sealed and delivered by the within named  
James White Higgins in the presence of us  
*Sarah Snook*  
*Mary Higgins*



Dated 29<sup>th</sup> June 1825.

# Articles of Agreement

Between the

## Seoffees and Twenty men

of the

## Chamber of Colyton Com<sup>ty</sup> Devon.

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