

24<sup>th</sup> Nov: 1742.

Articles between the Feoffees and the  
Twenty Men of the Chamber of Colyton

8c



Repository for  
the Charter and  
other writings  
under three bays

**ARTICLES** of tenements and Agreements Incidente had made and agreed upon the four and twentieth Day of November in the  
sixteenth year of the reign of our soveraigne lord GEORGE the second by the grace of god of great Britain France and Ireland  
**King Defender of the faith and so forth and in the year of our Lord one thousand seven hundred forty two.** Betweene  
John Sampson Esquire a. William Sampson his younger Thomas Drake gentleman his Veryard Batisfor in Plymptt Francis Scott  
Edmund Stoner knight Baronet of Seaford Banbury William Weston Esquire gentleman John Bradshaw knight  
Baldry gentleman a. and Edward Sainzle Roman x.  
x.  
Colyton aforesaid of the one part and Sir William Monges Baronet George Crookham Esquire Edmund Cawood Esquire Sir John Pole Baronet  
James Clerkwood Esquire Ellis Bartlett x.  
Rapper gentleman John Drakes gentleman John Collymorth Tamer x.  
Thomas Drake gentleman John Sampson his younger  
gentleman William Drake gentleman William Chapple gentleman Richard Broome gentleman Thomas Earle gentleman John Hood Miller  
and John Reed gentleman being all parishioners or such as themselves or parents have estates in the parish of Colyton aforesaid who are to only  
talled or known by the name of the Countrymen of the said Parish of Colyton of the other part as followeth.

**IMPRIMIS** it is agreed betweene the said parties that the charter of the parishes of the manor of Colyton aforesaid and all other writings concerning the parish lands and accounts  
of the said parish shall forthwith be putt in such convenient place as shalbe by the said parties or most part of them thought fit and safe for keping and preseruing of them from  
perill and spoil of evill persons and other tairial accidents there to be kept in one place to the use of the parishioners of the said parish of Colyton that noone or nothing  
hereafter shall be for want of the which they one shall remaine in the custody of the said feoffees and the other keep in the sevral custodys of such of the said Countrymen as shall be  
thought most convenient by the aforesaid feoffees and the Countrymen or the more part of them.

**2**  
**Parish Bailiff** ....  
... shalbe yearly .  
Wednesday after  
Easter and the  
duty of the place  
is to  
be  
glossed and therewithal  
the  
Tuesday next after Easter day by the said feoffees and twenty men or the more part of the same feoffees and twenty men for the time being which  
said  
Bailiff or Bailiffs shall toulme and counte 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 thereunto the same  
Bailiff or Bailiffs shall also owe every year in reliffe of the office shall be  
Bailiff or Bailiffs to all and a  
singular the said Parish lands of Colyton to see whether any reliffe or other material thing be found in upon any of the same lands and if any want or  
other material thing be found in upon or concerning the said lands in pycarie of the parishioners of Colyton aforesaid to signify the same to some of the said feoffees and twenty men  
the next Sunday following after finding out or other material thing be found to the end that speedie reformation of such abuse may be had wherein said  
Bailiff or Bailiffs shall haue  
such yearly fee and allowance for his tyme in and about the execution of his or their said Office as other  
Bailiff or Bailiffs hereto fore haue had or more if it shall be so thought  
good by the said feoffees and twenty men or the more part of them.

**3**  
**Parish Bailiff** to give bond  
to the summe of  
and his account  
days after Easter day which Account the said Auditors shall receive peruse and tast in who finding any debit faults or errors therein shall forthwith make the same knowne unto  
the said  
Bailiff or Bailiffs to the end the said  
Bailiff or Bailiffs may reform and amend the same and thereupon the said  
Bailiff or Bailiffs shall pay him forty days after Easter day yearly  
yearly to be rendered the said  
Bailiff or Bailiffs to the end the said  
Bailiff or Bailiffs may reform and amend the same and thereupon the said  
Bailiff or Bailiffs shall render unto each his or their said Accounts for the year past before so many of the said feoffees and twenty men as shall be present within said  
within eight and so long as he or they shall be  
Bailiff or Bailiffs and for each his or their said Accounts for the year past before so many of the said feoffees and twenty men shall be present within said  
moynys days of Easter  
Accounts so being gaured and perfited shewed and heard by the said feoffees and twenty men having the keys of the place appointed for keeping of the said Charter and writings shall lay up  
and putt into the same place there to remain to be seen at all times if occasion so requireth and the surplusage of money remaining due upon every such Account shall forthwith be  
paid and delivered to such treasurer as shall be appointed in that behalfe.



4 **Q[uo]d** It is agreed betweene the said parties that before any lease or grant of any part of the said parish lands of Colyton shall pass or be letten to any person or persons who soever that the said feoffees or twenty men or the most part of them shall at some convenient time or times meet and conser together about the granting leasing or letting thereof to consider of the same and herein to give their adise and counseil which shall be fittest to be done in that behalf of whom meeting and consering so to be had the Vicar Minister or Parish Clerk for the time being or the said Baillif for the time being shal give hearing in the Churche or Churcheyard after evening prayer in this sort or the like as followeth That is to say Neighbours this day after evening prayer ordinari a day a conserne is to be had about the leasing or letting of such a tenement or other a piers of ground lying in such a place being of the parish lands at Colyton conserne how that by the offices and twenty men ought to be present.

5 **Q[uo]d** It is agreed betweene the said parties that the sale for leasing setting 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 to bargain for such things as shall be 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 of the feoffees or twenty men may heare and see what is done in that behalf wherein they also may give their adise and consent about the leasing or letting thereof if neede require or to make offer for estates of those thinges wher wher are then fitt to be leased or granted and the best Chapman to be heard.

6 **Q[uo]d** It is agreed betweene the said parties that no lease or grant hereafter to be made of any part or partell of the said parish lands to any person or persons who soever either for a term of five or sixteyn year or years or otherwise but only at the publicke 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 in 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 there of shall signe 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 agreement and upon reasonable tenuants upon pain of five shillings for every week to be paid by every of the said feoffees wher wher shall chuse to let and deliver the same to the Baillif for forfeiture and pain is to be paid to the Baillif or Baillifs of the said parish lands aforesaid to the use and behoef of the poore of the said parish and that every such lease so to be made shall be indented the counterpart whereof shall forthwith after the sealing thereof be put into the aforesaid place appointed for keeping the charters and writings aforesaid where to be kept.

7 **Q[uo]d** It is agreed betweene the said parties that if any of the said feoffees or 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 articles that then the said person and persons do offend and every of them shall forfeit and pay to the Baillif or Baillifs 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 for forfeitures to be to the use and behoef of the poore of the aforesaid parish according to the districcion of the rest of the said feoffees and twenty men or the more part of them.

8 **Q[uo]d** It is agreed betweene the said parties that if any of the said feoffees or twenty men shall obstinately wilfully or unadvisedly take upon him or them to towre 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 thereto first had and obtained that then such person and persons so offending and every of them shall forfeit and pay unto the Baillif or Baillifs 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 whiche money so forfeited shall be bestowed to the use and behoef of the poore people of the said parish of Colyton according to the districcion of the rest of the said feoffees and twenty men by the consent of the most part of them.

9 **Q[uo]d** It is likewise agreed betweene 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 habitation or dwelling houses give his and their diligent attendance and travel for the leasing or letting of the parish lands aforesaid for the good ordering or well imploying of the rents revenues and profits coming an growing of the same upon pain of paying and forfeiting two shillings and six pence a piers by reason of them from time to time making default to be paid to the Baillif or Baillifs of the said parish lands of Colyton for the time being to the use of the poore of the said parish except subsidies or any great taxes shall let him or them to do his or their endevours therin in the same lett or default to be adjudged six pence a piers by the rest of the said feoffees and twenty men.



**C. 10**

Such as  
are obstinate  
or insufficient  
and so forth to  
be dismissed and  
others elected.

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  
be such as to deal contrary to his trust in them reposed or to be insufficient estimate or wilfully inclined to serve their own affections and will not be tractable nor yield their consent to such  
good orders 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 his good liking of the more part of the cost of  
the said twenty men and fees that then it shall and may be lawfull to and for the rest of the said twenty men and fees by the consent of most of their voices to dismiss exile and sent out  
of their society and company the said person and persons so being found to be obstinate wilful or insufficient and in his and their place and places to nominate elect and appoint some  
other meet and sufficient person or persons to supply their place and places of them and each of them so dismissed and departed.

**C. 11**

Any of this twenty  
men that shall all  
come to be refused  
and freed from penalties  
and losses six are removed  
or dead six other to be  
filled in half a year of  
such removal or death  
by the survivors under  
penalty of five shillings

It is likewise agreed between the said parties that if any of the said twenty men which now are or hereafter shall happen to be removed that then the person and persons so removed shall no  
longer be any of the said twenty men but shall be excluded and also from thenceforth freed from all forfeitures pains and penalties which upon him or them might be inflicted by reason of  
these Articles of Covenants and that in case any of the said twenty men shall happen to be removed or die that then six other honest men of the said parish or of such persons who either then  
lives or their parents have estates in the said parish shall be elected nominal and appointed and put in the place of them so removed or dead by such officer of the said twenty men and  
such of the said fees as shall be then alive 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 fees and twenty men  
such being alive other than such of the same fees and twenty men shall be able to prove by the testimony of two credible persons that he or they were present and ready at the time and  
place appointed to do his or their duty in this election and appointment provided always that bearing so 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.

**C. 12**

when the fees  
are in number but  
three then they are  
with the twenty men  
within one month  
to make a new  
appointment and so forth  
to two fees under  
penalty of twenty shillings

It is agreed between the said parties that whenever the said fees shall come to the number of three that then the same three fees and the said twenty men or the more part of them for the time being  
shall within one month next after the said fees shall be in number but three nominal and appointed to make up the number of new fees into whom the said three old fees shall by good  
and sufficient cause in the time of the tests of the parish of Colyton aforesaid within forty days next following to make and cause all such lands tenements and hereditaments as then the said  
old fees stand seized of 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 fees and their heirs for ever  
to the same uses that the said old fees 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 fee for every week  
that he or they shall refuse or detract the time to do their duties herein and upon pain of five shillings to be paid by every of the said twenty men for every week that he or they shall neglect their duties on 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 such only as shall willingly covenant by writing under his or their hands and seals to the fees aforesaid truly to observe and perform full and keep  
all and every the Articles and Agreements in these presents contained according to the purport and true meaning of the same whether his or their parts are or ought to be performed and kept as other the  
twenty men here now have covenanted and faithfully promised.

**C. 13**

Court of Shireman  
Court of Eyre poledas  
and a Notary public  
and their several duties

It is likewise agreed between the said parties that for the said some honest and discreet person or persons be appointed and compounded with all to do and execute within the aforesaid parish of Colyton  
these three offices heretofore expressed That is to say to exercise and execute the Office of the Clerk of the market for and under the authority of the fees of the parish lands of Colyton aforesaid and shall  
execute the same office from time to time according to the Laws of the land and the privilege of the Charter of Colyton aforesaid hereby to preserve and save the same liberties and privileges of the said  
parish herein for want of execution may be infringed whereby to keep the Court of eyre poledas and during the fairs therein shall be helden and kept within the said parish of Colyton as is lawfull  
by the letters patent of Colyton aforesaid and as is also in other fairs used and accustomed and thirdly to be a notarie to register and keep a booke 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 fees and twenty men or the more part of them for whose paynes and travell in his behalf  
of his said person or persons so to be appointed shall have and yearly fee and allowances as he or they may be reasonably agreed with by the said fees and twenty men or more part of them.

**C. 14**

No action brought  
without recovery of  
the cost of his fees  
and twenty men under  
penalty of five pounds

It is likewise agreed 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 fees of the parish lands of Colyton or in the name of any of them for any matter or cause whatsoever 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 fees or the more part of them that then the said fees or any of them shall not release any such suit or action so preferred or commenced or set forth or know suit in the  
same nor shall release any person or persons whatsoever by law any cause or suit of action may grow before suit be commenced as aforesaid without the consent of the rest of the said fees and twenty men or  
the more part of them upon pain of five pounds of lawful money of England by every and making default over and above the damage that the defendant or may cause 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.

**15** **Art. 15.** It is agreed betweene 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 anything 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 loose to the poor of the said parish six pence of turrent english money to be paid to the said parish Baillif to the use of the poor aforesaid.

**16** **Art. 16.** It is further understood and agreed upon by and betweene the said parties that it shall and may be lawfull from time to time to and for the said Baillif or Baillifs for the time being to levy the said forfeitures and pains limited and appointed as is aforesaid by way of distress to be taken of the goods and chattles of such as shall offend contrary to the said agreements and Articles aforesaid by which distress and distresses the said Baillif or Baillifs 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.

**17** **Art. 17.** Moreover it is agreed upon betweene the said parties that these Articles and such other Articles as shall be made hereafter by the said twenty men and feoffees which nowe or hereafter shall be or by the more part of them shall openly be read before the parishioners of Colyton aforesaid as many of them as list to be present at their convenient time and times and by the said feoffees and twenty men living or by the more part of them shall be thought meet and convenient if at any time they think it good new Articles to be made and the old to be abolished or reformed as time and occasions shall require and as by the said feoffees and twenty men or the more part of them shall be thought expedient 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.

*Feoffees bound  
with the twenty  
men to perform  
these articles /.*

**18** **Art. 18.** The said John Sampson William Bampfield the younger Thomas Drake Ellis Verney Francis Pratt Thomas Speed Bencetus Marwood William Walrond William Bampfield the elder Thomas Doshins John Bailey xx and Edward Squire feoffees aforesaid do thirteenth promise and grant each of them severally and respectively for himself his heirs Executors and Administrators to and with the said Sir William Yonge Groom Trevelyan Thomas Marwood Sir John Pole xx xx xx xx xx xx James Marwood His Baillif xx Thomas Birks Pinteas Cook Thomas Earle Thomas Clapier John Somes John Collesworthie xx xx xx xx xx xx John Drake John Sampson the younger William Drake William Luppy Richard Swaine Thomas Earle John Good and John Reddington in ch aforesaid and to and with every of them their and every of their Executors and Administrators by these presents that they the said John Sampson William Bampfield Thomas Drake Ellis Verney Francis Pratt Thomas Speed James Bishop John Lapp Duglas Newton Thomas Doshins John Basplough and Edward Squire and every of them from time to time shall well and truly observe perform fulfill and keep all and every the articles and agreements aforesaid according to the intent purport and meaning of the same which on their and every and each of their parts and behalves are to be performed and kept. In witness whereof the parties above named to these present Articles their severall hands and seals interchangably have set the day and year first above written:

John Sampson  
William Bampfield  
Thomas Drake  
Ellis Verney  
Francis Pratt  
Thomas Speed  
John Walrond

John Sampson Junr.  
William Dosey  
Thomas Drake

Good



Sealed and Delivered by the within named  
John Sampson William Sampson the younger }  
Thomas Drake this daye of Thomas Speed  
William Walrond John Sampson the younger }  
William Drake and John Gadd Jr the  
presence of

John Palmer.  
Philip Whitham