

FORM of law and according to their agreement and upon payment of twenty shillings upon pain of shilling for every week to be paid by every of the said feoffees which shall require to deal and deliver the same within forty days and pain to be paid to the Bailiff or Bailli of his parish land as aforesaid for the use and behoof of our of the said parish and that every burgess who shall be indentured the counterpart of this shall forswear after the sealing thereof be put into the aforesaid place appointed for keeping the charter and writings aforesaid to be kept.

Also it is agreed between the said parties that if any of the said feoffees and his wife or husband living time hereafter shall come upon him or her to make any lease or leases grant or grants of any of the said parish lands to any person or persons to him or her to be meaning and intent of the former article that then the said person or persons so offending and breaching the same shall forfeit and pay to the Bailiff or Bailli of the said parish lands of Colyton for the sum being the sum of five pound of current English money and also the value of the same which is to be accounted being valued as it shall be worth to be sold the same for the use and behoof of the poor of the said parish according to the direction of the rest of the said feoffees and twenty four or the more part thereof.

Also it is agreed between the said parties that if any of the said feoffees or his wife or his husband shall by willfully or unadvisedly taken upon him or her to convert and bestow all or any sum or sums of money belonging to the said feoffees without the consent of the most part of the said feoffees and his wife or his husband that then such person or persons so offending and every of them shall forfeit and pay unto the Bailiff or Bailli of the said parish lands of Colyton for the sum being double the value of such money whom or one of them shall be so converted and bestowed the which money so forfeited shall be bestowed to the use and behoef of the poor people of the parish of Colyton according to the direction of the rest of the said feoffees and his wife or his husband by the consent of the most part of them.

Also it is likewise agreed between the said parties that every of the said feoffees and his wife or his husband shall from time upon notice or warning given to them or left in writing at their respective habitacion or dwelling house, premises and their diligent attendance and travail for the holding of the parish lands aforesaid for the good or otherwise employing the revenues and profits coming and growing of the same upon the pain of paying and forfeiting two shillings and a pence a week by every of them from thence to time ensuing default to be paid to the said Bailiff or Bailli of the said parish lands of Colyton for the time being to the use and behoef of the poor of the same parish except sickness or any great cause shall let him or her to do otherwise therein in the meanest or slightest way by the rest of the said feoffees and his wife or his husband.

Also it is agreed between the said parties that if any of the said feoffees and his wife or his husband shall be a ministered elect and appointed shall circuit time and then elsewhere to deal contrary to the trust in them reposed or to be insufficient elect or to willfully or unadvisedly to leave their election and willfully or unadvisedly to come to another place to be ministered elect or to be ministered elect most meet and convenient for the benefit and behoef of the parish of Colyton aforesaid according to the good liking of the more part of the rest of the said feoffees and his wife or his husband that then it shall and may be lawful for the rest of the said feoffees and his wife or his husband by the consent of most of their voices to dismiss and put out of their society accompanying the said person and persons so being found to be obnoxious to the said feoffees and his wife or his husband and to nominate elect and appoint some other meet and sufficient person or persons to supply their places and places of them and each of them so dismissed and cast aside.

Also it is likewise agreed between the said parties that if any of the said feoffees and his wife or his husband shall be excommunicated or hereafter shall be excommunicated or otherwise so to be excommunicated that then the person or persons so excommunicated shall no longer be any of the said feoffees and his wife or his husband but shall be excluded and also from their or his freedom from all forfeiture pains and penalties upon him or them which shall be inflicted by reason of his excommunication and that then he or she or they or any of them shall be compelled to be removed or die that then his or her other fellowmen of the said party of our persons who either themselves or their parents have estates in the said parish shall be elected and appointed to substitute in the place of them so removed or dead by any other of the said feoffees and his wife or his husband or of the said feoffees and his wife or his husband or the more part of them and that within the space of half a year next and immediately after any removal or death of the said feoffees and his wife or his husband or any of the said feoffees and his wife or his husband being alive other than during the time of his or her life present and ready at the time and place appointed to consider their duty in this election and appointment provided always that warning be given in his behalf by the vicar or minister or parson Clerk or Bailiff for the time being as in the said articles before expressed or else no penalty in this article to be forfeited.

Also it is agreed between the said parties that whensoever the said feoffees shall come to the number of three that then the said three feoffees and the said two or more or the more part of them for the time being shall within one month next after the said feoffees shall be numbered but three or more elect and appoint a reasonable number of new feoffees and to whom the said old feoffees shall by a good and sufficient cause remain in the said parish of Colyton aforesaid within forty days next following to make and cause to be delivered to them the said old feoffees from the said office and to the use and behoef of the said parish of Colyton to be used for the same and to hold the same land and tenement so delivered to them to the said feoffees and their heirs for ever to the same use that the said old feoffees now stand seized of upon the several places and penaltie hereto before 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 duty therein and upon pain of fine

Signed Sealed and Delivered by the within named
James Sampson to the presence of - - -

William Bradford
Richard Skinner

Sealed and Delivered by the within named
John Marwood to the presence of - - -

Henry Clarke
Wishlade

Sealed and Delivered by the within named
John Smart in the presence of - - -

John Borstel
James Potter

Signed Sealed and Delivered by the within named John Sampson Esq.
Thomas Drake Edward Squire George Drake John Sampson the younger
Thomas Drake the younger Thomas King Philip Mitchell William
Humphrey Kirkeford Wayne Thomas John Clapp Richard Loyde Thomas
John Linches the younger John Gunthorpe Esq Matthew Poore William
Patt John Marwood Thomas Helle and Philip Mitchell to the
presence of - - -

John W Gaod

Joseph

Signed Sealed and Delivered by the within named
George Young in the presence of - - -
John Marwood
Wishlade

Sealed and Delivered by the within named
John Marwood in the presence of - - -

George Young
John Marwood

1585 F 1 9c
1585 F 1 9d
1585 F 1 9e
1585 F 1 9f

ARTICLES It is agreed between the said parties that the charter of the purchase of the Manor of Colyton aforesaid and all other writings concerning 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 peril and spoil of evil persons and other casual accidents there to be kept under three locks to the use of the parishioners of the said parish of Colyton hitherto or hereafter shall be for evermore of the valuable rents and shall remain in the custody of the said feoffees and the other two keys in the several custody of such of the said twenty men as shall be thought most convenient by the said feoffees and twenty one or the more part of them.

ARTICLE 2. It is agreed between the said parties that for the receiving of the rents and fines and casualties and profits of all the parish lands of Colyton aforesaid one or two Bailiffs or Bailiffs shall be elected and chosen yearly the Wednesday next after Easter day by the said feoffees and twenty men or the most part of them the said feoffees and twenty men for the time being upon the said Bailiff or Bailiffs shall continue and be entitled to the said Office one whole year or longer time if it shall be thought fit 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 continue every year until they shall be Bailiff or Bailiffs vicar all and singular the said parish lands of Colyton to see whether any waste spoil or decay or other material thing be found in or upon any of the said lands and if any waste spoil or decay or other material thing be found in upon or concerning the said lands in prejudice of the parishioners of Colyton aforesaid to signify to some of the said feoffees and twenty men the next Sunday following after such waste or 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 fees and allowances for their travail in and the execution of his or their said Office as other Bailiff or Bailiffs heretofore have had or more if it shall be thought fit good by the said feoffees and twenty men or the more of them.

ARTICLE 3. It is agreed between the said parties that the said Bailiff or Bailiffs continuing to time to be elected and chosen before his or their said Office enter into 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 rents to bring in and give up unto such auditors as shall be appointed a perfect and true account of all pecuniary the rents and profits of casualties or surpluses of money as shall come to his or their hands or receipts or they may receive without suit of law and that the same account shall be yearly made and delivered to the said auditors within eight and twenty days after Easter day whereupon the said auditors shall receive expense and travayle finding any defect faults or errors therein shall forthwith make the same known 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 within forty days after Easter day yearly solonc as he or they shall be Bailiff or Bailiffs leave and clear his or their account for the year past before so many of the said feoffees and twenty men as shall be present with the said account so being audited perferred and cleared the said feoffees and twenty men having the said expenses 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 occasion so requires and the surplus of money remaining due upon every sum account shall forthwith be paid and delivered to such treasurer as shall be appointed in their behalf.

ARTICLE 4. 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 let to any person or persons whatsoever that the said feoffees or twenty men or the next part of them shall at some convenient time or times meet and confer together about the granting, or letting thereof to consider of the same and thereunto give their advise and Council which shall be fittest to be done in that behalf of a public meeting and conference to be had this day or the next day or the day after or any day thereafter as follows vizt. Neighours this day after evening service or such a day as 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.

ARTICLE 5. It is agreed between the said parties that the sale for leasing, letting or letting of the said parish lands or any part thereof shall be made in such open and convenient places where strangers may have access freely to offer and bargain for dairymen as are to be let or 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 advise and consent about the leasing or letting thereof if need so require or to make offer for estates of those things which are then there to be leased or granted and the best expence to be heard.

ARTICLE 6. 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 divers years or for a shorter time or for a year or years but only at the publick 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 during the same or for a year or years to be made by the said feoffees and twenty of them within one and twenty days after request unto them to be made by the buyer thereof shall be made and delivered as their Deed so as it is exhibited and offered unto them in writing made in due form and sealed and attested by the said feoffees and twenty men.