





Signed Sealed and Delivered by the within named  
James Sampson to the presence of  
William Spufford  
Richard Skinner

Signed and Delivered by the within named  
James Marwood to the presence of  
Henry Clarke  
Wahlade

Sealed and Delivered by the within named  
John Smart in the presence of  
John Corfield  
7<sup>th</sup> 1666  
James Potter

Signed Sealed and Delivered by the within named  
John Sampson Esq.  
Thomas Drake Edward Spurr  
Thomas Drake the younger  
Guppy Richard Payne Thomas John Capt Richard Lloyd Thomas  
John the younger John Subilligan  
John Marwood Thomas and Philip Michell to the  
presence of  
John Wood  
Joseph

Signed Sealed and Delivered by the within  
named George Yonge to the presence  
of  
John Marwood  
Wahlade

Sealed and Delivered by the within named  
John Marwood in the presence of  
James Corfield  
James Potter

Witness  
The Justices of the Peace for the County of Boston  
John May 1666

**Imprints**

It is agreed between the said parties that the charters of the purchase of the vicarage of Colyton aforesaid and all other writings concerning the parish lands and amounts 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 hereunto 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 be for ever more of the which keys one shall remain in the custody of the said feoffees and the other two keys in the hands of the said twenty men as shall be thought most convenient by the said feoffees and twenty men or the more part of them.

**Item** It is agreed between the said parties that for the receiving of the rents issues 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 or the more part of them the said feoffees and twenty men for the time being within 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 more 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 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 spoil 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 allowance 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 good by the said feoffees and twenty men or the more of them.

**Item** 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 in or meddle or have to do with 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 receipts to bring in and give up unto such auditors as shall be appointed a perfect and true account of all 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 be yearly made and delivered to the said auditors within eight and twenty days after Easter day within said account the said auditors shall receive peruse and read up who 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 solemnly swear or they shall be sworn and thereupon the said Bailiff or Bailiffs shall lay up and put into the same place hereto remain to be seen at all times if occasion so requires 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.

**Item** It is agreed between the said parties that before any lease or grant of any of the said parish lands of Colyton shall be letten to any person or persons whatsoever that the said feoffees or twenty men or the more 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 therein to give their advice and Counsel which shall be fittest to be done in that behalf of which meeting and conference so to be had the said Minister or parish Clerk for the time being or the Bailiff for the time being shall give warning in the Church or Churchward after evening prayer in this sort or the like in effect 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.

**Item** It is agreed between 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 bargain for such things as then are so 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 of those things which are then to be leased or granted and the best Chancery to be heard.

**Item** 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 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 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 signify and deliver as their deed so as it be exhibited and offered unto them in writing made in due

Parish Bailiff to give bond  
to the amount of such sum  
of money as shall be equal  
to his receipts within eight  
and twenty days after  
Easter

Parish Bailiff to give bond  
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of money as shall be equal  
to his receipts within eight  
and twenty days after  
Easter

Strangers to have access  
to offer

Parish Bailiff to give bond  
to the amount of such sum  
of money as shall be equal  
to his receipts within eight  
and twenty days after  
Easter