

Dated 20th April 1837

The Feoffees of Colyton
to
Mr. Robert Power } Lease for 14
Years as within
mentioned. }

From Lady day 1837 at 120^L

8/10

This Indenture

made the Twentieth eighth Day of April in the Year of our Lord one thousand eight hundred and Thirty seven
 between Sir William Temple Kt Baronet The Reverend Doctor Frederick Barnes William Payne Esquire James
 Kingdon John Snook Jacob Tady and Charles Northam Gentlemen / Treasurers in Trust of the Parish Lands of Colyton in the County of Devon of the one part and Robert Sower of
 Colyton aforesaid Yeoman of the other part **Witnesseth** that the said Treasurers by and with the Consent and assent of the survivors of the Twenty men of the parish Chamber of Colyton aforesaid and in
 consideration of and under and subject to the performances of the Agreements of the said Robert Sower his executors and administrators and the payments of the Rents and observance of the Covenants exceptions
 reservations and provisos hereinafter respectively mentioned **Do** and each and every of them **Doth** demise and to farm let unto the said Robert Sower his executors and administrators **And** those
 Tenements or Farms called Lovelhayne and Buddleshays situate and being in the parish of Colyton aforesaid with their Appurtenances now in the occupation of the said Robert Sower as Tenant to the
 said Treasurers Excepting and reserving out of this Demise unto the said Treasurers their heirs successors and assigns all Trees Saplings stands Mines Quarries Minerals Metals Game Fish Wild Fowl Royalties
 casual profits and Franchises now being or which shall or may be happen or be found respectively in or upon the said premises or any part thereof and full liberty for them or any or either of them and their
 any or either of their Agents Servants or attendants with Horses and Carriages or otherwise of Drags carts or regges into from upon and over the said premises to view the state and condition thereof and
 to repair and amend the same and to hawk hunt fish and to cut down work up search for take carry away and enjoy respectively such said excepted trees saplings stands Mines Minerals and
 Quarries Metals Game Fish and Wild Fowl Royalties casual profits and Franchises respectively and for all lawful purposes at their any or either of their free will and pleasure and to manure till sow
 grass seeds gutter and water and to enclose all or any of the common or waste lands belonging to the said premises or any part thereof as hereinafter mentioned respectively **To have and to hold**
 the said Tenements or Farms hereby demised with their Appurtenances / under and subject to the exceptions reservations provisos and authorities herein mentioned / unto the said Robert
 Sower his executors and administrators from the Twentieth fifth day of March last for and during and unto the full end and term of **fourteen** years from thence next ensuing **Yielding and**
Paying therefore unto the said Treasurers their heirs successors and assigns Yearly and every Year during the said Term the Rent or Sum of One hundred and Twenty pounds of lawful Money
 current in Great Britain in four equal portions on Midsummer day Michaelmas day Christmas day and Lady day the first portion thereof to be paid on Midsummer day next ensuing the date
 hereof except the last half Years Rent which is hereby reserved to be paid on the Twentieth day of September next proceeding the termination of this demise **And also yielding and paying**
 the further Yearly Rent of Forty pounds by the Acre of like lawful Money for such part or parts of the closes called the Linch ^{meadow} Green Close Calves Close and Buddleshays mead or any other
 part or parts of the said hereby demised premises which have been in pasture for the last seven Years that shall be ploughed broken spitted or tilled sown or planted with any Corn Grain
 pulse seeds roots or other thing and for such part or parts and so much of the said hereby demised premises as shall be sown with Hemp or Flax seeds And also a Rent in respect of all monies which
 shall be expended by the said Treasurers their heirs successors or assigns during the said Term in inclosing any of the Common or waste lands belonging or appertaining to the said hereby demised premises
 such lastly mentioned Rent to be computed after the Rate of Ten pounds per Centum per Annum on the Money so expended from the time or times of the expenditure of each Sum the two lastly
 mentioned several Rents to commence and be payable as to each several parcel of Land so ploughed broken or spitted up tilled sown or planted and sown to such Hemp or Flax seeds and such expenditure
 respectively as aforesaid and to continue payable from thenceforth during the then residue of the said Term and to be paid on the same days and times as the Yearly Rent of One hundred and
 Twenty pounds hereinbefore reserved are made payable **And** the said Robert Sower doth hereby for himself his heirs executors administrators and assigns and for every of them covenant
 promise and agree to pay unto the said Treasurers their heirs successors and assigns the said several Rents or sums of lawful Money as aforesaid on the several days and in manner hereinbefore
 mentioned for payment thereof and to pay bear and discharge all Rates Taxes Burthens Impositions Incumbrances and all other outgoings with or to which the said demised premises or any
 part or parts thereof or any person or persons in respect thereof now are or is or shall or may be rated charged imposed or burthened subject or liable to during the said Term **And** preserve the Game
 on the said premises **And** at his or their own costs maintain in good and substantial condition and repair during the said Term all the Glass windows and lead work thereof Doors Shelves
 Shutters Fixtures locks keys bolts bars and other fastenings Racks and mangers belonging to the said Farm house barn stable and other outbuildings and all the Gates Gate posts Gate Irons
 pales rails battens hedges ditches drains watercourses and fences belonging to the said premises and leave and deliver up the same respectively in such good condition and repair
 at the determination of the said Term being allowed by the said Treasurers their heirs successors and assigns sufficient rough timber and Stone for and towards such repairs **And** shall and
 will as often as occasion shall require now make dyke and stretch all the hedges of the said demised premises and let up and preserve the same and likewise preserve all the Trees
 Imps and Saplings which now are or shall be and which shall be marked from time to time during the said Term by Order of the said Treasurers their heirs successors or assigns on the
 said premises from being injured and shall and will pay penalties of Ten shillings for every Rope of Hedge which shall not be made and added as aforesaid **And** shall and will
 preserve the Trees in the orchards belonging to the said Premises from being injured by Cattle and for every Tree which shall be blown down fall down or decayed during the said Term
 supply and plant at his and their own costs and charges as soon after as the season for planting will permit a good young apple Tree or Tree in the room or place thereof and
 preserve the same as aforesaid **And** shall and may once in every two years at proper seasons cut one seventh part of the underwood and no more in the Coppices of the said premises
 such cuttings of underwood shall not be under the growth of seven years and before every such cuttings as aforesaid give to the said Treasurers their heirs successors or assigns one month
 Notice in writing to be left at some or one of their place or places of abode for that purpose and shall leave all the wood growing on the said premises full two years growth prior to
 the end of the said Term as well on the Hedges as in the Coppices and at his and their own costs draw and carry all materials for repairing and provide and deliver when and
 where wanted good Reed Spars and willows for thatching the Buildings on the said premises to being paid or allowed the then market price for every one hundred Sheaves of such Reed each
 Sheaf weighing Twenty eight pounds **And** also will yearly during the said Term cut open and spread all mole hills and ant hills and destroy the moles and ants there and cut and mow all rushes
 and weeds growing on the meadow and pasture grounds hereby demised and at such times and seasons as will prevent their future increase **And** also will yearly during the said

Revenue of
Saplings & Game



To enclose Commons

Term 14 years
April 1202

400 here for breaking pasture
A Newing Newing Day

100 cents for enclosing
Common Land

Tenant to pay all
Rates & Taxes

Repair windows &c
Repair Gates &c

To be allowed
Rough Timber & Stone

Saplings &c

apple Trees

A month's notice to be
given before cutting Coppice

To pay
at
price

Term

spend and consume on the said premises all the Turnips Hay Straw chaff and clover which during the said Term shall arise from the said premises and the Tythe thereof (if compounded for) and will cause all the muck dung and compost which shall be made on the said premises to be spread on such part of the pasture Lands as shall most require the same and cause all the muck dung and compost produced on the said premises in the last Year of the said Term (except such part thereof as shall be used in preparing for Turnips) to be shovelled up in heaps upon some convenient part of the said premises and there left for the benefit of the said Feoffees their heirs Successors or Assigns without any allowance or compensation And also will in the last Year of the said Term lay and place all the Crops of Corn and Grain that Year growing or arising upon the said premises in the Barons and Stack Yards belonging thereto and deliver or leave the Straw Chaff and corder arising therefrom in good condition and at convenient times for the use of the said Feoffees their heirs successors or assigns or their incoming Tenant And also that he the said Robert Power his executors or administrators shall not take more than two successive crops of Corn Grain or pulse from off any part of the said lands (except Turnips) which shall be sown after the first of such two Crops and cause the Turnips produced therefrom to be hoed scoured and preserved for a crop and that immediately after such crop of Turnips and with the last of such two Crops which shall be of Lent or Summer Corn lay the land down with sound grass seeds and continue the same so laid down for one year to be computed from the first day of August next after sowing such grass seeds and will at the end of the said Term leave the said arable lands according to the course or mode of husbandry above prescribed and leave all the last years hay and turnips for the benefit of the said Feoffees their heirs Successors or Assigns on being paid for the same according to a valuation to be made thereof as hereinafter mentioned And the manner of dropping for Crops as aforesaid shall be fifteen hogheads of good lime or one hundred and twenty horse loads of good rotten dung or a proportionable quantity of each to an acre of the arable ground the like quantity of good dung or a proportionable quantity of lime and dung mixed to an acre of meadows or pasture ground the same to be a sufficient dropping and manurement And also the said Robert Power his executors or administrators shall not nor will plow break up or till sow or plant any part or parts of the closes or any other part or parts of the said premises which hath or have not been plowed broken up or tilled sown or planted within the seven years or otherwise as aforesaid nor shall or will plant or sow more than two acres of the said hereby demised premises in any one year of the said Term to Potatoes nor take more than one Crop of grass or seeds from the parts of the said premises which shall be sown after the dropping and manuring the same respectively as hereinbefore mentioned without again so dropping and manuring previously to again cutting any grass or seeds from or tilling sowing or planting as aforesaid And also that he the said Robert Power his executors administrators or assigns will permit the said Feoffees their heirs successors or Assigns to sow grass seeds with the Summer Corn if required to be sown on the said premises in the last Year of this Demise and will harrow in the same gratis and give him or them or their incoming Tenant four days previous notice of the time of sowing the Summer Corn And shall pay to the said Feoffees their heirs Successors or Assigns or the incoming Tenant a reasonable sum for sowing such seeds and so much money as the grass seeds so sown shall be worth at that time And the said Robert Power his executors or administrators shall secure the grass arising from all the seeds to be sown as aforesaid from being injured but may depasture the same at any time before the fifth day of November in the last Year of the said Term with sheep only And shall and will allow the said Feoffees their heirs successors or assigns or their incoming Tenant after the first day of June in the last Year of the said Term to enter upon all such part and parts of the arable land that shall be out of tillage and to plow break up till and sow the same to any corn Grain or pulse and do therewith as they or any or either of them shall think fit and to draw dung from the Courts and Barton for manuring the same and after the Twenty fifth day of December in the said last Year they the said Feoffees their heirs Successors or Assigns as aforesaid may enter into and upon all such other part and parts of the said premises as shall have been heretofore gutted and watered and gutter and water the same and at any time or times during the said Term to enter into and upon the said premises to enclose the said Common and waste lands or any part thereof without making any satisfaction And also that he the said Robert Power his executors administrators or assigns shall not nor will let underlet or assign over or otherwise part with all or any part of the said premises for all or any part of the said Term without the previous consent in writing of the said Feoffees their heirs successors or assigns And that it shall be lawful for the said Feoffees their heirs successors or assigns their agent or attorney by their direction from time to time and at all times in law any person or persons shall at any time or times during this Demise hunt course fish fowl or sport upon the said premises or take kill destroy or disturb the game or fish thereon or attempt so to do to warn or give notice in the name of the said Robert Power his executors administrators or assigns to such person or persons to forbear coming on the said premises and that the said Robert Power his executors administrators or assigns will on the request of the said Feoffees their heirs successors or assigns or their attorney or agent sign and cause to be delivered such notice to such person or persons as aforesaid And also that it shall be lawful for the said Feoffees their heirs successors or assigns if they shall think fit to bring any action or actions suit or suits and prosecute the same or otherwise proceed against all and every such person and persons in the name or names of the said Robert Power his executors administrators or assigns and that the said Robert Power his executors or administrators shall not at any time release disavow otherwise discharge any such action suit or proceeding without the previous consent in writing of the said Feoffees their heirs successors or assigns they the said Feoffees their heirs successors or assigns defraying the costs and charges of every such suit action and proceeding and saving harmless the said Robert Power his executors administrators or assigns therefrom And the said Robert Power his heirs executors and administrators both hereby also covenant with the said Feoffees their heirs successors and assigns

To consume Turnips Hay &c

Has to take manure 2 Crops &c



years Hay & Turnips

to dung

of Tilling

tatoes

supposed to sow in the last year

disallowance

want to prevent me from being obliged to be

Assigns

That he the said Robert Power his executors administrators and assigns shall and will pay the said herebefore mentioned yearly rents in the portions and at the times herebefore appointed for payment thereof respectively And also shall and will observe perform fulfil and keep all and singular the Covenants Conditions stipulations provisions and agreements contained in these presents according to the true intent and meaning thereof respectively And also that in case the said Treoffes their heirs successors or assigns should at any time or times during the said Term suppose that any or either of the Covenants and Agreements herein mentioned on the part of the said Robert Power his executors or administrators have or hath not been duly done and performed in manner as herebefore expressed then the proof as to the same having been respectively so done shall be on the said Robert Power his heirs executors and administrators whenever thereunto required and in default of his or their producing such proof or performing such of the aforesaid Covenants and Agreements as may appear to be unperformed to the satisfaction of the said Treoffes their heirs successors or assigns after notice being given for that purpose the said Treoffes their heirs successors or assigns or any or either of them shall and may be at liberty to have the work matter or thing to which such Covenants and Agreements so unperformed may relate done by any other person or Persons and that the said Robert Power his heirs executors or administrators shall and will pay the expenses attending the doing and performing such lastly mentioned work matter or thing and that the same shall be paid recovered and recoverable in the like manner as the Rents herebefore reserved And the said Treoffes their heirs successors or assigns do covenant with the said Robert Power his executors administrators and assigns as followeth that is to say that they the said Treoffes their heirs successors and assigns will during the said Term maintain the buildings hereby demised in good and tenantable repairs such repairs as are herein covenanted to be done by the said Robert Power his executors administrators or assigns (excepted) and will on request assign and allow unto the said Robert Power his executors administrators or assigns during the said Term necessary and proper timber rough wood Thorns stakes and bushes for repairing the gates posts pales rails hedges ditches drains fences and other things belonging to the said premises which are to be repaired by the said Robert Power his executors administrators or assigns And also will pay unto the said Robert Power his executors administrators or assigns such sum of money for so much of the last years Hay and Turneps as shall be left on the premises as the same shall be valued by two indifferent persons the one to be chosen on the part and by the said Robert Power his executors administrators or assigns and the other by and on the part of the said Treoffes their heirs successors or assigns or a third person to be chosen by the referees of the parties as aforesaid or by such two persons as either of the said parties shall choose in case the other or others of them shall neglect to make his nomination and choice within five days after notice in writing from one party to the other so to do such notice being delivered to them or him or left at their or his usual place or places of abode in England And also that it shall be lawful for the said Robert Power his executors administrators or assigns to have the use of the Barn and Stack Yard until the first day of May next after the end of the said Term for laying thrashing and dressing of the said last years crops of Corn grain and pulse And further that he the said Robert Power his executors administrator and assigns truly paying observing and performing the Rents Covenants and agreements herebefore reserved and contained and on his and their parts to be paid observed and performed shall and lawfully may have hold occupy and enjoy the said premises hereby demised or intended so to be and every part of the same for and during the Term of Fourteen years hereby granted therein without any let suit trouble eviction or disturbance of or by the said Treoffes their heirs successors or assigns or any person or persons rightfully claiming or to claim by from through under or in trust for them any or either of them **Provided** always that if any or either of the said Rents hereby reserved shall be in arrear in the whole or in part for Twenty one days next after any or either of the days whereon the same are respectively hereby reserved to be paid as aforesaid and the same shall be demanded upon or at any time after the said Twenty one days and shall not be paid when demanded Or if the said Robert Power his executors administrators or assigns or any of them shall become Bankrupt or Bankrupts or take the benefit of any Act made or to be made for the relief of Insolvent Debtors or compound with his or their Creditors for the payment of his or their Debts or make any Assignment of his or their personal Estate or any part thereof for the benefit of his or their Creditors Or if any writ of Execution shall be laid upon his or their Goods or Chattels for any Debt or sum of money Or if the said Robert Power his executors administrators or assigns shall break or infringe any or either of the Covenants and Agreements herein contained and which by him or them ought to be performed Or if no sufficient distress or distresses shall be found in or upon the said hereby demised premises or intended so to be after default made in payment of the Rent as aforesaid then and in either of the said Cases it shall be lawful for the said Treoffes their heirs successors or assigns into and upon the said premises or any part thereof in the name of the whole to reenter and the same to repossess and enjoy as in their first and former Estate **In witness whereof** the parties hereto their Hands and Seals have set the day and Year first ~~with~~ written.



as to def
in Refon
Lamber de

William Symonds Esq

Francis

Batley

John

Smith

Jacob

Pady

C,

Northam

Robert

Power



Signed Sealed and delivered by the within named
Mr William Temple Cole Bard in the presence of

Rich Brock Junr
of Colyton

Signed Sealed and delivered by the within named
John Brock, Jacob Pady and Charles Doutham in
the presence of

Rich Brock Junr

Signed Sealed and Delivered by the within named
Robert Power in the presence of

Rich Brock Junr