

Dated 1st June 1880

LEASE of Cownalls
Farm, situate in Colyton, Devon.

As

the said Lessors or their bailiff or agent shall from time to time direct mark and fence or to be left and let up and will not cut damage or injure or cause or suffer or permit to be cut damaged or injured the same or any of them and will not suffer any stock or cattle to be in or depasture on such part of the said demised premises whereon grass seed shall be sown in such last year in any wet or improper season and in no way with sheep after harvest and not at all after Christmas in such last year and will not at any time during the said term under any circumstances whatsoever sow any wheat on the said demised premises except on land properly dressed and will not at any time during the said term mow cut or make into hay the grass from time to time growing in any pasture ground of the said premises not generally mown and will not mow any of the lands hereby demised more than once in any one year (excepting young grass) nor after the first day of August in any year and will preserve and protect all the timber and other trees of every description pollards and also the copses hedges and fences on the said demised premises from spoil or damage by cattle or otherwise and shall and will in the last year of the said term properly break up and sow with wheat such of the fields on the said premises as shall then come and be in course and proper to be sown with wheat and break up and sow properly with lent grain such part of the said lands as shall then come in course and be proper to be sown with lent grain the said Lessee to be paid for the same at the determination of this demise by the said Lessors or the incoming tenant at a fair valuation and will during such last year lodge by night in the said premises all such sheep and other cattle as shall feed and depasture thereon by day and will in case any timber shall be cut for repairs or otherwise plant at the expense of the said Lessee two young growing trees in lieu of every timber tree to be so cut and will permit the said Lessors or the succeeding tenant in or at any time after the first day of November in the last year of the said term to enter into any part or parts of the said demised premises for the purpose of clearing out any of the open or other gutters ditches and drains and will not do or commit or suffer to be done or committed on the said premises any wilful waste spoil damage or destruction whatsoever **Provided always** that if the said yearly rent of Seventy Pounds or any part thereof or the said further rents hereby respectively reserved or either of them or any part or parts thereof respectively shall be unpaid by the space of fifteen days next after any or either of the said days or times of payment wherein the same are hereby respectively reserved or shall become due and payable by virtue of these presents when the same shall be actually demanded in respect or if the said Lessee or any occupier or occupiers of the said premises or any part thereof shall at any time or times during the said term demise set let or assign or in any other manner part with the possession or occupation of the said demised premises or any part thereof to any person or persons whomsoever for all or any part of the said term without the license and consent in writing of the said Lessors first obtained or if the said demised premises or any part thereof shall be set let or assigned or become assignable or be liable to be assigned set or let by reason or means of any Insolvency Bankruptcy Judgment execution or any other act or means in the law whatsoever or if the said Lessee shall be guilty of a breach of or in any of the covenants clauses provisions conditions and agreements herein contained then in all any or either of the cases aforesaid it shall be lawful for the said Lessors at any time or times thereafter into and upon the said demised premises or any part thereof to re-enter and the same to have again repossess and enjoy as in his and their first and former estate and condition and the said Lessee do hereby covenant with the said Lessors that it shall be lawful for the said Lessee under and subject to the payment of the said yearly rents or sums hereby reserved and made payable and to the performance of the several covenants provisions conditions and agreements herein contained and on his part to be respectively paid done and performed peaceably and quietly to enter into have hold use occupy and enjoy the said demised premises (except as before excepted) during the said term free from any let suit trouble eviction ejection molestation interruption or denial of or by them the said Lessors or any person or persons whomsoever lawfully claiming or to claim by from or under them and it is hereby agreed that if at the end of the first seven years of the said term either the said Lessors or the said Lessee shall be desirous of determining this tenancy and of such their desire the said Lessors shall give or leave six calendar months previous notice in writing to or with the said Lessee or at his last or most usual place of abode in England or of such his desire the said Lessee shall give or leave six months previous notice in writing to or with the bailiff for the time being of the said Lessors or at his last or most usual place of abode in England then on the expiration of the first seven years of the said term and on payment of the said rent and performance of the several covenants this present lease and every clause and thing herein contained shall cease and be void **Provided always** and it is hereby lawfully agreed that the successors and assigns of the said Lessors and the heirs executors administrators and assigns of the said Lessee shall be bound by and be entitled to the benefit of these presents and the covenants conditions and agreements herein contained in like manner as if they had been respectively named therein next after the words Lessors and Lessee respectively throughout as far as the same will admit and unless the context or nature of the case require a different construction **In Witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

The Schedule referred to in the foregoing Indenture.

Premises	State	Measure	
		A.	R.
Cornalls Mead	Pasture	5.	2. 14
Plot across the River	ditto	0.	3. 10
Oak Mead	ditto	3.	0. 37
Green Kingsdown	arable	6.	2. 3
Linhay Close	Meadow	5.	0. 13
Hollow Close	arable	3.	2. 27
Apple tree Close	ditto	4.	0. 37
Pit Close	ditto	3.	0. 8
		<u>0.</u>	<u>32. 0. 29</u>

John L. Scarborough
 Matthew Warbourn
 John White

Henry R. Rogers

Henry R. Rogers

This Indenture

made the first day of June one thousand eight hundred and sixty
between Sir John George
Reeve de la Pole of Ashle House in the County of Devon Baronet Sir Edward Malwood of Midworthy
House in the same County Baronet John Jamieson of Colyton in the County aforesaid Esquire John Talboys of
Scarborough of Gifford in the said Parish of Colyton Esquire William Sutherland Walllett of Steadwick House in the said
County Esquire Henry de Spencer Kingdon of Colyton aforesaid Esquire Matthew Badstone and Samuel
White both of Colyton aforesaid Gentlemen all hereinafter designated as the Lessors of the one part and William Henry Hamilton Esquire of Colyton
aforesaid Yeoman hereinafter designated as the Lessee of the other part Witness that in consideration of the rents covenants provisions and agreements hereinafter reserved and
contained which on the part of the said Lessee are to be paid done and performed They the said Lessors do hereby demise and leave unto the said Lessee **Full Right** farm called Cornalls with
buildings closes of arable pasture and meadow lands thereto belonging situate being and being in the said parish of Colyton and now in the occupation of the said William Henry Hamilton
Esquire and which are more particularly described in the schedule to these presents / except and always reserved out of this demise unto the said Lessors all timber and other trees and
follards and all young imps saplings and standards likely to become trees and all tops tops and shrouds of trees of what nature or kind so ever standing or being in or upon the said
premises and all mines minerals and quarries with liberty of ingress egress and egress to and for the said Lessors their agents bailiff and workmen at all times during the term
freely granted in to upon and from the said demised premises and any part thereof with horses carriages or otherwise to view out for fell cut down ledge let his root or work up dig draw
and carry away upon and from the same premises or any part thereof the said excepted timber and other trees follards and the said tops tops and shrouds of trees and such quarries
mines and minerals and the produce thereof and also to plant transplant and nourish young trees in and on the hedges banks woodlands fences and waste lands belonging to the said premises
or any part thereof and also except all game and rabbits found on the said premises with the exclusive right and liberty for the said Lessors or any person or persons whom they shall
authorize or appoint at all times hereafter to hunt shoot and destroy and take away the same **To have and to hold** all and singular the said demised premises (except as
before excepted) unto the said William Henry Hamilton Esquire his executors and administrators from the twenty ninth day of September next for the term of fourteen years thence
next ensuing determinable as hereinafter mentioned **Yielding and paying** yearly during the said term unto the said Lessors the rent of Seventy Pounds clear of all
deductions whatsoever (except the land tax (if any) and landlords property tax) and to be paid by and in equal quarterly payments, namely, on the twenty fifth day of December
the twenty fifth day of March, the twenty fourth day of June, and the twenty ninth day of September in every year the first payment to be made on the twenty fifth day of
December next **And also yielding and paying** unto the said Lessors an additional rent (over and above the said yearly rent of Seventy Pounds) at the rate of Six
Pounds for every one hundred Pounds and so in proportion for any greater or less sum than one hundred Pounds which may be laid out and expended by the said Lessors in
draining and improvements in or upon the said demised premises **And also yielding and paying** unto the said Lessors the further yearly rent of Twenty Pounds
for every acre and four proportion for less than an acre of the said lands hereby demised which the said Lessee shall plough break up or convert into tillage during the
said term such further rents to be paid from the term of the commencement thereof during the term as aforesaid on the days and times and in such
proportions as the said other rents are hereby reserved and made payable the first payment thereof to be made on each of the said days of payment as shall next happen after the
same shall commence or be incurred. And the said Lessee doth hereby covenant promise and agree to and with the said Lessors in manner following (that is to say) that the said
Lessee will pay unto the said Lessors the said yearly rent of Seventy Pounds and also the said other rents or sums hereby respectively reserved and which may become due and
payable by virtue of these presents on the days and times and in such manner as the same are hereby respectively reserved and made payable. And will pay all rates taxes
tithes rentcharge in lieu of tithes and all other charges levies assessments impositions and outgoings whatsoever (except the land tax (if any) and landlords property tax) -
now or hereafter to be taxed rated assessed or imposed on the said demised premises or any part thereof. And will at all times during the said term at his own charge well
and sufficiently maintain and in a good workmanlike manner sustain amend and keep in good and tenable repair the buildings now on the said premises or which shall
during the said term be erected or built thereon (accidents by fire only excepted) and likewise all the gates bars poles rails posts stiles hatches sluices and trunks hedges ditches gutters
drains and fences of and belonging to the same premises (except only that he the said Lessee is to be allowed after proper notice in writing to the said Lessors for that purpose
to pull down or demolish any building or buildings necessary for the being thereof. And shall haul and carry gratis at and where the same shall be wanted or be required by the said Lessors all the stuff
and materials necessary to be used about repairing and amending of the said demised premises or of any part thereof. And shall not
will open or consume in the yards or other convenient places on the said demised premises and not elsewhere all the hay fodder and haulm of every description which
shall grow or arise on the said premises during the said term. And will in every year except the last year of the said term in a good husbandlike manner carry
and spread all the dung soil and manure that shall be produced on the said premises in or upon the said premises and not elsewhere in a proper husbandlike manner. And
will leave in the yards or other convenient places of the said premises thrown up in heaps all the manure dung and soil that shall be made thereon in the last year of the said
term. And will permit the said Lessors or the incoming tenant to enter on the said premises at any time after the first day of November in the last year of the said term
for the purpose of carrying out such manure dung and soil as last aforesaid. And shall and will keep all the gutters drains and watercourses now or hereafter to be
made in and upon the said premises in good and proper order and repair. And will not cut the wood of any of the copse hedges or fences of the said premises which
shall not be of its full and proper growth. Nor any except at such times as he or they shall double dig the same hedges or fences
And also dig and sink the ditches and lay down sufficient wood in the hedges and fences for future growth. And will leave let up and preserve all young trees and
saplings growing or to grow or be planted in or upon such hedges or fences or any part of the said premises and not the same or any of the hedges or fences to be hurt damaged
or injured by cattle or otherwise. And will not cut top left pole fell or shroud any tree or trees whatsoever. And previous to cutting any wood hedges or fences on or belonging to the
said premises he the said Lessee shall give to the said Lessors twenty days notice in writing under his hand in order that the said Lessors or their bailiff or agent may first
mark and see or any sickle saplings or young trees which they may think proper to be left standing thereon and will leave let up and preserve all such sickle saplings and young trees



R. 157

Signed sealed and delivered by the within named John
Latoussere Scarborough Harry De Spencer Kingdon Matthew
Batstone Samuel White and William Henry Hamilton Rogers
in the presence of Robt. W. Robinson, Solicitor, Lyme -