

Dated 1<sup>st</sup> June 1860

The Feoffees of Colyton

to

Mr. Bernard Tommett

Lease of Hampton  
Farm. situate in Colyton,  
Devon.

COPIES AND TO HOLD

8/12

ad



Signed sealed and delivered by the within named  
Bernard Dornmet in the presence of Robt. W. Bellman, S. W. Lyne.

Signed sealed and delivered by the within named John Satoyson  
Leadbrough, Harry De Spence Kingdon Matthew Batstone & Samuel  
White in the presence of Robt. W. Bellman.



**And**

of the hedges or fences to be hurt damaged or injured by cattle or otherwise And will not cut top top fall or shroud any tree or trees whatsoever And previous to cutting any wood hedges or fences on or belonging to the said premises 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 direct mark and see on any sticks saplings or young trees which they may think proper to be left standing thereon And will leave set up and preserve all such sticks saplings and young trees as the said Lessors or their bailiff or agent shall from time to time direct mark and see to be left and set 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 departure on such part of the said demised premises whereon grass said shall be sown in such last year in any way 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 what on the said demised premises except on land properly dressed And will not at any time during the said term sow 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 not 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 copse 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 proper to be sown with lent grain the said Lessee to be paid for the same on the determination of this demise by the said Lessors or the incoming tenants at a fair valuation And will during each last year lodge by night in the said premises all such sheep and 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 Lessors two young growing trees in lieu of every timber tree to be so cut And will permit the said Lessors or the succeeding tenants 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 that none of the messuages shall be stocked with any cattle excepting sheep during the term remainder of the said term 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 Thirty 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 fourteen days next after any or either of the said days or times of payment whereon the same are hereby respectively reserved or shall become due and payable by virtue of this presents when the same shall be actually demanded or not 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 Judgement 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 enter and the same to have again repossessed and enjoy as in his and their first and former estate and condition And the said Lessors do hereby covenant with the said Lessee 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 execution distress 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 when 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 due 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 due 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 rents and performance of the said covenants this present lease and every clause and thing herein contained shall cease and be void **Provided always** and it is hereby lastly 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 this 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.

Number	Premises	State	A	R	P
1	Down Close	arable	3	"	25
2	Barber's Orchard	orchard	"	3	19
3	Higher Barber's Close	arable	4	"	15
4	Lower Barber's Close	arable	3	"	4
5	Bridge Plot	pasture	"	3	38
6	Woods Long Mead	meadow	2	"	12
7	Little Moorham	meadow	1	1	24
8	Meadow	pasture	"	3	12
			<b>Total</b>	<b>16</b>	<b>138</b>

Henry the Lessors  
  
  


John L.  Scarborough  
 Matthew  Rutstone  
 James  Whit

Robert   
  




# His Indenture

made the first day of June in the year of our Lord one thousand eight hundred and sixty  
Between Sir John George Hill de la Pole of Shute House in the County of Devon Baronet Sir Edward Harwood Kt of Waverley House in the same County Baronet John Gampson of Colyton in the County of Devon Esquire John Selousence Sambrook of Stafford in the said parish of Colyton Esquire William Frelaung Kallett of St. James's Horse in the said County Esquire Harry de Spalder Kingdon of Colyton Esquire Matthew Babstone and Samuel White both of Colyton aforesaid Gentlemen all hereinafter designated as the Lessors of the one part and Bernard Tommott of Shute in the County of Devon Yeoman hereinafter designated as the Lessee of the other part

Witness etc

It is that

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 lease unto the said Lessee a farm called Hampton with the buildings clove of arable pasture meadow and meadow lands thereto belonging situate lying and being in the said parish of Colyton and now in the occupation of the said Bernard Tommott 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 pollards and all young imps saplings and sprouts likely to become trees and all tops tops and shrouds of trees of what value or kind ever standing or being in or upon the said premises and all mines minerals and quarries with liberty of ingress egress and regress to and for the said Lessors their agents bailiffs and workmen at all times during the term hereby granted into upon and from the said demise premises and any part thereof with horses carriages or otherwise to draw such for fell cut down lodge let lie root or work up dig draw and carry away open over and from the same premises or any part thereof the said accepted timber and other trees pollards and the said tops tops and shrouds of trees and such quarries mines and minerals and the produce thereof and also to plant and nourish young trees in and on the heath 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 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 Bernard Tommott his executors and administrators from the twenty fifth day of March last 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 Thirty Pounds clear of all deductions whatsoever (except the land tax (if any) and landlords property tax) to be paid by and in equal quarterly payments, namely, on the twenty fourth day of June the twenty ninth day of September the twenty fifth day of December and the twenty fifth day of March in every year the first payment thereof to be made on the twenty fourth day of June next. **And also yielding and paying** unto the said Lessors an additional rent (over and above the said yearly rent of Thirty Pounds) at the rate of Two 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 Lessee in draining or 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 so in proportion for less than an acre of the said lands hereby demised which he the said Lessee shall plough break up or convert into tillage during the said term such further rent to be paid from the time of the commencement thereof during the then remainder of the said term 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 such 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 Thirty Pounds and also the said other rents or sums hereby 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 local assessments impositions and outgoings whatsoever (except the land tax (if any) and landlords property tax) now or hereafter to be lawfully assessed or imposed on the said demised premises or any part thereof. **And** will also on the determination of this demise pay to the said Lessors a proportionable part of the tithes commutation rentcharge for the period during which the said Lessee shall occupy the premises hereby demised between the then last day on which the said rentcharge shall be due and payable and the last day of this demise. **And** will at all times during the said term at his own charge will and sufficiently maintain and in a good workmanlike manner sustain amend and keep in good and 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 banks 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 for that purpose given to the said Lessors rough timber necessary for the doing thereof. **And** shall haul and carry gravel or sand 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 new buildings to be erected thereon. **And** will spend or consume in the yards or other convenient places on the said demised premises and not elsewhere all the hay straw 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 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 Lessee or the incoming tenant to enter on the said premises at any time after the first day of September 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 copes hedges or fences of the said premises which shall not be of its full and proper growth. **And** any in the last year of the said term. **Not** any except at such times as he 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 suffer the same or

