

Dated 1<sup>st</sup> Dec<sup>r</sup> 1860

The Feoffees of Colyton

to

Mess<sup>rs</sup> Jas<sup>r</sup> & W<sup>m</sup> Lawe

Lease of Goochayne  
and Buddleshaye Farms  
situate in Colyton, Devon.

8/13

ad



# Lawf

from or under them And it is hereby agreed that if at the end of the first seven years  
 Lessee or the said Lessee shall be desirous of determining this tenancy and of such their devise the said Lessee  
 shall give or leave six months previous notice in writing to be with the said Lessee or at their last or most usual place of abode in England  
 or of such their devise the said Lessee shall give or leave six months previous notice in writing to be with the bailiff for the time being of the said Lessee  
 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 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 and declared that the successors and assigns of the said Lessee and the heirs executors administrators and assigns of  
 the said Lessee and of each of them 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 Lessee and Lessee respectively throughout as far as the  
 same will admit and unless the context 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	Measure A. R. P.	Number	Premises	State	Measure A. R. P.
1	Wood Down Common	rough pasture	31. 0. 30	27	Long Close	Meadow	1. 2. 0
2		arable	6. 2. 0	28	Great Plane Mead	Meadow	5. 0. 13
3		arable	3. 0. 26	29	Little Bate	Rough pasture	4. 1. 1
4		arable	1. 2. 29	30	Great Bate	arable	9. 1. 2
5		arable	1. 0. 9	31	Bridge Close	Arable	3. 1. 7
6		arable	6. 3. 26	32	Hill Close	Arable	3. 3. 18
7		arable	6. 1. 9	33	New Close	Arable	6. 2. 24
8		Arable	11. 1. 38	34	Little Plane Mead	Meadow	3. 2. 22
9	and Garden	orchard and garden	1. 0. 28	35	Broom Close	Arable	4. 3. 18
10	and New Plot	Pasture	5. 2. 37	36	Four acres	Arable	4. 2. 27
11	Garden Plot	Arable	1. 1. 19	37	Broom Close	Arable	9. 1. 25
12	Barn Plot	Meadow	1. 1. 28	38	Lochayne Three acres	Arable	2. 3. 10
13	Orchard (Bast)	Orchard	3. 15	39	Lighthouse	Arable	2. 0. 36
14	House Yard	Homestead	3. 24	40	Three acre orchard	Orchard	3. 30
15	The Lynch	Pasture	1. 1. 22	41	Buddeshays Bottom	Rough pasture and coppice	17. 3. 0
16	Lynch Orchard	Orchard	2. 19	42	Rough field	Arable	1. 2. 29
17	The Lynch	Arable	2. 0. 5	43	Buddeshays Three acres	Arable	4. 0. 2
18	Lynch Mead	Pasture	2. 0. 26	44	Three acres	Arable	3. 2. 36
19	Castle Down	Forest and plantation	25. 1. 21	45	Oak field	Arable	7. 2. 11
20	Garden Plot	Arable	1. 35	46	Six acre Mead	Meadow	6. 2. 8
21	Lower Castle	rough pasture	1. 1. 16	47	Barn and New Plots	Homestead and Meadow	1. 0. 16
22	Plot	rough pasture	1. 31	48	Buddeshays Mead	Meadow	6. 1. 15
23	Chapel Green	rough pasture and wood	8. 2. 25	49	Eight acres	Arable	9. 1. 10
24	Castle Down Mead	pasture	2. 38	50	Six acres	Arable	5. 2. 1
25		Coppice	4. 3. 32	51	Buddeshays Mead	Arable	5. 3. 35
26		Meadow	5. 1. 5	52	Fourteen acres	pasture part arable	14. 2. 30
							A. 276. 3. 16

Henry...  
 John L. Scarborough

Mathias  
 John

Ballorne  
 White  
 James  
 William



before

... during the said term make new and proper underground and other gutters or drains for the dra-  
 through and upon such cloves and fields as the said Lessees may select so as to thoroughly and  
 drain the same such drains and gutters to be cut made and done in a good and workmanlike manner with proper drainage pipes  
 satisfaction of the said Lessees and to be cut made and done in a good and workmanlike manner with proper drainage pipes  
 Keep all the gutter drains and gutters 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. Not any in the last year of the said term  
 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 on any part of the said premises and not suffer the same or any of the hedges or fences to be hurt damaged or injured by cattle or otherwise  
 and will not cut top set pare poll or strand any tree or trees whatsoever and previous to cutting any wood hedges or fences in or belonging to the said premises  
 they the said Lessees shall give to the said Lessee twenty days notice in writing under their hands in order that the said Lessee or their bailiff or agent may direct  
 mark and fix on any such sapling or young tree which they may think proper to be left standing thereon and will leave let up and preserve all such stike saplings  
 and young trees as the said Lessee or their bailiff or agent shall from time to time direct mark and fix on 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 event 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 at all times during the said term in a husbandlike manner plant and set in a good thriving young apple tree in the room or stead of every apple tree now  
 being or to be on the said premises which shall fall down or in the judgement of the said Lessee their agent or bailiff become decayed and will put in and use a sufficient  
 and proper quantity of manure in planting every young apple tree and afterwards keep the same well dressed staked fenced and supported and preserve the same and also the said  
 orchards and the trees growing therein from any hurt damage or injury by sheep cattle or otherwise and leave the said orchards full planted and in good repair order and condition  
 having such old decayed trees for their use 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 nor grow any corn or other grain on the said premises and will not mow any of the lands hereby demised more than once in any one year nor after the first day of August in any year and will  
 preserve and protect all the hedges fences and other enclosures and also the copse hedges and fences on the said demised premises from spoil or damage by cattle or other  
 And shall and will in the said last year of the said term properly beat up and sow with wheat each of the fields on the said farms as shall then come and be in course and proper  
 season with wheat and will not sow any other grain such part of the said lands as shall then come in course and be proper to be sown with wheat the said  
 to be paid for the same by the said Lessee or incoming tenant at a fair valuation and also shall not nor will stock or feed with cattle  
 of the lands which shall be sown with wheat or Lent grain in the said last year as aforesaid after the same shall be sown as aforesaid and will during  
 year lodge by night or otherwise any sheep and other cattle as shall feed and depasture thereon by day and will in case any timber shall be cut for repairs or other  
 plant at the expense of the said Lessee or incoming tenant growing trees in lieu of every timber tree to be so cut and will permit the said Lessee or the succeeding tenant or he 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 meadows shall be stocked with any cattle except sheep during the then remainder of the said term and will not permit or suffer without  
 the license of the said Lessee any person or persons whatsoever to hunt hawk course fall foul or sport on the said demised premises or to search for sake kill or destroy any wild foul game  
 or rabbits thereon or on any part thereof and will at all times during the said term in all things and by every ways and means use manage manure crop gutter and improve  
 the said demised premises according to the best and most improved rules of good husbandry and will not do or commit or suffer to be done or committed on the said premises any  
 wilful wasteful damage or destruction whatsoever and these covenants are upon this express condition that if the said yearly rent of one hundred and sixty  
 pounds or any part thereof or the said premises and the same 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 either of the said days or times of payment when the same or hereby respectively reserved shall become due and payable by virtue of this proviso  
 which 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 or 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 whatsoever for all  
 or any part of the said term without the license and consent in writing of the said Lessee first obtained or if the said demised premises or any part thereof shall be let let or  
 assigned or become assignable or be liable to be let let or assigned or let or let by reason or means of any insolvency bankruptcy judgment execution or any other act or means in the Law taken  
 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 Lessee at any time or times thereafter to enter upon the said demised premises or any part thereof to re-enter and the same to have access pass  
 and enjoy as in his and their first and former wills and conditions anything herinbefore contained to the contrary thereof in anywise notwithstanding and the said Lessee do  
 hereby covenant with the said Lessee that the said Lessee shall and will keep the thresholds and roofs of the said premises in repair during the said term the said Lessee paying  
 the necessary road and expenses being allowed one pound ten shillings per annum for the road and that it shall be lawful for the said Lessee under and subject to  
 the payment of the said rent to be performed and made payable and to the performance of the several covenants provisions conditions and agreements herein  
 and on their parts to be performed peaceably and quietly to take into have hold use occupy and enjoy the said demised premises (except as before  
 during the said term) without any molestation interruption or denial of it by them the said Lessee or any person or persons whomsoever

Provided always

28 Oct 1710







Signed sealed and delivered by the within named James  
Dawe and William Dawe in the presence of  
Robt. W. Bellin

Signed sealed and delivered by the within named  
Scarbrough, Harry De Spence Kingdon, Matthew [unclear] and  
Samuel White in the presence of  
Robt. W. Bellin & Lt. Lymer.