

Dated 12th January 1880

The Feoffers of the Lands of
the Colyton Charities

_____ to _____

Mess^{rs} John and William Newbery

Lease

of Lovelhayne and Buddleshays Farm
in the parish of Colyton Devon

8/14

Signed sealed and delivered by the within named
William Inelawney Ballist Harry de Spencer Kingdon William
Edmund Cole John Empey Scarbrough Frederick William Washington
Kingdon Manerbo Quercy John Bampffield Stelle William John
Newbery and William Newbery in the presence of

Francis Stokes

Bailiff of the Colyton Chamber

Colyton Charities

In pursuance of a resolution passed at a meeting of the Feoffees and Twentymen
authorising me so to do. I Francis Stokes the duly appointed Bailiff of the
said Feoffees and Twentymen hereby give and grant unto William Newbery within
called John Newbery and William John Newbery within called William Newbery
licence and consent to assign All their estate term and interest of and in
the farms lands and hereditaments with the appurtenances comprised in and
demised by the within written Indenture of Lease unto Jabez Clarke of
Southleigh in the County of Devon Farmer his executors administrators
and assigns subject nevertheless to the payment of the rents and the
performance and observance of the covenants and conditions in the
within written Indenture reserved and contained and on the lessee
part to be paid observed and performed the said William Newbery
and William John Newbery or one of them with the consent of the
said Jabez Clarke to be at liberty to occupy any part of the
premises up to the twenty fifth day of March instant notwithstanding
any deed executed pursuant to or in accordance with this licence or
consent may be dated prior to the twenty fifth day of March instant
As WITNES my hand this First day of March One thousand
eight hundred and eighty two. Francis Stokes

Bailiff, to the
Feoffees
of Colyton

This Indenture

made the ~~Twelfth~~ ^{fourth} day of January One thousand eight hundred and eighty

Between Sir Edward Marwood Baronet William Ingham Esquire Harry De Spencer Esquire The Honorable Mark Kettle Sir William Edmund Pole Baronet George Lewis Muggs Esquire Gentleman John Impey Scarborough Esquire Sydneyham Henry Popham Esquire Frederick William Washington Kingston Esquire The Reverend Marmite Gieritz Clerk in Holy Orders and John Bamsfylde Kettle Bookbinder Treasurers or Grantees of certain lands including those hereinafter demised held upon certain trusts for the poor of the parish of Colyton in the County of Devon and hereinafter referred to as the Lessors of the one part and John Seabery of Matt Farm in the parish of Stoke in the County of Devon Farmer and William Seabery of Colon Farm in the parish of Stoke aforesaid Farmer hereinafter referred to as the Lessees of the other part. Witnesseth that in consideration of the rents hereinafter reserved and of the covenants on the part of the Lessees hereinafter contained the Lessors do hereby demise unto the Lessees All those farms called Seachayne and Buddlestrayes with the dwellinghouse barns stables and all other the buildings closes of arable pasture meadow and orchard lands thereto belonging situate lying and being in the said parish of Colyton now or late in the occupation of Samuel Palmer and more particularly described in the Schedule hereunder written Together with the rights easements and appurtenances thereto belonging or usually held and enjoyed therewith Excepting nevertheless out of these premises all timber and other trees pollards spurs and saplings likely to become timber and all mines minerals stones slate clay and substrata in or under the said lands And reserving to the lessors their successors and assigns and all other persons authorized by them liberty to enter and be upon the said premises to mark fell grub up search for dig dispose of and carry away the said excepted premises and for the purposes of improving and viewing the condition of the said demised premises and for all other reasonable purposes To have and to hold the said premises unto the Lessees their executors administrators and assigns from the twenty fifth day of March next for the term of fourteen years determinable as hereinafter mentioned Yielding and paying therefore during the said term the yearly rent of One hundred and thirty five pounds by equal quarterly payments 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 the first of such payments to be made on the twenty fourth day of June next and the last of such payments to be made in advance on the twenty fifth day of December next preceding the expiration or determination of the said term And also yielding and paying in like manner at the times aforesaid the additional yearly rent of Twenty pounds for every acre and so in proportion for a less quantity of land which being now meadow or pasture shall be ploughed or broken up without the previous license in writing of the Lessors their successors or assigns or their Heir or Agent for the time being after he shall have been duly authorized to give the same And the additional yearly rent of Twenty pounds for every acre and so in proportion for a less quantity of arable land which shall not be cultivated in manner hereinafter prescribed and of meadow or pasture land which shall be mown more than once in any year without such previous license as aforesaid And the additional yearly rent of Five pounds for every One hundred pounds and so in proportion for any less sum that shall be expended by the Lessors their successors or assigns in draining the lands hereby demised the said additional rents respectively to commence and be computed from such one of the quarterly days of payment as shall immediately precede such ploughing breaking up improper cultivation or expenditure And the first payment thereof respectively to be made on such one of the same quarterly days of payment as shall first happen after the event or which they are respectively made payable and to continue payable during the residue of the said term and the last payment of the same several additional rents to be made in advance on the twenty fifth day of December next preceding the expiration or determination of the said term And also yielding and paying in the event of such re-entry upon the said term being determined by re-entry as hereinafter provided a proportionate part of the said several rents for the fraction of the current quarter up to the day of such re-entry the said several rents to be paid clear of all deductions And the Lessors do hereby for themselves their heirs executors administrators and assigns and as a separate covenant each of them do hereby for himself his heirs executors administrators and assigns covenant with the Lessors their successors and assigns that they the Lessors their executors administrators or assigns will pay to the Lessors their successors or assigns the said yearly rent of One hundred and thirty five pounds and also of the same respectively shall become payable the said additional yearly rents and the proportionate parts of the said several and additional rents at the times and in manner herebefore appointed clear of all deductions And all accruing existing and future taxes rates assessments and outgoings of every description except the landtax for the time being payable either by Landlord or Tenant in respect of the said premises And will also pay and discharge all tithes or rents charge in lieu of tithes imposed upon or payable out of the said premises which shall be due and payable during the said term including such tithes or rents charge payable on the First day of July One thousand eight hundred and eighty and on the First day of July One thousand eight hundred and ninety four and in case the term estate and interest hereby created shall be determined under or pursuant to the proviso for re-entry herein contained will pay and discharge all such tithes or rents charge in lieu of tithes as shall then be accruing due up to and inclusive of the next half yearly day on which such tithes or rent charge shall be payable And if the Lessees their executors administrators or assigns shall make default in payment of such tithes or rents charge or any of them or any part thereof respectively pursuant to and in accordance with the covenant lastly hereinbefore contained and the Lessors their successors assigns or incoming tenant or tenant shall pay the same whether voluntarily or otherwise the Lessees their executors administrators or assigns will forthwith thereafter or when required so to do repay the amount thereof to the Lessors their successors or assigns or if required by the Lessors their successors or assigns or any of them so to do to the incoming tenant or tenant And will at their and his own expense throughout the said term keep in good and complete repair and condition all the internal part of the buildings and erections for the time being upon the said demised premises together with the glass of the windows and all fixtures additions and property thereto belonging and all the gates gate posts ironwork stiles hedges ditches banks bridges drains watercourses fences and inclosures for the time being upon or belonging to the said demised premises upon being allowed therefor rough timber by delivery upon the same premises or within six miles thereof And will provide and do free of cost all haulage and carriage for all or any materials for repairs which may be executed by the Lessors their successors or assigns And also will at their and his own expense in each year of the



said term and at the proper season in a workmanlike manner open scour deepens and make straight all and singular the ditches and watercourses upon the said demised premises and where necessary cut and maintain proper drains to carry off the surface water and will as occasion shall require and at the proper season well and sufficiently and in a good husbandlike manner new make dyke cut stretch and fence all and singular the hedges whether single or double upon the said demised premises And will leave let up and preserve all young trees imps slips and saplings which during the said term shall stand grow or be in or upon the said premises and keep and preserve the same and also the hedges and all trees on the said premises from damage by cattle or otherwise and will not cut or suffer to be cut any wood on the said premises under seven years growth and that in a proportionable manner as near as can be as much thereof in one year as in another and not any during the last year of the said term And will previously to cutting any such wood give twenty one days notice to the lessors their successors or assigns so that the standards may be marked for letting up and will let up and preserve the same And will not cut down or fell any maiden or pollard tree and will not lop pare poll or shroud any maiden tree on the said premises And will not cut any wood in the hedges but at the time of lopping the same and not at any unseasonable time of the year And will not mow any of the meadow or pasture lands more than once in any year and not at all during the last year of the said term and will upon every mowing bring and spread in a husbandlike manner upon every acre and so in proportion for less than an acre thereof which shall not be irrigated forty seams at the least of good rotten dung And will not plough up or convert into tillage any part of the meadow or pasture land without such license as aforesaid And will manage the orchard ground upon the best and most improved system of management and will carefully preserve the trees from all damage and will plant and protect from injury all such young trees as shall be required by the lessors their successors or assigns for replacing old trees or otherwise for keeping such orchard ground sufficiently stocked with good and thriving trees And will bring into and upon every acre and so in proportion for any less quantity of the arable land which shall be ploughed broken up or tilled during the said term twenty bogheads of good well burnt stone lime or One hundred seams of good well rotten dung or - a proportionable quantity of each and mix the same with the earth and manage and spread abroad the same on the lands so to be tilled in a good husbandlike manner And will find and provide all wheaten reed and spar gads required for repairing the said premises during the said term or being allowed forty shillings for every One hundred sheaves of reed each sheaf to weigh twenty eight pounds and to be well combed And will not take more than two successive crops of corn grain or pulse of or from the arable land hereby demised without summer tilling and sowing turnips thereon and feeding or consuming such turnips with sheep or cattle upon the lands producing the same or without laying the land down in a husbandlike manner with some grass or clover seed and continuing the same so laid down for one complete year at least and will not during the last year of the said term take a crop of corn grain or pulse from more than one half of the arable lands hereby demised And will not sell or dispose of any crop whilst growing or grain in the straw but will from time to time during the said term lay up and stack in some convenient place upon the said premises all the corn grain hay and straw grown thereon and consume with their own cattle in a husbandlike manner all such hay and straw and all the chaff and fodder arising from such corn and grain and all the green crops grown thereon And will lay and spend upon the lands hereby demised at all proper times and in a husbandlike manner all the dung and compost produced from the consumption of such hay straw chaff fodder and green crops and will in the Spring season of the last year of the said original or determined term sow with summer corn in a proper and husbandlike manner upon every acre of land which shall in that year be sown with summer corn such as barley or oats twelve pounds of the best clover seed and half a bushel of the best caver seed And will not in such last year after the corn crop shall have been taken off turn any stock except sheep or after Christmas of such last year any sheep upon such clover or grass sown in the preceding spring but will preserve the same from damage And will in all other respects cultivate and manage the lands hereby demised in a good and husbandlike manner and according to the most improved system of agriculture and will observe every reasonable direction in writing as to the mode of cultivation manuring and management to be given by the lessors their successors or assigns or their Bailiff Agent or Steward And also will without requiring any recompense or compensation permit the lessors their successors or assigns or the succeeding tenant of the said demised premises at any time after the first day of November in the last year of the said term to enter upon all or any part of the lands then in wheat stubble and as much more as will make up one third of the total amount of the arable land on the said farm to plough and prepare the same in the usual course of Agriculture And will permit the lessors their successors and assigns and their Agents Stewards and Bailiff throughout the said term to enter upon and examine the said demised premises And to exercise the rights liberties and privileges heretofore expressed to be reserved And will not assign underlet or part with the possession of any part of the said premises without such license as aforesaid And will at the expiration or sooner determination of the said term deliver up to the lessors their successors and assigns the said demised premises and all additions thereto together with the barns mow stables fixtures gates gate posts shies rails cribs floodhatchets and the ironwork thereof respectively hedges ditches banks bridges drains watercourses fences and enclosures for the time being upon or belonging to the same premises in such good and complete repair as aforesaid and in all respects in such state and condition as shall be consistent with the due performance of the several covenants herebefore contained And will on delivering up the said demised premises leave thereon for the lessors their successors or assigns or the incoming tenant or tenants all hay straw chaff haidm and other fodder and the green crops grown thereon and not then consumed or converted into dung And also all the dung the produce of any previous years crop upon being paid by the lessors their successors or assigns or by the succeeding or incoming tenant or tenants for all unconsumed hay of the previous season and of good quality and for all good dry straw at a fair fodder or consuming price to be fixed and determined by two arbitrators or their umpire in manner hereafter provided but without further or other compensation. Provided always and these presents are upon this express condition that if and whenever any part of the several rents herebefore reserved shall be in arrear for twenty eight days whether the same shall have been legally demanded or not or if the lessee or either of them shall become bankrupt or petition for the arrangement of his affairs by liquidation or composition with creditors pursuant to the Bankruptcy Act 1869 or any statutory modification thereof or assign over their or his effects for the benefit of his creditors or in anywise become insolvent or if any writ or process of execution be issued against them or either of them or their or his chattels or effects or any of them or if and whenever there shall be a breach of any of the covenants herein contained by the lessees or either of them or by the executors or administrators of either of them the lessors their successors and assigns may re-enter upon any part of the demised premises in the name of the whole and thereupon the term or interest hereby granted shall absolutely cease and determine without prejudice nevertheless to the recovery of any rent or money then due or payable to the lessors their successors or assigns or to any right of distress which may have arisen prior to such re-entry or to the liability of the lessees or either of them their or either of their executors administrators or assigns to perform and observe and to the right of the lessors their successors or assigns to enforce the performance and observance of every covenant or stipulation herein contained and which ought to be performed by the lessees or either of them or by their or either of their executors administrators or assigns after the expiration of the said term in case the same had then expired by effluxion of time And the lessors for themselves as and whilst trustees of the said demised premises on behalf of the poor of the said parish of Colyton and so far as practicable and as they lawfully can or may

to bind their successors trustees for the time being of the said lands and the persons known as the Feoffees and twenty men or Chamber or other the governing body for the time being of the Charities of the said parish and the property and effects held in trust by them but not so as to create any personal or further or other liability do hereby covenant with the lessors their executors administrators and assigns that they the lessors their successors and assigns will throughout the said term upon being supplied by the lessors their executors administrators or assigns with need and spare parts for the same pursuant to the covenant hereinbefore contained keep the roofs of the buildings hereby demised in good tenable repair and will also throughout the said term repair and keep repaired the external walls and main timbers of the same buildings And will on every reasonable request in writing deliver or allow unto the lessors their executors and administrators by delivery upon or within six miles of the said demised premises necessary and proper rough timber for the repairs hereby covenanted to be done by them or him And will pay the last tax in respect of the said demised premises And will also pay to the lessors their executors administrators or assigns the cost price for all clover and ever seld which shall be sown both the summer corn in the spring season of the last year of the said term pursuant to the covenant hereinbefore contained And that the lessors their executors and administrators paying the rent hereby reserved and performing the several covenants on their and his part hereinbefore contained may peaceably hold and enjoy the said demised premises during the said term without any interruption by the lessors their successors or assigns or any person lawfully claiming through them or any of them Provided always and it is hereby agreed that if any dispute or difference shall arise between the said parties hereto or their respective successors or representatives touching these presents or any clause matter or thing in anywise connected herewith or the operation hereof or the rights duties or liabilities of any of the parties in connection with the premises then and in every or any such case the matter in difference including any matter hereinbefore agreed to be referred to Arbitration shall be referred to two Arbitrators or their umpire pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that behalf contained in the Common Law Procedure Act 1854 or any then subsisting statutory modification thereof Provided also and it is hereby further agreed that the word successors when herein made use of shall mean the Feoffees or Trustees for the time being of the lands held in trust for or on behalf of the poor of the said parish of Colyton whether appointed in substitution for or in addition to the lessors parties to these presents or any of them And further that the Agricultural Holdings (England) Act 1875 or any part or provision thereof shall not apply to these presents or the contract of tenancy hereby entered into or created Provided always and it is hereby further agreed and declared that if the lessors their successors or assigns or the lessors or either of them or the executors administrators or assigns of either of them shall be desirous of putting an end to the said term of fourteen years at the end of the first seven or ten years thereof and the lessors their successors or assigns shall give to the lessors or either of them or to the executors administrators or assigns of either of them or the lessors or either of them or the executors administrators or assigns of either of them shall give to the lessors their successors or assigns twelve calendar months previous notice in writing of such their or his desire And in case the said notice shall be given by the lessors or either of them or by the executors administrators or assigns of either of them upon their or his paying all arrears of rent (if any) and all rent to the expiration of such notice and their or his voluntarily quitting and relinquishing possession of the said demised premises then and in such case immediately after the expiration of such seven or ten years these presents and the said term hereby granted and every covenant and stipulation therein contained shall cease and determine except as to causes and rights of action then accrued and existing Provided always that such notice if given or delivered by the lessors their successors or assigns shall be signed by them or the majority of them for the time being or by the duly authorized Agent or Bailiff of the lessors or their successors or the majority of them and be served upon the lessors or either of them or the executors administrators or assigns of either of them or left for them or him at their or his usual or last known place or places of abode in England and if given by the lessors or either of them or by the executors administrators or assigns of either of them such notice shall be signed by them or him and be given or delivered to the lessors their successors or assigns or their duly authorized Agent or Bailiff or be exhibited on or affixed to the door of the parish Church or the Market House or in some other public place in the Town of Colyton aforesaid In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year firstly hereinbefore written.

The Schedule hereinbefore referred to

Number	Premises	State	Measure	Number	Premises	State	Measure
1	Broad Down Common	Rough pasture	31 0 30	28	Great Plane Mead	Brought up	133 1 30
2	Higher Brake	Arable	6 2 0	29	Little Brake	Rough pasture	3 0 13
3	New Brake	Arable	3 0 26	30	Great Brake	Arable	11 1 1
4	Amos Plot	Arable	1 2 29	31	Bridge Close	Arable	9 1 2
5	Stone Burrow	Arable	1 0 9	32	Hill Close	Arable	3 1 7
6	Clover Close	Arable	6 3 26	33	New Close	Arable	3 3 18
7	Lane Close	Arable	6 1 9	34	Little Plane Mead	Arable	6 2 24
8	Burrow Land	Arable	11 1 38	35	Broom Close	Meadow	3 2 22
9	Long Orchard and Garden	Orchard and Garden	1 0 25	36	Four Acres	Arable	4 3 18
10	Labors Close and Mow Plot	Pasture	5 2 37	37	Four Acres	Arable	4 2 27
11	Garden Plot	Arable	1 1 49	38	Broom Close	Arable	9 1 25
12	Barn Plot	Meadow	1 1 55	39	Levishayre three acres	Arable	12 3 10
13	Orchard (Bark)	Orchard	3 15	40	Lighthorne	Arable	2 0 36
14	House Yard Garden &c	Homestead	3 24	41	Three Acre Orchard	Orchard	30
15	The Lynch	Pasture	1 1 22	42	Buddleshays Bottom	Rough pasture and coppice	11 3 0
16	Lynch Orchard	Orchard	2 19	43	Rough field	Arable	4 2 29
17	The Lynch	Arable	2 0 5	44	Buddleshays three acres	Arable	4 0 29
18	Lynch Mead	Pasture	2 0 26	45	Three Acres	Arable	3 2 36
19	Castle Down	Furze and plantation	25 1 21	46	Oakfield	Arable	7 2 11
20	Garden Plot	Arable	1 35	47	Six Acre Mead	Meadow	16 2 8
21	Lower Castle Down	Rough pasture	1 1 16	48	Barn and Mow Plots	Homestead and meadow	1 0 16
22	Plot	Rough pasture	31	49	Buddleshays Mead	Meadow	6 1 15
23	Chapel Green	Rough pasture and wood	8 2 25	50	Eight acres	Arable	9 1 10
24	Castle Down Mead	Pasture	2 38	51	Six Acres	Arable	5 2 1
25	The Copse	Coppice	4 3 32	52	Buddleshays Brake	Arable	5 3 35
26	Green Close	Meadow	5 1 5		Fourteen Acres	Pasture part Arable	14 2 30
27	Long Close	Meadow	1 2 0				
		Carried up	133 1 30				133 1 30

Edward Maxwell
 William Pitt Rivers
 Harry de Spencer Kingston
 Ernest Cole
 William Edmund Pole
 George Lewis Pluffe Esq
 John Imprey Scarborough

Lydenham Henry Popple
 Frederick William Washington Kingston
 Memento Cicerity
 John Baupfield Kerle
 William John Newbery
 William Newbery