



# The Agreement

made and entered  
into this ~~Twenty~~ fifth day of February One  
thousand eight hundred and eighty two ~~Between~~  
William Newbery late of Platt Farm but now of  
Pakkes both in the parish of Shute in Devon  
Farmer and William <sup>John</sup> Newbery formerly of  
Colin Farm in Shute aforesaid but now of  
Lovehayne Farm in the parish of Colyton in  
Devon Farmer of the one part and James  
Clarke of Southleigh in Devon Farmer of the  
other part

Whereas by an Indenture of Lease dated the twelfth day of  
January One thousand eight hundred and eighty and made  
between certain persons whose names are therein  
particularly set forth being feoffees or grantees of certain  
lands including those thereafter demised held upon certain  
trusts for the poor of the parish of Colyton aforesaid of  
the one part and the said <sup>William Newbery therein written</sup> John Newbery and William  
<sup>John Newbery therein written</sup> Newbery of the other part hereinafter referred to as "the  
Lease" All those farms called Lovehayne and Buddleshayne  
with the dwellinghouse buildings and lands thereto  
belonging situate in Colyton aforesaid and described in  
the Schedule thereunder written with the appurtenances  
were demised to the said John Newbery and William  
Newbery for the term of <sup>fourteen</sup> fourteen years determinable  
as therein mentioned from the twenty fifth day of  
March One thousand eight hundred and eighty at the  
yearly rent of One hundred and thirty five pounds and  
certain other additional rents thereby reserved or made  
payable subject to the covenants and conditions therein  
contained and on the part of the lessees their executors  
administrators and assigns to be observed and performed  
and particularly a covenant on the part of the lessees  
their executors administrators and assigns not to assign  
or underlet or part with the possession of any part of  
the demised premises without the previous license in  
writing of the lessors or their bailiff or agent duly.

authorised as therein mentioned And whereas the said  
William Newbery and William<sup>John</sup> Newbery have at the request  
of the said Jabez Clarke agreed to assign to him all and  
singular the said farms lands and hereditaments  
comprised in the lease for the residue of the said  
term subject to the payment of the rents and the performance  
of the covenants and conditions therein contained upon having  
the licence in writing of the lessors or their bailiff so to do  
and an assignment of the said lease has been prepared  
and is about to be executed by the said William Newbery  
and William<sup>John</sup> Newbery and is also about to be submitted  
to the lessors for their approval and assent And whereas  
the said William Newbery was made a party to and joined in  
the said lease as a surety only for the said William<sup>John</sup>  
Newbery and all the furniture live and dead stock  
unexhausted manure and other effects in or upon the  
said farms and lands are the property of and belong absolutely  
to the said William<sup>John</sup> Newbery only as the said William Newbery  
doth hereby admit and acknowledge Now these presents witness

1. That upon the execution of the said assignment by the said  
William Newbery and William<sup>John</sup> Newbery with the previous licence  
in writing of the said lessors or their bailiff duly authorised  
he the said Jabez Clarke hereby agrees with the said William  
Newbery and William<sup>John</sup> Newbery to pay to the said William<sup>John</sup>  
Newbery or to the lessors or their bailiff for the ~~dead stock~~  
~~seed and labor and unexhausted artificial manures~~  
~~articles and things now in or upon the said farms and~~  
lands next hereinafter specified the following sums  
of money that is to say For Seventeen acres in young  
grass Seventeen pounds. For six acres sown to wheat  
Fourteen pounds and two shillings For the ten acres  
fallowed Ten pounds. For ploughing twenty three  
acres of exerts or stubble lands Thirteen pounds and  
sixteen shillings. For the unexhausted artificial  
manure in and about the said lands Nineteen  
pounds and ten shillings

W.E. And also the value <sup>at a consuming price</sup> of the unexhausted <sup>manure</sup> <sup>in the</sup> <sup>farmyard</sup> <sup>manure</sup> ~~hay and straw~~

W.E. in or upon the said farms and lands such value  
W.E. in case <sup>of any dispute between</sup> the said Jabez Clarke and William <sup>John</sup> Newbery  
W.E. shall be ~~unable to agree~~ as to the amount thereof  
W.E. to be ascertained <sup>or referred to</sup> by 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

2 That the said William Newbery and William John  
Newbery hereby agree and each of them hereby  
agrees with the said Jabez Clarke that any of  
the monies specified or to be ascertained under the  
last preceding clause which shall be paid by  
the said Jabez Clarke to the lessors their bailiff  
W.E. or agents <sup>for rent due on the twenty fifth day of March next</sup> as well as any monies which shall be  
paid by the said Jabez Clarke in discharge of  
the Rectorial and Vicarial Tithes due or accruing  
due in respect of the said farms and lands  
shall be deemed to have been paid to the said  
William <sup>John</sup> Newbery for the purposes of these  
present

3 That the said William Newbery and William John  
Newbery hereby also agree with the said Jabez  
Clarke that from and after the execution of  
the before mentioned assignment with such  
licences as aforesaid by all the parties hereto  
the said Jabez Clarke shall be at liberty to  
enter upon and cultivate all the arable and  
tillage lands comprised in the lease and for  
such purpose shall be at liberty at all times  
to pass and repass over any part of the said  
farm and lands with or without servants  
horses ploughs carts and carriages and that

the said Jabez Clarke shall on the twenty fifth day of March next be at liberty to enter into and occupy the remainder of all and singular the farmhouse and farm buildings and lands comprised in the lease and for that purpose to force or break open the outer or inner doors or windows of any buildings and the gates of any fields or enclosures and therefrom respectively eject and remove any persons cattle articles and things in or upon the same and in the event of any action or other proceeding in respect of such breaking entering ejection or removal being commenced by the said William Newbery and William <sup>John</sup> Newbery or either of them or by any persons claiming under them or either of them the said Jabez Clarke may plead these presents in bar of such action or other proceeding

4. That the said William Newbery doth hereby agree and declare with and to the said Jabez Clarke that he the said William Newbery shall not from and after the date and execution of these presents have or make any claim or demand upon or against the said Jabez Clarke under or by virtue of the lease or anything herein contained Provided always that the said Jabez Clarke shall not be entitled to have or take possession of any part of the meadow or permanent pasture land comprised in the lease or of the farmhouse or farm buildings previously to the twenty fifth day of March next

~~As witness the hands of the said parties~~

The costs of the preparation and execution of these presents to be paid as to one half thereof by the said William John Newbery and as to the other half thereof by the said Jabez Clarke.

As witness the hands of the said parties

~~Witness to the signature of  
the said William Newbery~~

Witness to the signatures  
of the said William John  
Newbery and Jabez Clarke  
Wm. J. Newbery

W<sup>m</sup> J. Newbery

Jabez Clarke

Honiton,  
1<sup>st</sup> March 1882

Dear Sir  
Loughayre Farm

I have prepared an assignment of this lease to Mr. Sabery Clarke in accordance with the instructions given to me by you a few days since but I am not at all satisfied that any such deed or arrangement is authorized by the articles of 1853 at page 20 of the copy printed by Mr. J. B. Thistle in 1857 and I particularly draw attention to the fact of one leaf being about to be practically substituted for the original Newbery whose joint responsibility was considered advantageous on the granting of the lease. I

am inclined to think that the Chamber would be more within their powers if the existing lease were surrendered and a new lease granted under the 4<sup>th</sup> of the articles of 1853 which is very special in its terms. Mr. Clarke and Mr. W. Newbery have arranged as between themselves the compensation to be made to Mr. Newbery for seed and labor and manure and artificial manure which they agree to be capable of immediate valuation but the amount to be paid for farm yard manure and unconsumed hay and straw is to be ascertained by ~~valuation~~ <sup>arbitration</sup> should they differ as to it hereafter. I understand £72.10.0 will be due for rent on the 25<sup>th</sup> inst. and the tithes due and accruing due must of course be cleared. The better

course therefore would be for Mr Clarke to pay  
over the ascertained value of the seed & labor  
& artificial manure (£74. 8. 0) to the Chamber  
at once so as to avoid any complication or  
difficulty following upon an apportionment of  
the lease in the middle of a quarter indeed  
I cannot advise the Chamber to consent to  
the apportionment unless the rent to Ladyday is  
paid first. for the other due & accruing due  
Mr Clarke must make provision out of the  
amount of <sup>of compensation</sup> to be ascertained. a special  
resolution had better be passed & entered on the  
minutes of the meeting authorizing the Bailiff to  
consent in writing to the apportionment and he had  
afterwards better sign the licence endorsed within  
the fold of the lease. I however doubt if the  
Chamber have the power to give any such  
authority - the apportionment should be executed  
by each party writing his name against the  
seals as in pencil and afterwards putting  
his fingers on the seal and saying "I deliver  
this as my act and deed" in the presence of a  
witness not a member of the Chamber who  
should write his name address & designation  
<sup>under the seal</sup> where a B of C is written in pencil. for  
the present it is not necessary that the Feoffees  
should execute the apportionment. I enclose the  
original lease - the agreement hastily framed  
between the Messrs Newbery & Mr Clarke and the  
deed of apportionment - the licence for what it is  
worth will be found in the fold of the lease

Yours faithfully  
T. Every

Mr J. Stokes,  
Bailiff to the Feoffees  
Colyton  
accomplishes