

This Indenture

made the fifth day of June in the fifth Year of the Reign of our Sovereign Lord George the Third by the grace of God of Great Britain France & Ireland King Defender of the Faith &c. &c. in the year of our Lord one thousand seven hundred and sixty six **Between** John Sampson Esq. Thomas Drake Esq. William Edward Esq. Yeoman The Honorable Sir George Yonge Bart. James Harwood Esq. Francis Drake Esq. John Sampson the Younger Gentleman Samuel Sampson Gentleman Thomas Drake the Younger Gentleman Jonas Guppy Gentleman Thomas Hoskins Yeoman and Philip Michell Yeoman Messrs Messrs for the Parish of Colyton in the County of Devon of the one part and Collan Warrington of Colyton aforesaid Cordwainer of the other part **Witnesseth** that the said John Sampson Thomas Drake Edward Esquire The Honorable Sir George Yonge Bart. James Harwood Esq. Francis Drake John Sampson the Younger Samuel Sampson Thomas Drake the Younger Jonas Guppy Thomas Hoskins & Philip Michell by and with the consent of William Guppy Gentleman Richard Swayne Gentleman Thomas Scarle Gentleman Thomas James Benedictus Harwood Esq. John Christoph Incecor John Smart Gentleman William Wyl Gentleman John Colesworthy Tanner Richard Loyde Yeoman Thomas Hoskins the Younger Yeoman John Amring Yeoman William Teapud Malster William Stuk Junr. Gentleman Matthew Hoare Blacksmith William Pratt Sengemaker Robert Warry Sope Boyler John Harwood Schoolmaster Thomas Satchell Yeoman Thomas Hood Yeoman and Philip Michell Junr. Yeoman being the twenty Men of the said Parish of Colyton for the time being chosen and elected for Aid and assistance in the said Trusts or the Major part of them show

Twenty Men that for and in execution of the Yearly rents covenants payments and agreements herein after mentioned on the part and behalf of the said Collan Warrington his Executors &c. &c. have Demised sett and to farm lett and by these Presents **Do** by the consent and approbation of the said Twenty Men or the Major part of them as aforesaid Demise sett and to farm lett unto the said Collan Warrington **All** that Building called the Shamboles Situate in the Town of Colyton aforesaid with the Appurtenances and the Marsh place and the fair and Marketh there kept with all and all manner of Tale Custom and Stalage whats oever to the said Building Marshes belonging or have or hath been usually held or enjoyed by any former Tenant or Tenants thereof And also that part of the Marketh house whereon the Boards Poles and Trusses belong to the said Fairs and Marketh now being kept together with the use of the said Boards Poles & Trusses **To have and To hold** all and singular the said Premises hereby Demised or intended so to be with the Appurtenances unto the said Collan Warrington his Executors and assigns from the twenty fifth day of March last past for and during the full time and term of seven Years from thence next ensuing and fully to be compleat and ended **yielding and paying** therefore yearly and every year during the said term unto the said Messrs their Successors and assigns the Annual or Yearly rent of thirteen Pounds and six Shillings of lawful money of Great Britain by **Equal** Quarterly payments to be made on four of the most usual Feasts or Days of Payment in the Year (that is to say) 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 by even and Equal portions the first Quarterly payment to be made and begin on the twenty fourth day of this Instant June **And** the said Collan Warrington Doth hereby for him self his Executors and assigns Covenant promise and agree to and with the said Messrs their Successors and assigns the manner following (that is to say) that he the said Collan Warrington his Executors and assigns shall and will well and truly pay or cause to be paid unto the said Messrs their Successors and assigns the said Yearly rent above reserved at the several and respective days and times in manner and form above mentioned for Payment thereof According to the True intent and meaning of these Presents **And** the said John Sampson Thomas Drake Edward Esquire Sir George Yonge James Harwood Francis Drake John Sampson the Younger Samuel Sampson Thomas Drake the Younger Jonas Guppy Thomas Hoskins and Philip Michell Do hereby for themselves their Successors and assigns Covenant promise and agree to and with the said Collan Warrington his Executors and assigns that they the said Messrs their Successors and assigns shall and will from time to time and at all times hereafter during the term hereby granted well and sufficiently repair uphold and keep the said Shamboles and Marketh house in all Good and necessary repairations when and as often as need shall require **And also** that they the said Messrs their Successors and assigns shall and will at all times during the said term hereby granted bear pay and Discharge or abate Deduct and Allow out of the said Yearly rent hereby reserved all Rates and Taxes whats oover wherewith the said Premises or shall or may be charged or chargeable **Provided** always nevertheless said these Presents are upon this Express Condition that if it shall happen that the said Yearly rent above reserved any part thereof to be behind and unpaid in part or in the whole by the space of twenty Eight days next after either of the said days and times whereon the same ought to be paid as aforesaid being lawfully Demanded and then not paid and no sufficient Disproportion thereof to be found whereby to levy the same with the Arrearages thereof (if any shall happen to be) **That then** and from thenceforth it shall and may be lawful to and for the said Messrs their Successors and assigns into the said Demised premises or into any part thereof in the Name of the whole to reenter and the same to have again Repossess and enjoy as in Law and their first and former Estate any thing herein contained to the contrary Notwithstanding **And lastly** that he the said Collan Warrington his Executors and assigns shall and may from time to time and at all times during the Term hereby granted (by and under the Yearly rent Covenants and Agreements herein contained on his and their Parts to be paid done and performed) peaceably and quietly enter into have hold Occupy possess and enjoy all and singular the said Premises hereby Demised with the Appurtenances without any the less Trouble Hindrance or Deniall of or by them the said Messrs their Successors and assigns or of any other person or persons whats oover **In Witness** whereof the Parties first above named to these Presents their Hands and seals Interchangeably have sett the day and year first above Written.



Sealed and delivered by the above named John Sampson Francis Drake, John Sampson Junr. Samuel Sampson Thomas Drake Junr. Thomas Satchell Thomas Hoskins John Harwood and Matthew Hoare in the presence of
John Harwood Junr.
J. W. Willade

The Feoffees of
The Chamber of Colyton

To
M^r. Collan Warmington

Doed

expire

Lease for 7 Y^{rs}
of the Marketts Fair &c
in Colyton

8/19a