

24^d

The Feoffees of
the Chamber of Colyton

Countess. Lease
for 7 Yrs. of the Marketh
Fair in Colyton

To
M^r Collan Warmington

Exp^o

8/196



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 and Ireland King Defender of the Faith and of earth and in the Year of our Lord one thousand seven hundred and sixty five **Between** John Sampson Esq; Thomas Drake Gentleman Edward Squire Yeoman Thomas ^{the} George Yonge Barr^{er} James Warwood Esq; Francis Drake Clerk John Sampson the Younger Gentleman Samuel

Sampson Gentleman Thomas Drake the Younger Gentleman James Guppy Gentleman Thomas Hoskins Yeoman and Philip Michell Yeoman **Witnesseth** that the said John Sampson Thomas Drake Edward Squire Thomas ^{the} George Yonge James Warwood Esq; Francis Drake John Sampson the Younger Samuel Sampson Thomas Drake the Younger James Guppy Thomas Hoskins and Philip Michell by and with the consent of William Guppy Gentleman Richard Swaine Gentleman Thomas Barle Gentleman Thomas James Benedictus Warwood Esq; John Clapp Mercer John Smart Gentleman & William Wick Gentleman John Colesworth Tanner Richard Loyde Yeoman Thomas Hoskins the Younger Yeoman John Anning Yeoman William Teape Barrister William Wick junr Gentleman Matthew Hoare Blacksmith William Pratt Organmaker & Robert Harry Soper Boyler John Warwood Schoolmaster Thomas Satchell Yeoman Thomas Hood Yeoman and Philip Michell Son Yeoman being the twenty Men that for and in consideration of the yearly rents Covenants payments and agreements herein after mentioned on the part and behalf of the said Collan Warrington his Executors and admors to be

paid done and performed **Have** Demised sett and to farm lett and by those 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 Shambles Situate in the Town of Colyton aforesaid with the appurtenances and the Markett Place and the fairs and Marketts there kept with all and all manner of Sale Custum and Stallage whatsoever to the said fairs and Marketts belonging or have or hath been usually held or Enjoyed by any former Tenant or Tenants thereof and also that part of the Markett house where in the Boards Poles and Trussels belonging to the said fairs and Marketts now are kept together with the dues of the said Boards Poles and Trussels **To have and To hold** all and singular the said Promises hereby Demised or intended 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 into the said ffoffees

their Successors and assigns the Annual or yearly rent of thirteen Pound and six shillings of lawfull Money of Great Britain by Equal Quarterly payments to be made on four of the most usuall 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 himself his Executors and assigns Covenant promise and agree to and with the said ffoffees their Successors and assigns in 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 into the said ffoffees their Successors and assigns the said yearly rent above reserved at the usual and accustomed days and times and 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 Squire Sir George Yonge James Warwood Francis Drake John Sampson the Younger Samuel Sampson Thomas Drake the Younger James 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 ffoffees their Successors and assigns shall and will from time to time and at all times here after during the said term hereby Granted well and sufficiently repair uphold and keep the said Shambles and Markett house in all goodfull and necessary reparations when and as often as need shall require **And** also that they the said ffoffees 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 whatsoever wherewith the said Premises shall or may be charged or chargeable **Provided** always however the loss and those Presents are upon this Express Condition that if it shall happen that the said Yearly rent above reserved or 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 Distress thereon to be found whereby to levy the same with the arrears due thereof (if any shall happen to be) **That** then and from thenceforth it shall and may be lawfull to and for the said ffoffees 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 repossest and Enjoy as in his and their first and former Estate anything 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 to have hold occupy & possess and Enjoy all and singular the said Promises hereby Demised with the appurtenances without any the less Trouble Hindrance or Deniall of or by them the said ffoffees their Successors and assigns or of any other person or persons whatsoever **In witness** whereof the Parties first above named to these Presents their Hands and seals Interchangeably have sett the day & year first above Written

