



Writ

made the twenty eighth day of September in the twenty year of the Reign of our Sovereign King William the third by the grace of God of England Scotland France & Ireland King Defender of the faith or Anno Domini 1695 **Between** Edmond Walrod William Drake Esq. Thomas Sampson John Francis & Grant Francis Baywell jun. Hodges Harrant Alben Abbott Richard Newton Phillip Mitchell John Reed & John Wood Esquires of the fifth lands of Gayton in the County of Devon of the one part & William Cross of Harway in the said County of Devon Yeoman of the other part **Witnesseth** that the said Edmond Walrod William Drake Thomas Sampson John Francis Baywell Hodges Harrant Alben Abbott Richard Newton Phillip Mitchell & John Reed Esquires aforesaid by & with the consent & assent of the several men of the fifth of Gayton aforesaid for in consideration of the sum of One hundred & fifty pounds of good & lawfull money of England to them the said Esquires or to some of them in hand well & truly paid & secured to be paid by the said William Cross (as a valuable consideration for these presents) at & before the sealings & delivery hereof, the receipt whereof they the said Esquires doe hereby acknowledge & stand of & swear unto & yett the receipt doe for ever acquit Release discharge & discharge this said William Cross his Exors. & Assigns and every of them by these presents **HAVE** Demised Leased granted sold & to farm letten & by these presents they the said Esquires doe for themselves & their Heirs & Assigns Lease grant sell & to farm lett unto the said William Cross all that tenement in Gayton aforesaid commonly called or known by the name of **Redes** together with all houses Buildings barns Orcharde Hedges Land meadows pastures feedings Commons profits commodities & advantages whatsoever to the said tenement of right in any wise belonging or appertaining all which said tenement with other the premises are now in the occupation of the said Esquires their Assigns or Assigns **Except** allways reserved out of this present lease & grant unto the said Esquires their Heirs & Assigns all maner of trees now growing or being or which shall at any time hereafter grow or be in or upon the said premises or any part thereof, with free liberty to & for the said Esquires their Heirs or Assigns or servants to bid or carry away the same at their will & pleasure during the term therein after granted **to have & to hold** all the said tenement with all houses Buildings barns Orcharde Hedges Land meadows pastures feedings Commons profits commodities & advantages whatsoever to the said William Cross his Exors. & Assigns from the day of the date of these presents unto the full end & terme of four years & no more years from thence next ensuing & fully to be completed expired & ended If William Cross or Thomas Cross (son of the said William Cross heir to these presents) or either of them shall fortune or happen for long to live **yielding & paying** therefor yearly & every year during the said term unto the said Esquires their Heirs & Assigns the yearly Rent of ten shillings of good & lawfull money of England at two of the usual feasts or termes in the years (that is to say) at the annunciation of the blessed Virgin St. Mary & St. Michael the arrisange ll by even & equal portions & likewise yielding & performinge suits & services to all the Courts of Survey of the said Esquires their Heirs & Assigns which shall be shown & kept in the fifth of Gayton aforesaid as other their tenants of their said fifth lands have done & ought to do upon reasonable warnings to him or them given **And** also yielding & paying unto the said Esquires their Heirs & Assigns upon the first day of March or first day of June **But** if it shall happen that the said yearly Rent of ten shillings shall be behind & unpaid in full or in part by the space of one or two days next after any of the said feasts or said Rent for being behind with three shillings thereof if any shall happen to be **Or** if the said William Cross (heir to these presents) his Exors. & Assigns shall willingly doe or by his or their means default or negligence suffer to be done any act or thing which shall or may be or tend to the hurt prejudice or diminution of the said Esquires their Heirs & Assigns of the said premises or any part thereof **Or** if the said William Cross (heir to these presents) his Exors. & Assigns shall suffer the said tenement or premises or any part thereof to be come ruinous in decay or decay by the said Esquires their Heirs or Assigns or servants that then for every or any of the causes aforesaid this present Demise & grant & the terms hereby limited shall cease & determine be void & of none effect, & then & from thence forth it shall & may be lawfull to & for the said Esquires their Heirs & Assigns in all & singular the said Demised premises with the appurtenances to resell & the same to have againe to have & enjoy as in their first & former Estate, these premises or any thing in them contained to the contrary notwithstanding **And** the said William Cross (heir to these presents) doe for himselfe his Exors. & Assigns covenant & promise to & with the said Esquires their Heirs & Assigns that he the said William Cross (heir to these presents) his Exors. & Assigns at his & their own proper cost & charges shall & will from time to time & at all times hereafter during the term hereby granted well & sufficiently repair uphold sustain & maintain the said tenement & premises & every part & parcel thereof as well in walling & timbering thatching & covering as also in hedging ditching & fencing when & as often as need shall require towards the said tenement on the premises as aforesaid it shall & may be lawfull to & for the said William Cross (heir to these presents) his Exors. & Assigns to have & take (by delivery) sufficient timber on the premises if there to be had & the same timber soe well & sufficiently repaired shall in the end of the said term or other sooner determination of this present Lease yield up & leave unto the hands & possession of the said Esquires their Heirs or Assigns **And** it is hereby further covenanted & agreed unto by & between the said Esquires their Heirs & Assigns & the said William Cross shall not at any time or doe proceed & suffer to be done any act deed or thing whatsoever whereby the same or any part or parcel thereof shall or may at any time hereafter come unto any person or persons whatsoever other than unto his wife & children at any time during the said term without the consent of the said Esquires their Heirs or Assigns first had & obtained in writing under their hands & seals, upon paine of forfeiture of this indenture of lease & the terms here by granted any thing therein contained to the contrary in any wise notwithstanding **And** the said Esquires their Heirs & Assigns shall & will warrant acquit & defend by these presents duringe all the term hereby demised & granted In witness whereof the Esquires have hereunto their hands & seals in last aforesaid sett the day & Years before written

Edm. Walrod

Wit. In the



Richard Newton jun



by these parties demised & sold to & well thereof with happy lives (except before except) unto the said William (sons) his
under the Rents Covenants Conditions & agreement before expressed & referred against them the said Feoffees & their Heirs shall & will warrant acquit
demised & granted In witness whereof the year above have for unto their hands & seals in boroughable seth the day & year first above

Edm:



Walton



Witt: Tucke



Tho: Sampson



Francis Bratt



Francis Bagwell Junr



Richard Newton Junr



Allen



John Rood



Sealed & sold by Richard Walton
Esq in presence of

Richard Smith
Rt. Clerk

The stamp in pursuance of the late act of Parliament
first made for that purpose & sealed & sold in the
presence of

John Woolley
Rt. Clerk

The Heirs of Colyton
their heirs & assigns

Witnessed

8/4