

6th Nov^r 1701

The Feoffees of Colyton } Counterpart of a Lease of a
to } Piece of Ground in Southover in
John Rolles Esq^r } Mead in Colyton for 99 years.

Time $\text{£ } 5 \text{ } 5 \text{ } 0$
Yearly Rent $\text{£ } 13 \text{ } 4$
Horioff $\text{£ } 13 \text{ } 4$

Lives. — Lessee aged about $\text{£ } 30$ years
Judith Maria his wife aged ab^t 26 —
and
Ann Rolles his sister aged ab^t 23 —

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8/7



This Indenture

made the sixte day November in the Twenty second year of the Reigne of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith and so forth and in the year of our Lord One thousand Seven hundred and Eighty One **Between** Sir George Yonge Bart. John Sampson Esq. Samuel Sampson Gentleman Thomas Drake Gentleman Jonas Guppy Gentleman Thomas Woodhous Yeoman and Philip Mitchell Yeoman the Surviving Feoffees in Trust of the parish Lands of Colyton in the County of Devon of the one part and John Rolfe of Cidwell in the County of Devon Esquire of the other part **Witnesseth** the said Sir George Yonge John Sampson Samuel Sampson Thomas Drake Jonas Guppy Thomas Woodhous and Philip Mitchell by and with the Assent and Consent of the Major part of the now Surviving Twenty seven and Assistant in the said Trust for the parish of Colyton aforesaid **And also** for and in Consideration of the Sum of five pounds and five Shillings of good and lawful Money of Great Britain to the said Feoffees or to or to Robert Stokes the present Bailiff of the said parish Lands in and paid by the said John Rolfe at and before the Lussaling and Delivery hereof the Receipt whereof is hereby acknowledged and hereon indorsed by the said Robert Stokes and thereof do acquit release and discharge the said John Rolfe his Executors Administrators and Assigns **Have** Demised granted and to firm letten and by these presents they the said Feoffees **Do** Demise grant and to firm lett unto the said John Rolfe his Executors Administrators and Assigns **All** those two pieces of Meadows or Ground containing One Acre in Southover Mead with its Appurtenances situate lying and being in the parish of Colyton aforesaid heretofore in the possession of Edmund Walroud deceased since of William Walroud deceased but now of him the said John Rolfe his Tenants or Assigns **And** all ways paths waters Watercourses easements profits Commodities Advantages and Appurtenances whatsoever to the said premises belonging or in any wise appertaining **Except** and always reserved out of this present Demise and grant unto the said Feoffees their Heirs Successors or Assigns (or to the parish Bailiff for the time being) free liberty of Ingress Egress and Regress at any convenient time and times during the Term herein after granted unto and upon the said premises for viewing and surveying the same and every part and parcell thereof **To have and to hold** the said two pieces of Meadows Ground containing One Acre in Southover Mead aforesaid with its Appurtenances **Except** before excepted unto the said John Rolfe his Executors Administrators and Assigns for and during the full time and term of Ninety nine years fully to be compleat expired and ended If the said John Rolfe aged about Thirty years Judeth Maria his Wife aged about Twenty six years and Susilla Rolfe Sister of the said John Rolfe aged about Twenty three years or any or either of them shall happen so long to live **Yielding and Paying** herefore yearly and every year during the said Term hereby granted unto the said Feoffees their Heirs Successors or Assigns the Yearly Rent or Sum of Thirteen Shillings and four pence of good and lawful Money of Great Britain at four of the most usual Feasts or Days of payment in the year that is to say Christmas Lady day Midsummer and Michaelmas by even and equal portions the first payment thereof to begin and be made at Christmas next ensuing the Date hereof **And also Yielding and Paying** unto the said Feoffees their Heirs Successors or Assigns immediately upon the several Feasts of them the said John Rolfe Judeth Maria his Wife and Susilla Rolfe the Sum of Thirteen Shillings four pence for and in the name of an Assize or Assize **And** the said John Rolfe doth hereby for himself his Executors Administrators and Assigns and for every of them Covenant promise grant and agree to and with the said Feoffees their Heirs Successors or Assigns and every of them by these presents in manner and form following that is to say that he the said John Rolfe his Executors Administrators and Assigns being Tenant or Tenants in possession of the said Demised premises or of any part thereof shall and will do suit and service to all the Courts of Survey of the said Feoffees their Heirs Successors or Assigns which shall be holden within the parish of Colyton aforesaid upon Reasonable Notice or warning to him or them for that purpose **And if it shall happen** that the said Yearly Rent of Thirteen Shillings and four pence or any part thereof shall be behind and unpaid by the space of Twenty days next after any or either of the said Feasts or Days of payment whereon the same ought to be paid as aforesaid being lawfully demanded and then not paid and no sufficient Distress or Distresses in or upon the same premises or any part thereof can or may be found for levying of the same Rent together with the Arrears thereof (if any shall happen to be) **Or** if the said John Rolfe his Executors Administrators or Assigns or any of them shall willingly do or suffer to be done or committed in or upon the said Demised premises or on any part thereof any act or acts thing or things whatsoever which shall or may be prejudicial to the Estate of Inheritance of the said Feoffees their Heirs Successors or Assigns **Or** if the said John Rolfe his Executors Administrators or Assigns shall do or commit or suffer to be done or committed any manner of waste Spoil or destruction in or upon the said premises or any part thereof **That then** and from thence forth for all any or either of the causes aforesaid it shall and may be lawful to and for the said Feoffees their Heirs Successors or Assigns and every of them into the said Demised premises or any part thereof to recure and the same to have again repossess and enjoy as in their first and former Estate any thing herein contained to the contrary thereof in anywise notwithstanding **And** the said Sir George Yonge John Sampson Samuel Sampson Thomas Drake Jonas Guppy Thomas Woodhous and Philip Mitchell do for themselves severally apart and each one for himself and for his own Heirs Executors and Administrators only and not jointly Covenant promise and grant to and with the said John Rolfe his Executors Administrators and Assigns and to and with every of them by these presents that he the said John Rolfe his Executors Administrators and Assigns and every of them by and under the Rents Covenants Reservations and Agreements aforesaid shall and lawfully may peaceably and quietly have hold possess and enjoy all and singular the said Demised premises and every part and parcell thereof with their and every of their Appurtenances **Except** before excepted during the Term and Estate hereby granted determinable as aforesaid without any the lawful lett Suit trouble molestation Exaction or denial of or by them the said Feoffees any or either of them **In Witness** whereof the parties above named to these presents their Seals and Seals have hereunto sett the day and Year first above written.

John Rolfe

