

This Indenture

made the seventh Day of June in the Year of our Lord one thousand eight hundred and eight Between The Right Honourable Sir George Yonge, John Lord Rolle Baron Rolle of Stonehouse in the County of Devon John Sampson Esq. Richard Richersall M.D. Esq. Richard Wadler Esq. Edward Chapman Esq. Clement Drake and Samuel Palmer Esq. Gentlemen of the one part and William Cox of Colyton Esq. of the other part

Witnesseth that the said Sir George Yonge John Lord Rolle John Sampson Richard Richersall M.D. Esq. Richard Wadler Esq. Edward Chapman Esq. Clement Drake and Samuel Palmer for and in consideration of the yearly Rent and of the Covenants and Agreements hereinafter contained on the part and behalf of the said William Cox his Executors and Administrators

Doth Demise and Lease unto the said William Cox his Executors and Administrators these several Messuages, that is to say, all that Close of ground called Longways containing about two acres and all that Meadow adjoining a Close called Wadlow Marsh containing about three acres also all that Meadow called French Orchard containing about one acre and half also all that Close of ground containing about half an acre situate on the East side of the Lane leading from Colyton to Weston called Weston Lane also all those two Pieces of ground containing about one acre and half lying on the South side of the Turnpike Road between Mr. Richard Swelling house at Colyton and a Piece of ground lying from Colyton to Littleton containing about twenty acres also all that Dwelling house and garden adjoining the said Lane leading from Colyton to Littleton late in the Occupation of Thomas Casp. late also all that Dwelling house and garden adjoining late in the Occupation of Mr. Robert Carter together with the Close of ground called four acres and Orchard adjoining the same Field containing together about five acres together with all things therein belonging or in anywise appertaining unto the said Demise and Lease with the said Messuages their Tenements and Appurtenances and all manner of Timber Trees Young Trees and Plantings of what nature or kind whatsoever now standing growing or being or which shall hereafter stand grow or be on the said Demise Premises or any part thereof with full liberty to and for the said William Cox his Executors and Administrators their Heirs and Assigns to cut down fell and carry away the said Trees in such manner as they shall think proper

and paying therefor yearly and every year during the said Term unto the said William Cox his Executors and Administrators the yearly Rent or Sum of fifty Pounds of good and lawful Money of Great Britain in four equal Quarterly Payments or one of the most usual Currencies and of Payment in the Year that is to say the Summer Michaelmas Christmas and Lady Day the first Payment thereof to begin and be made at the Summer Day next ensuing the Date hereof

And the said William Cox with his Executors and Administrators Covenant Promise and agree to and with the said William Cox his Executors and Administrators that in the said William Cox his Executors and Administrators shall and will yearly and every year during the said Term well and truly pay unto the said William Cox his Executors and Administrators the said yearly Rent above recited at the Days and Times and in manner and in form aforesaid according to the tenor and intent and meaning of these Presents

And also the said William Cox shall and will bring into and upon each and every lease and so in proportion to every part of an acre of the said Premises that shall be ploughed broken up or sowed to tillage and within six Months next before the ploughing either to be sown with good well bred Old Seed or one Hundred and twenty Pecks of good Tetter Dung and shall use the same with good husbandry and manage and spread abroad the same on the said Premises in good husbandry like manner and may have and take in respect of such Dying two Cows or Oxen and in more the first sheaves shall be taken and the second Wheat or Oats and shall and will with any kind of such various Crops that shall be sown to plough or broke new eight Pecks of Chaff or Rape and two Pecks of Barley and four Pecks of Beans and shall not break up or prepare the said Premises for tillage within two Years next after the same shall have been so sowed out

And also shall not cut or sell at any time during the said Term any Part of the said Premises or any part thereof but may top and lop such of the Pollard Trees as have been usually topped and lopped and may other land shall not cut or sell any of the Hedge wood or other wood under seven Years growth and then proportionally one Year with another and at no other time but when the Hedges between the same shall be cut shall be done in a good husbandry like manner with Double and Single Dying as they were or usually have or ought to have been under the Penalty of ten Shillings for every Peck of Hedge that shall not be so cut and Dying

And also shall and will keep all the Dwelling houses and Outhouses Hoops Ditches and Fences Gates Rivers and Cotes of the said Premises in good repair during the said Term and repair and build up the same in the like good repair at the end thereof unto the said William Cox his Executors and Administrators

And also shall and will use and expend on the said Premises or on some part thereof all the Hay Straw Dung Compost and Soil that shall grow raise or be made thereon or on any part thereof during the said Term or being cut and upon the said Premises forty Cows of good Cotton Dying for every acre of Hay and thirty Cows of Dying for every acre of the Corn that the same thereof shall be cut and spread abroad the same thereon in a good husbandry like manner under the Penalty of one Shilling for every Acre of Dying that shall not be so bought in and spread abroad thereon as aforesaid

And also shall and will pay bear and discharge the Landtax Church and Poor Rates and all other Rates Taxes and outgoings whatsoever which with the said Premises shall or may be charged or chargeable during the said Term

And also shall not nor will let sell or give the said Premises or any part thereof during the said Term without the Licence and consent in Writing under the Hands of the said William Cox his Executors and Administrators and those Presents are upon the Condition that if the said yearly Rent above recited or any part thereof shall be behind and unpaid by the return of seven days next after either of the said Quarter Days when the same ought to be paid as aforesaid being lawfully demanded and then not paid and no sufficient distress in or upon the said Premises can or may be found whereby to levy the same with the Covenants thereof if any Of the said William Cox should at any time during the said Term become bankrupt or otherwise insolvent

And the said William Cox his Executors and Administrators do well and truly observe perform fulfill and keep all and singular the Covenants and Agreements hereinbefore contained and in such case for all or either of the Causes aforesaid it shall and may be lawful to and for the said William Cox his Executors and Administrators their Heirs and Assigns with and upon the said Premises and every part thereof to enter and the same to have again to possess and enjoy as in and then first and foremost Estate any thing herein contained to the contrary notwithstanding

And the said William Cox his Executors and Administrators do hereby Covenant Promise and agree to and with the said William Cox his Executors and Administrators in manner following that is to say that by and under payment of the said Rent and observance and performance of all and singular the Covenants and Agreements hereinbefore contained it shall and may be lawful to and for the said William Cox his Executors and Administrators from time to time and at all times during the said Term hereby Demise parcelly and jointly to enter into and upon and to have had use occupy possess and enjoy all and singular the said Premises hereby Demised with the Appurtenances without the help and favour licence or licence of them the said William Cox his Executors and Administrators or of any other Person or Persons whatsoever claiming under them

Witnesseth that the said William Cox his Executors and Administrators have put their Hands and Seals hereunto the Day and Year first above Written

William Cox

7th June 1808

The Feoffees
of Colyton
to
Mr. Will^m Cox

Counterpart of a
Lease of Land in
Colyford from Lady Day
last for 7 Years —

Yearly Rent £50 —

Expires

8/96