

1688

# This Indenture

made the twelveth day of December in the fourth yeare of the Reigne of our  
 Soveraigne King James the second by the grace of God of England Scotland France & Ireland King defender of the faith &c  
 Betweene Edmond Dalrymple jun Esq William Drake Thomas Sampson Thomas Marwood gent Francis Pratt  
 Francis Bagwell jun Hodgesarrant Ellison Abbott Richard Newton jun Phillip Minnell jun & John Reeds ffoffees of the  
 parish lands of Colyton in the County of Devon of the one parts & Nathaniell Woodman of Colyton aforesaid yoman of the  
 other parts **witneseth** that the said ffoffees by & in the consent & assent of the twenty men of the parish of Colyton aforesaid as  
 well for & in Consideration of the sum of four & twenty pounde of good & lawfull money of England to the said ffoffees in hand  
 well & truly paid at & before thysalings & delivry therof by the said Nathaniell Woodman the receipt wherof they the said  
 ffoffees doe hereby acknowledge & thersof & of saye parts & yett thersof doe acquitt & discharge the said Nathaniell Woodman  
 his & Edm & Edw of them by these presents, as alsoe for & in Consideration of the yearly rent hereafter in & by these presents  
 mentioned & reserved to be paid to the said ffoffees their Hei<sup>r</sup> or Assigned **Have** demised leased granted & to farme lett en  
 & by these presents doe demise lease grant & to farme lett unto the said Nathaniell Woodman all that one Close or parcel of land  
 & pasture commonly called or knowne by the name of Solbears Close conteyning by estimation two acres be it more or lesse  
 & is situate lying & being in the parish of Colyton aforesaid & now in the tenure use or occupation of the said ffoffees their  
 Assignee or Assigned **to have & to hold** all the said Close & parcel of land & pasture unto the said Nathaniell  
 Woodman his & Edm & Assigned immediatly from & after the day of the date thersof for & duringe the full tyme & terme of  
 four score & nyne years from thence next ensuing & fully to be computed seipred & ended, If Almey Woodman now the  
 wife of the said Nathaniell Woodman Mary Saward daughter of Christopher Saward of Colyton & Nathaniell Woodman  
 of Sidbury (Kinsman of the aforesaid Nathaniell Woodman) or any or either of them shall for longe tyme to come **yeildinge**  
 & payinge therefore yearly & every yeare duringe the terme thersof granted unto the said ffoffees their Hei<sup>r</sup> or Assigned the yearly  
 rent of twelue pence of lawfull English money at the feast of the birth of our S<sup>d</sup> God if it be lawfully demanded & alsoe holdinge doings & performinge  
 suits & service to all the Courts of Justice of the said ffoffees their Hei<sup>r</sup> or Assigned w<sup>ch</sup> shall be holden w<sup>ch</sup> in the parish of Colyton aforesaid as otherwise  
 their tenants of their said parish lands have done & ought to doe upon reasonable warninge to him or them given & alsoe yeildinge & payinge  
 unto the said ffoffees their Hei<sup>r</sup> or Assigned immediatly upon the death of the said Almey Woodman Mary Saward & Nathaniell Woodman  
 of Sidbury & every of them the sum of twelue pence lawfull English money for & in the name of a Berriott **But** if it shall happen that  
 the said yearly rent of twelue pence lawfull English money shall be behinde & unpaid in yte or in all by the space of one & twenty dayes  
 next after the said day of payment in w<sup>ch</sup> as aforesaid the same ought to be paid being lawfully demanded & then not paid, & no suffi-  
 cient distress in or upon the premises can or may be found for the levyinge of the said rent soe being behinde w<sup>ch</sup> tharrearages thersof  
 if any shall happen to be **Or** if the said Nathaniell Woodman his & Edm or Assigned shall willingly doe, or by his or their assent or  
 procurement suffer to be done any art or act thing or thinge whatsoe w<sup>ch</sup> shall or may tend or be to the prejudice hurt or disinheritaunce of the  
 said ffoffees their Hei<sup>r</sup> or Assigned of the premises or any parts thersof **That** then for any or any of the causes aforesaid this present  
 demise & grant & the terme hereby granted shall cease determine & be void, & then & from thence forth for all or any of the said causes  
 it shall & may be lawfull to & for the said ffoffees their Hei<sup>r</sup> or Assigned into the said demised premises to resort & the same to have  
 againe repossesse & enjoye as in their first & former estate, these Indentured or any thing in them conteyned to the contrary thersof  
 in any wise notwithstanding **and** the said ffoffees & their Hei<sup>r</sup> all the said Close & parcel of Land & pasture in & by these presents  
 demised unto the said Nathaniell Woodman his & Edm & Assigned in maner & forme aforesaid & under the Rents & Coven<sup>ts</sup> Conditions &  
 agreem<sup>ts</sup> before expressed & reserved against all persons shall & will warrant acquitt & defend by these presents duringe the said terme  
**In witness** wherof the parties above said have to these presents Indentured interchangably their hand & Seals the  
 this day & yeare first above written Anno Dom<sup>ini</sup> 1688

the marks of  
 Nathaniell  Woodman

Memor  
The day & year <sup>th</sup> in w<sup>th</sup> the Consideration  
money within mentioned beinges four & twenty  
pounds was paid by the <sup>th</sup> in named Nath<sup>l</sup> Woodman  
to the <sup>th</sup> in mentioned or to some of them  
in issues of

Sealed & deliv<sup>d</sup>  
in the presence of us  
Rob<sup>t</sup>. Barkman  
Aron Storer

20 Decr 1688  
Widow Woodman  
Leafe of  
Solihull  
Solihull  
Expire  
9/27