

**Our** **Witness**

made the eighteenth day of September in the sixth year of the reign of our Sovereign Lady Ann by the grace of God of Great Brittain and Ireland Queene Defender of the Faith etc Anno 1707 Betweene William Drake Esq. Thomas Marwood Gent. Francis Pratt Francis Bagwell Allen Abbot Richard Burton Phillip Mirkost & John Reed shroffes of the parish Lands of Colyton in the County of Devon of the one pte & Thomas Rodwood of Colyton aforesaid of the other pte **Witnesseth** that the said shroffes by & with the consent & assent of the twenty men of the parish of Colyton aforesaid as well for the satisfaction of the sum of five pounds of lawfull money of England to the said shroffes in hand w<sup>ch</sup> & truly paid all & before the sealing & delivery hereof by the said Thomas Rodwood the receipt whereof is hereby acknowledged also in consideration of the yearly rents & covenants on the pte & behalf of the said Thomas Rodwood hereafter in these presents mentioned & provided to be paid & performed to the said shroffes their heirs or assigns **HAVE** demised & granted & to farm & letten & by these presents do demise grant & to farm & letten unto the said Thomas Rodwood all that messuages or dwelling houses w<sup>ch</sup> he at Holwill heretofore dwelt upon Ralph Kelly & being then divided into two Tenements but now or lately in the use or occupation of one John Lovings & the garden & close or parcel of land therunto adjoining containing by estimation half an acre or more or less & is situate lying & being in Colyton aforesaid & is bounded on the east & south w<sup>ch</sup> the Queenes highway together with all ways paths commons easements Profitts Commodities and advantages whatsoever to the said messuage garden & close or parcel of land belonging or in any wise appertaining (except & always reserved out of this present demise & grant unto the said shroffes their heirs & assigns all the Trees now standing growing or being or to hereafter shall stand grow or be in & upon y<sup>e</sup> premises or any part thereof with free liberty to view & cut down & carry away the same at their will & pleasure **to have and to hold** the said messuage or dwelling house garden & close or parcel of land & every pte & parcel thereof w<sup>ch</sup> he appertains to & (except to be here excepted) unto the said Thomas Rodwood his Executors Administrators & Assignes from henceforth for & during the full tyme & term of four score & nyne years from the date hereof on using & fully to be completed & ended & if the said Thomas Rodwood Elizabeth his wife and Mary Drake daughter of Thomas Drake of Shute in the County of Devon or any or either of them shall so long happen to live **yieldinge** & paying therefor yearly & every year for y<sup>e</sup> first two years of y<sup>e</sup> term hereby granted unto y<sup>e</sup> shroffes their heirs or assigns the sum or yearly Rent of four pounds & four shillings of lawfull money of England **AND** also yielding & paying therefor yearly every year after y<sup>e</sup> expiration of y<sup>e</sup> first two years during the term hereby granted unto the said shroffes their heirs or assigns the sum or yearly rent of four shillings of lawfull money of England at y<sup>e</sup> four most full feasts or Termes in y<sup>e</sup> year (that is to say at y<sup>e</sup> feast of S<sup>t</sup> John Baptist & Michaelmas the first & the Birth of our Lord God & the Annunciation of the blessed Virgin Mary or upon equal portions **AND** also yielding & paying & performing & acquitting the high & theife Rents Rates of Levies Burroughs Rates & services & other charges & duties of y<sup>e</sup> same demised premises whatsoever during y<sup>e</sup> term **AND** the said Thomas Rodwood both for himselfe his Executors Administrators & Assignes doth promise grant & agree to & in the said shroffes their heirs & assigns that he the said Thomas Rodwood his Executors Administrators & Assignes shall well & sufficiently repair & sustain & amend y<sup>e</sup> demised premises & every pte & parcel thereof as well in housing walling bymbering & covering as also in hedg & ditch & gates & all other necessary repairs & other whatsoever **BUT** if it shall happen that y<sup>e</sup> yearly rent of four pounds & four shillings or y<sup>e</sup> yearly rent of four shillings be behind or unpaid in pte or in all by y<sup>e</sup> feasts or Termes by day & next after any or either of y<sup>e</sup> said feasts & dayes or dayes of paym<sup>t</sup> in w<sup>ch</sup> the said y<sup>e</sup> same ought to be paid being lawfully demanded & no sufficient distress or upon the premises can or may be found for y<sup>e</sup> levying of y<sup>e</sup> Rent with the arrears of any & if any shall happen to be **OR** if the said Thomas Rodwood his Executors Administrators & Assignes shall at any tyme or tymes hereafter suffer y<sup>e</sup> said messuage or any pte thereof to be ruined or in decay to the value of ten shillings or above & do not well & sufficiently repair & amend y<sup>e</sup> same within one moneth next after notice thereof given by y<sup>e</sup> said shroffes or their Bailiff or Bailiffs **That** then & at all tymes after for & upon all & every pte or ptes of y<sup>e</sup> premises or of the said premises the present demise & lease shall become frustrate & y<sup>e</sup> term hereby limited shall immediately determine & to & thereupon & that it shall & may be lawful to & for y<sup>e</sup> said shroffes their heirs or assigns Bailiff or Bailiffs into the said demised premises to re-enter & the same & every pte & parcel thereof to have againe & possess & enjoy as in & to their former estate & the said present Indentures or any thing in them contained to the contrary in any wise notwithstanding **IN WITNESSE** whereof the parties above named have to these presents Indentured in bearing of their hands & seals the first day of September & year first above written.

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The marks of  
Thomas Rodwood

Signe Sealed & Delivered  
In the presence of us  
Nathan Marwood  
David Quinlan

Tho. Rowwood

Lease

Colyton

expired

1707

9/306

