

THIS Indenture made the six & twenty day of April in the fourth year of the reign of our Lady Anne

between Edmond Wabron & William Drake Esqrs Thomas Marwood gentlmen Francis Pratt Francis Bagwell Allen Abbott Richard Newton Phillip Mitchell junr and John Rood of Knoll Yewman hoofoos in trust for the pish Lauds of Colyton in the County of Devon of the one part And Daniel Buttor of Colyton aforesaid Yewman of the other part **Witneseth** that they the said Edmond Wabron William Drake Thomas Marwood Francis Pratt Francis Bagwell Allen Abbott Richard Newton Phillip Mitchell & John Rood by & with the generall consent & appointment of S^r John Bole Bar^t S^r William Drake Jun^r & Bar^t Phillip Mitchell and Richard Newton or the most part of them they being the Surviving & remaining part of the twenty men of the said pish of Colyton for the time being chosen and elected

as assistants in the said trust for & in consideration of the sum of five & twenty pounds of good and lawfull money of England unto them the said hoofoos or one of them in hand paid of the said Daniel Buttor at & before the sealing & delivery hereof the receipt & payment whereof the said hoofoos doo here by own & acknowledg & thereof & of every part & pds thereof doo and every of them doth acquit release & discharge the said Daniel Buttor his Executors & assigns & every of them by these presents **have** demised granted & to farme letten and by these presents they the said hoofoos doo demise grant & to farme lett unto the said Daniel Buttor his Executors & assigns **All** that messuages & Tenem^t scituall lying & being at Colyton within the pish of Colyton aforesaid containing one dwelling house a Bake house & stable with an orchard & garden therunto adjoining & one piece of ground adjoining to the Bakehouse containing one acre and one clop of land called the clop before the doore containing two acres & one other clop therunto adjoining containing two acres and also one other clop called the mary clop containing three acres & now are in the possession or occupation of Daniel Buttor or his assigns **Except** all & all manner of Timber Trees & young Trees likely to prove Timber Trees now growing & being or which hereafter to grow & be on the premises with power to cutt up take or carry away the same Trees as also of ingross & regress at all convenient times during the term here by granted for the rearing & surveying of the same premises **To have and to hold** all and singular the said demised messuages & Tenement clops & premises with their & every of their appurtenances except before excepted unto the said Daniel Buttor his Executors & assigns for during the full time & term of four score & nineteen years to commence & begin from & after the death & decease of John Buttor widow and James Buttor her mother & brother of him the said Daniel Buttor should next ensuing fully to be completed & ended if John Buttor son of the said Daniel Buttor shall for long happen to live **Yeilding** & paying there for yearly during the said term unto the said hoofoos their heirs & assigns the sum of Eighteen Shillings of lawfull right money at the feast of S^t John Baptist S^t Michael the Wartanall the birth of our Lord God & the anniv^r of the blessed virgin Mary by even & equal portions the first payment whereof to be made such of the said hoofoos as shall first & next happen after the death of them the said John Buttor & James Buttor **And** the said Daniel Buttor for himselfe his Executors & assigns & for every of them doth covenant promise & grant to & with the said hoofoos their heirs & assigns & every of them by these presents that he the said Daniel Buttor his Executors & assigns & every of them shall & will from time to time & at all times hereafter at his & their own costs & charges well & sufficiently repair uphold sustaine and maintaine all & singular the premises & every part and pds thereof with the appurtenances as well in housing walling limbing & tenor & repairs as in all other necessary & needfull reparations whatsoever when and as often as need shall require during the said term & the same premises well & sufficiently in all things repaired & maintained in the end of the said term shall & will leave & yield up unto the said hoofoos or the survivors of them their heirs & assigns **And if** it shall happen the said yearly rent of eighteen shillings to be behind & unpaid in part or in all by the space of one quarter of a year next after any one of the said hoofoos or heirs of payment wherein the same ought to be paid being lawfully demanded & not paid & not sufficient distress in or upon the premises or some part thereof in the mean time can or may be had for the paying of the said rent soe behind with the arrears thereof if any happen to be **Or if** the said Daniel Buttor his Executors or assigns or any of them shall willingly doe or suffer to be done any act or acts thing or things whatsoever which shall or may be prejudiciall to the estate of inheritance of the said hoofoos their heirs or assigns of the said demised premises **Or if** the said Daniel Buttor his Executors & assigns or any of them shall doe or commit or willingly suffer to be done or committed any manner of voluntary waste upon the premises or any part thereof at any time during the said term to the value of twenty shillings or above and shall not sufficiently repair & amend the same within one halfe year next after notice to be given by the said hoofoos their heirs or assigns or by their Bayliffs or Bayliffs for the time being **That** then & from thenceforth for all any or either of the said causes aforesaid it shall & may be lawfull to & for the said hoofoos their heirs & assigns & every of them to enter into the said premises or any part thereof to redner and the same & every part thereof to have againe & retaine as in his & their former State & to have & to enjoy all & singular the premises & every part thereof to the contrary notwithstanding **And** the said Edmond Wabron William Drake Thomas Marwood Francis Pratt Francis Bagwell Allen Abbott Richard Newton Phillip Mitchell junr & John Rood doo for themselves severally and apart & each one of them for himselfe & for his own heirs Executors & assigns only and not jointly & severally covenant promise and grant to & with the said Daniel Buttor his Executors & assigns & to & with every of them by these presents that he the said Daniel Buttor his Executors & assigns & every of them (by & under the rents covenants reservations & agreements aforesaid) shall & lawfully may peaceably & quietly have their possession & enjoy all & singular the said demised premises & every part & pds thereof with their & every of their appurtenances (except before excepted) during the said term & the same premises & every part thereof to the full estate hereby granted without any true lawfull lett suit trouble molestacion or delay of any other person or persons whatsoever lawfully claiming or which may for claim the same premises & pds thereof In witness whereunto the said hoofoos their heirs & assigns have set the day & ye

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Buttor

*Sigills Sealed & delivered
on double sieping stamp paper
pursuant to the late act of Parliament,
In the presence of us,*

Wm: Brown

Daniel Quintin