

Nathan Marwood for
writing Orchard

Colyford

expired

1708.

9132a

King's Indenture

made this Twentieth day of July in the seventh year of the Reigne of our Sovereign Lady **Ann** by the grace of **GOD** of Great Brittain France and Ireland Queen Defender of the faith & Dominions **1708 Between** William Drabs Esq; Thomas Marwood gent; Francis Pratt Francis Dagwell Richard Newton Allen Abbott Phillip Minnell and John Reed

of the parish lands of Colyton in the County of Devon of the one part, and Nathan Marwood of Colyton aforesaid aforesaid Cordwayner of the other part **Witnesseth** that the said William Drabs Thomas Marwood Francis Pratt Francis Dagwell Richard Newton Allen Abbott Phillip Minnell and John Reed for in consideration of the sum of twelve pounds of lawfull mony of this Kingdom, to them or some or one of them in hand paid by the said Nathan Marwood at & before the Execution hereof, the receipt whereof is hereby acknowledged, as likewise from every part & part thereof doe for ever acquitt release, exonerate and discharge the said Nathan Marwood his Executors, Exors. Admors every of them **have Demised** leased, granted, & to farm letten, & by those presents Doe demise, lease grant & to farm lett unto the said Nathan Marwood **All** that Orchard commonly called or known by the name of the wing Orchard, and is situate lying & being in the Burrough of Colyton within the parish of Colyton aforesaid, & containeth by estimation one acre and one Rod be it more or less & is now in the use or occupation of Simson DeLoman his under Tenant or under Tenants **Except** and all wayes reserved unto the said lessors their Executors & Assignes free liberty of ingress egress & regress at all convenient times into upon from the premises for the exercising of the same **To have and to hold** all the said Orchard with the appurtenances thereto belonging Except before Expressed unto the said Nathan Marwood his Exors. Admors Assignes

for & during the full time and term of four score & thirteen years if the said Nathan Marwood Elizabeth his wife or any or either of them shall happen see long to live **yeildinge** and paying therefor yearly and every year during the said term unto the said lessors their Executors & Assignes the sum or yearly Rent of six Shillings of lawfull mony of this Kingdom, on the four most usuall feasts or terms in the year (that is to say) the feasts of S. Michael Martin & S. Edmund of our Lord S. Channuntiation of the blessed Virgin Mary and the nativity of S. John the Baptist, by even & equal parts and parts

And alsoe payinge and discharging the Burrough or Court Rent to be due and payable for or out of the premises during the said term

And the said Nathan Marwood his Exors. Admors Assignes and every of them being Tenant or Tenants in possession of the premises by vertue hereof shall doe suite to all the Courts of Surrey of this above named lessors their Executors & Assignes within the parish of Colyton aforesaid, as other their Tenants of the said parish lands have done or ought to doe, upon reasonable warning to him or them given **AND** the said Nathan Marwood for himself his Exors. Admors Assignes and for every of them doth Covenant promise and agree to and with the said lessors their Executors & Assignes, and to & with every of them by those presents that he the said Nathan Marwood his Exors. Admors Assignes being Tenant or Tenants in possession of the premises by force and vertue hereof shall & will at his the said their owne costs & charges well & sufficiently repair, maintain amend & keep the said

Demised premises every part & part thereof with the appurtenances in hedges, ditches & gates **BUT** if it shall happen that the said yearly Rent of six Shillings shall be behind & unpaid in part or in all by the space of thirty days next after any of the said feasts or dayes of paymēt on which as aforesaid the same ought to be paid, being first lawfully demanded, & then not paid, & no sufficient distress in or upon the premises can or may be found for the buying thereof with charges if any shall happen to be **OR** if the said Nathan Marwood his Exors. Admors Assignes or any of them shall remitt or doe, or shall permit or suffer to be done in or upon the premises

any maner or of voluntary or willfull wast spoyle destruction to the vallue of five Shillings or above, & doe not make double satisfaction for the same unto the said lessors their Executors or Assignes within forty days next after such act committed **OR** if the said Nathan Marwood his Exors. Admors Assignes or any of them at any time during the said term shall assign or sell over the said premises, or any part thereof, or alien, sell or convey his or their estate, title, interest or term of or in the same or any part thereof other than to the said Drabs his wife and the said John Reed **without** the consent of the said lessors their Executors or Assignes or the more part of them the same first had & obtained in writing under their hands **That** then for every or any of the causes aforesaid the said Demise & grant of the term hereby limited shall cease determine & be utterly frustrate void, and then & from thenceforth for all or any of the said causes aforesaid it shall & may be lawfull to & for the said lessors their Executors & Assignes into all & singular the said Demised premises with the appurtenances to recover the same to have againe, retain & enjoy as in their first & former estate, any thing herein contained to the contrary in any wise notwithstanding **AND** the said William Drabs Thomas Marwood Francis Pratt Francis Dagwell Richard Newton Allen Abbott Phillip Minnell and John Reed

lessors aforesaid & their Executors all the said Orchard with the appurtenances (Except before excepted) unto the said Nathan Marwood his Exors. Admors Assignes by and under the said yearly Rents Covenants ceteris reservationes & agreements above in these presents mentioned on the one part to be paid and performed as well against the said lessors as alsoe against themselves the said lessors & their Executors & Assignes every of them shall & will warrant acquitt & defend by those presents during the term aforesaid **provided** allways that these presents or any thing herein contained shall not extend or be extended to bynde or charge the said lessors or their Executors with any further or other grant or warrantie then only such of them against himself & his Executors & all and every other person persons thaiminge under him, and not otherwise **AND** the said Nathan Marwood for himself his Exors. Admors Assignes & for every of them doth Covenant promise & agree to & with the said lessors their Executors & Assignes by those presents, that he the said Nathan Marwood his Exors. Admors Assignes and every of them shall & will at his the said their owne proper costs & charges, sell plant, repairs and replenish the said Demised premises with apples trees and pear trees from time to time & at all times during the said term, and the same see sell and replenish as aforesaid in the end of the said term shall or will have and yeld uppe **IN WITNESS** whereof the parties above named have to the said present Indentures Interchangably

set their hands & seals the day and yeare first above written

Nathan Marwood



The indorsation between the third & fourth lines
first made, & after sealed & delivered on double
seal & stamp in the presence of

J. W. Harwood
W. H. Parson