

Colyford


Counter part of Daniell Coup
Newinary Lease — or

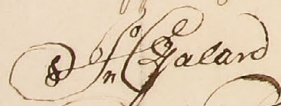
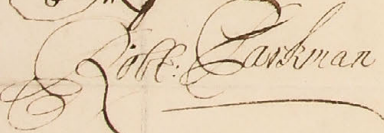
1715

expired

9/34

This Indenture made the third day of August in the second years of the Reign of Sovereign Lord George by the grace of God of Great Brittain, France and Ireland King Defender of the Faith & Annoq Dom 1715 Between William Drake Esq Thomas Warrwood Esq, Francis Pratt, Phillip Wirtwell and John Rice Esq of the parish & lands of Colyton in the County of Devon of the one part and Daniel Coup of Colyton in the parish of Colyton aforesaid yeoman of the other part *Witnesseth* that the said Esq of the one part as well for and in Consideration of the sum of four pounds lawfull money of Great Brittain to the said Esq in hand well and truly paid at and before his Execution hereof by the said Daniel Coup this receipt and payment whereof is hereby acknowledged, as also in Consideration of the yearly Rent hereafter in and by these presents mentioned and reserved to be yielded and paid to the said Esq their Heires or Assignes *Have* Demised & leased granted and to farm letten, and by these presents they the said Esq Doe Demise & lease grant and to farm let unto the said Daniel Coup all that the Reversion Expectant when the same shall happen by and upon the Death of Anney now the Wife of the said Daniel Coup of in and to all that one Close or parcel of Land and pastures commonly called or known by the name of Dolbeared Close, containing by estimation two acres or more or less, situate in the parish of Colyton aforesaid, and now in the Tenure or occupation of the said Daniel Coup his Assignes or Assignes *To Have & to hold* all the said Close or parcel of Land and pastures unto the said Daniel Coup and his Assignes immediately from and after the Death of the said Anney the Wife for and during the full time and terme of four score and ninetien years from thence next ensuing fully to be completed and ended *If* the said Daniel Coup shall so long happen to live *Yielding* and paying therefore yearly and every year during the Term hereby granted unto the said Esq their Heires or Assignes the yearly Rent of one shilling lawfull money of Great Brittain at the feast of the birth of our Lord God if it be lawfully demanded the first payment to be made at the feast of our Lord God as shall first and next happen after the commencement hereof, and also yielding, doing and performing suite and service to all Courts of Surrey of the said Esq their Heires or Assignes which shall be holden and kept within the parish of Colyton aforesaid as other their Tenants of their parish lands have done and ought to do upon reasonable warning to him or them given *and also* yielding and paying unto the said Esq their Heires or Assignes immediately upon the death of the said Daniel Coup one shilling lawfull money of Great Brittain for and in the name of a Forfeitt or Forfeitt *But* if it shall happen that the said yearly Rent of one shilling to be behind and unpaid by the space of one and twenty days next after the said day of payment herein before limited for the payment thereof being lawfully demanded and then not paid, and no sufficient distress in or upon the premises can or may be found for the levying the said Rent so being behind with charges and costs thereof if any shall happen to be *Or* if the said Daniel Coup or his Assignes shall willingly do, or by his or their assent or procurement suffer to be done any Act or Acts thing or things whatsoever which shall or may tend or be to the prejudice hurt or disinherittance of the said Esq their Heires or Assignes of the premises or any part thereof *That* then for every any or either of the causes aforesaid the present Demise and grant, and the Term hereby limited shall cease determine be frustrate and void to all intents constructions and purposes whatsoever, and then and from thence forth it shall and may be lawfull to and for the said Esq their Heires and Assignes into the said Demised premises to reenter and the same to have againe repossesse and enjoy as in their first and former Estates these Indentures or any thing in them contained to the contrary thereof in any wise notwithstanding *And* the said Esq and their Heires all the said Close and parcel of Land and pasture in and by these presents Demised unto the said Daniel Coup and his Assignes in manner and form aforesaid and by and under the Rents Covenants Conditions and agreements before expressed and reserved against all Persons shall and will warrant acquit and defend by these presents during the Term aforesaid *In witness* whereof the parties aforesaid have to these presents Interchangably their hands and seals set the day and years first above written

Daniel Coup 

Sealed & delivered
in presence of



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