

~~John Hodder's Lease~~

John Hodder's Lease
of a Messuage Gardens Orchards and 3 Cows of
Land in Colyton for 3 Lives
Colyton

expired

1733

9/35

The within named John Reed was aged 91 y^r
and upward at the tyme of his Renting the
Counterpart of this Lease.

This Indenture made the fifth day of April in the sixth year of the Reigne of our Sovereign King George the second by the grace of God of Great Britain France and Ireland King Defender of the Faith and so forth and in the year of our Lord one thousand seven hundred thirty and three Between Thomas Marwood Esquire Philip Mitchell the elder and John Reed of the one part Witnesses that the said Thomas Marwood Philip Mitchell and John Reed by and with the general consent and appointment of the surviving twenty men of the said Parish of Colyton for the time being chosen and elected for aid and assistance in the said Trust as well for and in Consideration of the yearly Rent herein after expressed and mentioned to be paid and paid by the said John Dodder his Executors Administrators and Assigns and also for and in Consideration of the sum of ten pounds to the said Thomas Marwood Philip Mitchell and John Reed in hand paid by the said John Dodder at and before the execution of these presents the Receipt whereof is hereby acknowledged HAVE demised leased granted and to farm letten and by these presents they the said Thomas Marwood Philip Mitchell and John Reed DO demise lease grant and to farm let into the said John Dodder his Executors Administrators and Assigns All that Messuages and Tenement Gardens Orchard and three Acres of Land Meadow and pasture to the same belonging with the appurtenances situate lying and being in Colyton in the said Parish of Colyton late in the possession of John Butler since deceased his Assigns or Assigns but now in the possession of the said Hodder their Assigns or Assigns except and always reserved out of this present demise and grant unto the said Hodder their heirs and Assigns all Timber Trees and young Saplings like to become Timber Trees and wood Trees of Oak Ash or Elm in and upon the said demised premises or any part thereof now growing or hereafter to grow with few Liberty of Ingross gross and Roggs to and for the said Hodder their heirs and Assigns to Root up cut down weed and carry away the same and to view the said demised premises at all convenient times and seasons To have and to hold the said Messuages and Tenement and other the premises hereby granted or intended to be except before excepted unto the said John Dodder his Executors Administrators and Assigns from the five and twentieth day of March last past for and during the full time and term of forty years and Nineteen Years thence next ensuing fully to be complete expired and ended If in the said John Dodder Mary Mitchell the now wife of Thomas Mitchell of Charmouth in the County of Dorset and Joan Dodder the now wife of William Dodder of Charmouth aforesaid or any or either of them shall happen or fortune so long to live YIELDING and paying therefore yearly and every year during the said term unto the said Hodder their heirs Successors and Assigns the full sum of five pounds and five shillings of good and lawful money of Great Britain without any deduction for Taxes assessments or any other Impositions whatsover either ordinary or extraordinary at the four most usual Heads or days of payment in the year that is to say Midsummer Michaelmas Christmas and our Lady day by even and equal portions the first payment thereof to be made at Midsummer next AND the said John Dodder for himself his heirs Executors Administrators and Assigns and for every of them doth hereby formally promise and agree to and with the said Thomas Marwood Philip Mitchell and John Reed their heirs and Assigns in Manner following That is to say That he the said John Dodder his heirs Executors and Assigns shall and will during the said term well and truly pay or cause to be paid unto the said Hodder their heirs Executors or Assigns the said yearly Rent before hereby reserved without any deduction as aforesaid according to the Reservation of the same AND also shall and will at his and their own proper Cost and charges well and sufficiently repair sustain uphold amend and maintain all and singular the said granted premises in all houses walls Buildings hedges ditches gates Bars and Fences which now are or hereafter shall be erected or built in and upon the said premises and shall do and make all other needfull and necessary Reparations whatsover as often as occasion shall Require during the said term and the same at the end thereof so well and sufficiently repaired in all things shall and will leave and yield up unto the said Hodder their heirs Successors and Assigns for and towards which Reparations it shall and may be lawfull to and for the said John Dodder his heirs Executors Administrators and Assigns to have and take on the premises If there be had / convenient Timber for house boot and gate boot by the delivery and appointment of the said Hodder their heirs Successors or Assigns or their Bailiffs for the time being thereunto lawfully Authorized and also convenient hedges boot fithbook fireboot fhowell and stakes the pairings and shroddings of such Trees and underwoods as have been heretofore copped and topped and now growing or to grow on the premises or any part thereof without delivery making thereby no manner of wast Spoil or destruction AND also shall and will plant and sett on the said demised premises three young throwing Trees of Oak Ash or Elm in lieu of every Tree that shall be felled thereon for the Reparations aforesaid and shall take care of the same when planted in a husbandlike Manner AND also when the said Lease or term of forty years and nineteen years shall Remain and Continue or one of the aforesaid Lives only shall and will bring into every acre of the said demised premises that he or they shall plough up or convert into tillage either one hundred and fifty Beems of good dung or ten Loads of lime and mix the same with four Loads of Earth and so proportionably in every part of an acre and shall not neither will have or take above three Coppers of Corn after such dressing in any part of the premises and that Successively one after another AND if it shall happen the said yearly Rent of five pounds and five shillings shall be behind and unpaid in part or in all by the space of thirty Days next after any or either of the said Heads or days of payment whereon the same ought to be paid being lawfully demanded and then not paid Or if the said John Dodder his Executors Administrators or Assigns shall not well and sufficiently do and perform all and every the clauses Covenants and agreements herein before Contained which on his and their parts ought to be done and performed Or if the said John Dodder his Executors Administrators or Assigns shall do or Commit or suffer to be done or Committed in or upon the said premises any Manner of Wast or destruction to the value of ten shillings or above or shall suffer the said premises to become Ruinous or in decay to the value of twenty shillings or above and shall not within one month next after notice thereof to him or them given Repair and amend the same That then and thenceforth for all any or either of the Causes aforesaid it shall and may be lawfull to and for the said Hodder their heirs Successors and Assigns into all and singular the said premises with the appurtenances or any part thereof in the Name of the whole to reenter and the same to have again repossess and enjoy as in their first or former Estate any thing herein contained to the contrary thereof in any wise notwithstanding AND the said Thomas Marwood Philip Mitchell and John Reed do for themselves Severally and apart and not jointly Covenant promise and grant to and with the said John Dodder his Executors Administrators and Assigns and every of them By and under the payment of the said yearly Rent hereby reserved and performance of the Covenants Reservations and agreements hereby shall or lawfully may peaceably and quietly have hold possess and enjoy the said premises hereby granted with the appurtenances except before excepted during the term and Estate hereby granted without any the Lawfull lett Suit trouble molestation Eviction or demurrall of or by the said Hodder or either of their heirs or Assigns or of or by any other person or persons whatsover lawfully claiming or to claim the same premises by from or under them any or either of them IT IS WITNESSED whereof the parties above named to these present Indentures their several hands and Seals inter changeably have sett given the day and Year aforesaid.

John Reed

Signed Sealed and Delivered
In the presence of

Philip Collier
Tho. Drake