

Expired

Feb. 21<sup>st</sup> 1783.

The Feoffees of Colyton }  
 do }  
 M<sup>r</sup>. Argenton Power }  
 Counterpart of a Lease of  
 the Ship in Colyford for a  
 Term of Four Score and  
 Nineteen Years Determinable  
 on three Lives.

Fine — £ — s — d  
60 — 0 — 0

Yearly Rent — # — s — d  
# — 8 — 0

Merch — # — s — d  
# — 3 — 4

9/38

Lives — Lessee aged about — — — — — 45 — Years

Jane his Wife aged about — — — — — 42 —  
and

Ann their Daughter aged ab<sup>t</sup> 18 — — — — —



# This Indenture

made the Twentieth first Day of February in the Twentieth third Year of the Reign of our Sovereign Lord George the Third 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 and Eighty Three Between Sir George Yonge Baronet John Sampson Esquire Samuel Sampson Gentleman Thomas Drake Gentleman Jonas Guppy Gentleman Thomas Dookins Yeoman and Philip Mitchell Yeoman the surviving Feoffees In Trust for the Parish Lands of Colyton in the County of Devon of the one part and Argenton Power of Colyton aforesaid Yeoman of the other part Witnesses that the said Sir George Yonge John Sampson Samuel Esquire Samuel Sampson Thomas Drake Jonas Guppy Thomas Dookins and Philip Mitchell by and with the Assent and Consent of the Major Part of the now surviving Twenty Allen and Assistants in the said Trust for the Parish of Colyton aforesaid And for and in Consideration of the Sum of Sixty Pounds of good and lawful Money of Great Britain unto the said Feoffees or unto Samuel Snook the present Adailiff of the said Parish Lands) in hand paid by the said Argenton Power at or before the Enacting and Delivery of these presents the Receipt whereof is hereby Acknowledged (and hereto Indorsed by the said Samuel Snook) and thereof do acquit Release and Discharge the said Argenton Power his Executors Administrators and Assigns HAVE Demised Granted and to farm letten and by these presents they the said Feoffees DO by and with the Assent and Consent of the Major Part of the said Twenty Allen as aforesaid) Demise Grant and to farm let unto the said Argenton Power his Executors Administrators and Assigns All that Messuage or Tenement with the Appurts and one Orchard and Garden thereunto belonging and adjoining by Estimation half an Acre (be it more or less) And also all that Close or partell of Land commonly called or known by the Name of Marke Close containing by Estimation One Acre (be it more or less) which said premises are situate lying and being at Colyton within the said Parish of Colyton and was part and partell of a Tenement heretofore in the possession of Elizabeth White Widow and which lately fell into the Hands of the said Feoffees on the Death of Henry Clarke and are now in the possession of William Sellar as Tenant to the said Feoffees together with all Ways Paths Waters Watercourses Easements Profits and Commodities whatsoever to the same now belonging or in anywise appertaining Except and always reserved out of this present Demise and Grant unto the said Feoffees their Heirs Successors or Assigns All Manner of Timber and other Trees now growing or being or which hereafter shall grow or be in and upon the said premises with free Liberty for them and their Successors and their Assigns to cut down Cart and Carry away such said Excepted Trees at his and their Wills and pleasure To have and to hold the said Messuage or Tenement Orchard Garden Close or partell of Land and all and singular other the premises with the Appurts (except before Excepted) unto the said Argenton Power his Executors Administrators and Assigns from the Twentieth fifth Day of March next for and during the full Time and Term of four Score and sixteen Years fully to be compleat expired and ended If the said Argenton Power aged about forty five Years Jane his now Wife aged about forty two Years and Ann their Daughter aged about eighteen Years or any or either of them shall so long happen to live Yielding and Paying therefore during the said Term unto the said Feoffees their Heirs Successors or Assigns the Yearly Rent or Sum of Eight Shillings of good and lawful Money of Great Britain at four of the most usual Feasts or Days of Payment in the Year (that is to say) Midsummer Allhallowmas Christmas and Lady Day by even and equal Portions the first Payment thereof to begin and be made on the Twentieth fourth Day of June next ensuing the Date hereof And also Yielding and Paying unto the said Feoffees their Heirs Successors or Assigns at and upon the Deaths of either of them the said Argenton Power Jane his Wife and Ann their Daughter the Sum of Three Shillings and four pence for and in the Name of an Aderiott or farliott And likewise Yielding Paying Performing and acquitting all high and chief Rents Suit of Courts Suit fines Adorough Rent Burthens and Services of the same Demised premises whatsoever during the said Term And the said Argenton Power both hereby for himself his Executors Administrators and Assigns and for every of them Covenant Promise agree to and with the said Feoffees their Heirs Successors and Assigns and every of them by these presents in Manner and form following (that is to say) that he the said Argenton Power his Executors Administrators and Assigns being Tenant or Tenants in possession of the said Demised premises or of any part or partell thereof shall and will from Time to Time and at all Times during the said Term do Suit and Service at all the Courts of Justice of the said Feoffees their Heirs Successors and Assigns which shall be holden within the Parish of Colyton aforesaid upon reasonable Notice or Warning to him or them for that purpose given And also shall and will from Time to Time and at all Times hereafter during the said Term hereby Granted well and sufficiently repair uphold sustain maintain and keep all and singular the said premises hereby Demised and every part and partell thereof as well in Dowring Chaitking Walling Timbering and Topping as also in Adoages Ditches fences and Gates and in all other necessary Reparations whatsoever And also shall and will set plant Repair and Replenish the aforesaid Orchard with Apple Trees pear Trees and other good fruit Trees at all Times when they shall require during the said Term And all the said Demised premises with the Appurts being so in all Things well and sufficiently repaired and amended and the said Orchard well and sufficiently planted set and Replenished as aforesaid in the End of the said Term shall and will leave and yield up unto the said Feoffees their Heirs Successors or Assigns And if it shall happen that the said Yearly Rent of Eight Shillings and Aderiotts before hereby reserved or any part thereof shall be behind and unpaid in part or in all by the Space of Twenty Days next after any or either of the said Feasts or Days of Payment whereon the same ought to be paid as aforesaid the same being lawfully Demanded and then not paid And no sufficient Distress or Distresses in or upon the same premises or any part thereof can or may be found and taken for levying of the same Rent and Aderiott with the Accruals thereof (if any) Or if the said Argenton Power his Executors Administrators and Assigns or any of them shall willingly do or suffer to be done in or upon the said Demised premises or any part thereof any Act or Acts Thing or Things whatsoever which shall or may be prejudicial to the Estate of Inheritance of the said Feoffees their Heirs Successors or Assigns Or if the said Argenton Power his Executors Administrators or Assigns or any of them shall at any Time during the Continuance of the Term hereby Demised Assign or Setover the said premises or any part thereof to any Person or Persons whatsoever without the Assent and Consent of the said Feoffees their Heirs Successors or Assigns in Writing thereunto first had and obtained Or if the said Argenton Power his Executors Administrators or Assigns shall do or commit or suffer to be done or committed any Manner of Waste Spoil or Destruction in or upon the said premises or any part thereof or suffer the same or any part thereof to become ruinous or in Decay to the Value of Ten Shillings or above in any one Year of the said Term And shall not sufficiently repair and amend the same within six Months next after Notice given by the said Feoffees their Heirs Successors or Assigns or by their Adailiff or Adailiffs for the Time being That then and from thenceforth for all any or either of the Causes aforesaid It shall and may be lawful for the said Feoffees their Heirs Successors or Assigns and every or any of them into the said Demised premises or any part thereof to reenter and the same to have again repossesed and enjoy as in their first and former Estate any Thing hereinbefore contained to the contrary thereof in anywise notwithstanding And the said Sir George Yonge John Sampson Samuel Sampson Thomas Drake Jonas Guppy Thomas Dookins and Philip Mitchell do for themselves severally apart each one for himself for his own Heirs Executors Administrators only not jointly Covenant Promise agree to with the said Argenton Power his Executors Administrators Assigns etc with every of them by these presents that the said Argenton Power his Executors Administrators Assigns every of them by under the Rents Covenants Reservations and Agreements aforesaid shall lawfully may peaceably and quietly have hold possess enjoy all singular the said Demised premises every part partell thereof with the Appurts (except before Excepted) during the Term and Estate hereby granted determinable as aforesaid without any the lawful Suit Trouble Molestation Exaction or Denial of or by them the said Feoffees or any or either of them In Witness whereof we parties above named to these presents their Hands and Seals have hereunto set the Day and Year first above Written

The Argenton Power  
 Mark of Power

Sealed and Colivered  
In the Presence of  
Jm' Power  
Jm' Hayward