

Dated th 25 May 1810

The Feoffees of Colyton
to
John Imprey Esquire

Lease of Premises in Colyton for
Ninety Nine Years determinable
on Lives - - - - -

Lives

9/4/1a

Betsy Daughter of Robert Warrin aged	17	Years
George Lovelond Nephew of the Lessee	10	
Marian Imprey Warrin	22	Days

	£
Fine	250..0..0
Rent	0..8..0
Heriott	0..3..4

Sealed and Delivered by the within named Samuell Palmer
Richard Hethersull Hallett, John Sampson, Lord Brooke in the presence of

Samuell Palmer

Sealed and delivered by the within named
Clement Drake in the presence of

Clement Drake

Head Rent of a year
Heriet on death $\frac{3}{4}$



His Indenture

made the twenty fifth Day of May in the Year of our Lord One thousand Eight hundred and Ten **Between** The Right Honourable Sir George Yonge Knight and Baronet the Right Honourable John Lord Rolle, John Sampson Esquire Richard Hethersall Mallett Clerk Richard Kopsiter Burnard Jackson Clement Frake and Samuel Palmer Gentlemen surviving Trustees of the Parish Lands of Colyton in the County of Devon of the one Part and John Smyth of Colyton Esquire Captain in the Royal Army of the other Part **Witnesseth** that the said Sir George Yonge, John Lord Rolle, John Sampson, Richard Hethersall, Mallett, Richard Kopsiter, Burnard Jackson, Clement Frake and Samuel Palmer for and in consideration of the sum of Two hundred and fifty pounds of good and lawful Money of Great Britain and Ireland to the said Trustees in hand paid by the said John Smyth at or immediately before the Execution hereof the Receipt whereof is hereby acknowledged and given and thereupon do acquit release and discharge the said John Smyth his Executors Administrators and Assigns **Have** and each and every of them **hath** demised and leased and by these Presents **Do** and each and every of them **Doth** demise and lease unto the said John Smyth **Her** his Executors Administrators and Assigns **That** Messuage or Tenement with the Appurtenances and one Orchard and Garden thereto belonging and adjoining containing by Estimation half an Acre (be it more or less) and also all that Close or Parcel of Land commonly called or known by the Name of Black Close containing by Estimation one Acre (be it more or less) all which said Premises are situate lying and being in the Borough of Colyton within the said Parish of Colyton and are Parts and Partell of a Tenement heretofore in the Possession of Elizabeth White Widow afterwards of Henry Clarke since of Curynton Devon and which lately put into hand and are now in the Possession of Robert Warry as Tenant to the said Trustees together with all Ways Paths Waters Watercourses Casements Profits and Commodities whatsoever to the same belonging or in anywise appurtenant (except and always reserved out of this present Demise unto the said Trustees their Heirs Successors or Assigns all Manner of Tenement and other Ties now growing or being or which hereafter shall grow or be in and upon the said Premises with full Liberty of Ingress Egress and Regress at all reasonable Times during the said Term for the said Trustees their Heirs Successors or Assigns Bailiff or Bailiffs for the time being into and upon and from the said Premises for the mowing and carrying the same and every Part and Partell thereof until also to cut down cart and carry away such excepted Ties at his and their Will and Pleasure **To Have and to hold** the said Messuage or Tenement Orchard and Garden and Close of Ground and all and singular other the Premises hereby demised with the Appurtenances (except upon excepted) unto the said John Smyth his Executors Administrators and Assigns from henceforth for and during the full time and term of Thirty Nine Years fully to be computed and ended if Betsey the Daughter of Robert Warry of South in the said County Sabarner aged about seventeen Years George Lovibond Son of George Lovibond Esquire by Martha his Wife (Sister of the Decease) aged ten Years and Marianne Smyth Wary illegitimate Daughter of the Decease by the said Betsey Warry aged twenty two Days or either of them should so long survive to live **Yielding and Paying** therefore during the said Term unto the said Trustees 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 Michaelmas Christmas and Ladyday by even and equal Returns the first Payment thereof to begin and be made at Midsummer next ensuing the Date hereof **And also Yielding and Paying** unto the said Trustees their Heirs Successors or Assigns at and upon the several Feasts of each of them the said Betsey Wary George Lovibond and Marianne Smyth the sum of three Shillings and four Pence for and in the Name of an Heriot or Fardlu **And likewise Yielding Paying Performing and Acquitting** all high and chief Rents Suit of Courts Tines Borough Rents Burthens and Services of the same demised Premises whatsoever during the said Term **And** the said John Smyth doth hereby for himself his Heirs Executors and Assigns and for every of them covenant promise and agree to and with the said Trustees 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 John Smyth his Heirs Executors and Assigns shall and will well and truly pay or cause to be paid unto the said Trustees their Heirs Successors or Assigns the said Yearly Rent and Heriot when and as the same shall become due and payable **And also** that the said John Smyth his Heirs Executors or Assigns being Tenant or Tenants in Possession of the said demised Premises or of any Part or Partell thereof shall and will do suit and service from time to time and at all times during the said Term at all the Courts of Law of the said Trustees their Heirs Successors and Assigns which shall be held 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 during the said Term truly demised will and sufficiently repair and uphold sustain maintain and keep all and singular the said Premises hereby demised and every Part and Partell thereof as well in housing thatching walling and covering as well in Hedges Ditches Fences and Gates and in all other necessary Reparations whatsoever **And also** shall and will deliver up unto the said Trustees their Heirs Successors or Assigns at the End or other sooner Determination of the said Term all the said Premises well and sufficiently repaired together with all such additional Closures and Buildings which now are or shall or may at any time during the said Term be added or built thereon or any Part thereof in the like good Repair and Condition **And also** shall and will plant and replant the aforesaid Orchard with good Apple Trees Pear Trees or other good Fruit Trees at all times when Occasion shall require during the said Term **Also** shall not nor will at any time during the said Term assign set let or dispose of the said Premises or any Part thereof unto any Person or Persons whatsoever without the License and Consent of the said Trustees their Heirs Successors or Assigns in writing under their Hands first had and obtained **And also** shall and will from time to time and at all times during the said Term truly demised within the Space of Twelve Calendar Months next after the said John Smyth his Heirs Executors or Assigns shall be required by Notice in Writing for that Purpose by or from the said Trustees their Heirs Successors or Assigns or any three of them produce and shew unto the said Trustees at their Room commonly called the Trustee Room in the Town of Colyton aforesaid the Person on whose Life the Premises hereby demised are taken and enjoyed or otherwise produce and shew a proper Certificate upon Oath to the Satisfaction of the said Trustees their Heirs Successors or Assigns that the Person is then living and at what Place he or she is then residing or may be met with and further that in Default of such Proof such Person shall be deemed to be dead these Presents or any Law Usage or Custom to the contrary notwithstanding **And if** it shall happen that the said Yearly Rent of Three Shillings and four Pence and Heriots hereby reserved or any Part thereof shall be behind and unpaid 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 being lawfully demanded and then not paid and no sufficient Districks 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 such Heriots or Heriots with the Arrearages thereof (if any) **Or if** the said John Smyth his Heirs Executors or Assigns or any of them shall 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 Intendment of the said Trustees their Heirs Successors or Assigns **Or if** the said John Smyth his Heirs Executors or Assigns or any of them shall at any time during the said Term assign or in any Manner dispose of the said Premises or any Part thereof to any Person or Persons whatsoever without the Consent of the said Trustees their Heirs Successors or Assigns in Writing under their Hands first had and obtained **Or if** the said John Smyth his Heirs Executors or Assigns shall do or commit or suffer to be done or committed any Manner of Waste Spoil or Destruction 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Trustees do for themselves severally apart and each one for himself and for his own Heirs Executors and Assigns only and not jointly covenant promise and agree to and with the said John Smyth his Heirs Executors and Assigns and to and with every of them by these Presents that he the said John Smyth his Heirs Executors and Assigns and every of them by and under the aforesaid Covenants Reservations and Equivements aforesaid shall peacefully and quietly have hold possess and enjoy all and singular the said demised Premises and every Part and Partell thereof with their and every of their Appurtenances (except before excepted) during the Term and Estate hereby demised aforesaid without any the lawful Let Hindrance or Disturbance or Donal of or by him the said Trustees their Heirs Executors Successors or Assigns or of or by any or either of them **In Witness** whereof the Parties above named to these Presents their Hands and Seals have hereunto set the Day and Year first above written

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Rolle *J. Sampson* *Richard H.* *Mallett* *Richard Kopsiter* *Samuel Palmer*