

# 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 Baron The Right Honourable John Lord Rolle, John Sampson Esquire Richard Hothsall Miltell (late Richard Nisbit) Richard Bayton (deceased) Trade and Samuel Palmer gentlemen Surviving Heirs of the said Lands of Colyton in the County of Devon of the one Part and John Smyth of Colyton aforesaid Esquire Captain in the Royal Navy of the other Part **Witnesseth** that the said Sir George Yonge John Lord Rolle John Sampson Richard Hothsall Miltell Richard

Nisbit Bernard Clement Bate 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 John Smyth at or immediately before the Execution hereof the Receipt whereof is hereby acknowledged and taken and thereof do acquit release and discharge the said John Smyth his Executors Administrators and Assigns **Have** and each and every of them **Have** Demised and Leased and by these Presents **Do** and each and every of them **Doth** Demise and Lease unto the said John Smyth **His** 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 called or commonly known by the Name of Elizabeth White Widow afterwards of Henry Clarke since of Wington Tower and which lately fell into lying and being in the Borough of Colyton within the said Parish of Colyton and one Part and Parcel of a Tenement hereafter in the Possession of Elizabeth White Widow afterwards of Henry Clarke since of Wington Tower and which lately fell into the hands and are now or late in the Possession of Robert Wavy as Tenant to the said Messias together with all Ways Paths Waters Watercourses easements Profits and Commodities whatsoever to the same belonging or in anywise appertaining (Except Maina and all now or late in the Possession of Robert Wavy as Tenant to the said Messias together with all Ways Paths Waters Watercourses easements Profits and Commodities whatsoever to the same belonging or in anywise appertaining) (Except Liberty of Inquies Quays or Regrays at all seasonable Times during the said Term for the said Messias their Heirs Successors or Assigns Bailiff or Bailiffs for the time being into and upon and from the said Premises for the raising or surveying the same and every Part and Parcel thereof and also to cut down cart and carry away such excepted Trees at his own and their own and Pleasure **To have and to hold** the said Messuage or Tenement Orchard and Garden and (the of Ground and all and singular other the Premises hereby demised with the Appurtenances (Except before excepted) unto the said John Smyth his Heirs Admors and Assigns from henceforth for and during the full time and Term of Ninety Nine Years fully to be completed and ended If Belady the Daughter of Robert Wavy of Shute in the said County Labourer aged about seventeen years George Loveland Son of George Loveland Esquire by Martha his wife (later of the Life) aged ten years and Mariann Smyth Wavy Illegitimate Daughter of the Life by the said Betsy Wavy aged Twenty Two Years or either of them should so long hapen to live **Yielding and Paying** therefore during the said Term unto the said Messias 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 each and equal Portions the first Payment thereof to begin and be made at Midsummer next ensuing the Date hereof **And also Yielding and Paying** unto the said Messias their Heirs Successors or Assigns at and upon the several Deaths of each of them the said Betsy Wavy Mary George Loveland and Mariann Smyth Wavy the Sum of Nine Shillings and four Pence for and in the Name of an Acre or Part thereof **And likewise Yielding Paying Performing and Acquitting** all High and Chief Rents Suit of Courts Tithes Borough Rents Duties and Services of the same demised Premises whatsoever during the said Term **And** the said John Smyth doth hereby for himself his Heirs Admors and Assigns and for every of them covenant promise and agree to and with the said Messias 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 Admors and Assigns shall and will well and truly pay or cause to be paid unto the said Messias their Heirs Successors or Assigns the said Yearly Rent and Service as the same shall become due and payable **And also** that the said John Smyth his Heirs Admors or Assigns being Tenant or Tenants in Possession of the said demised Premises or of any Part or Parcel 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 Messias 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 hereby demised well and sufficiently repair uphold sustain maintain and keep all and singular the said Premises hereby demised and every Part and Parcel thereof as well in housing thatching Walling Somboring and covering **And** also in Hedges Ditches Fences and Gates and in all other necessary Reparations whatsoever **And also** shall and will deliver up unto the said Messias 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 buildings and Buildings which now are or shall or may at any time during the said Term be erected or built thereon or on any Part thereof in the like good repair and condition **And also** shall and will plant and replenish 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 sell let or dispose of the said Premises or any Part thereof unto any Person or Persons whatsoever without the Licence and Consent of the said Messias 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 hereby demised within the Space of Twelve Calendar Months next after the said John Smyth his Heirs Admors or Assigns shall be required by Notice or Writing for that purpose by or from the said Messias their Heirs Successors or Assigns or any three of them produce and shew forth unto the said Messias at their Room commonly called the Messias Room in the Town of Colyton aforesaid the Person on whose Life the Premises hereby demised are holden and enjoyed or otherwise produce and shew a proper Certificate upon oath to the Satisfaction of the said Messias 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 dead these Presents or any Law Usage or Custom to the contrary notwithstanding **And** if it shall happen that the said Yearly Rent of Nine Shillings and four Pence and Services 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 when the same ought to be paid as aforesaid being lawfully demanded and then not paid and no sufficient Distress or Distresses on or upon the same Premises or any Part thereof can or may be found and taken for recovery of the same Rent and such Service or Services with the Accruals thereof (if any) **Or** if the said John Smyth his Heirs Admors or Assigns or any of them 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 to become ruinous or in Decay to the Value of Twenty 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 is given by the said Messias their Heirs Successors or Assigns or by their Bailiff or Bailiffs for the time being **Or** if the said John Smyth his Heirs Admors or Assigns shall not well and truly observe perform fulfill and keep all and singular the Covenants and Agreements hereinbefore contained **That then** and from thenceforth for all any and every Part and Parcel thereof with their and every of their Appurtenances (Except before excepted) during the Term and State hereby demised determinable as aforesaid without any the lawful Let Suit Trouble Detraction Eviction or Donal of or by them the said Messias their Heirs Admors 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

John Smyth



Sealed and delivered by the within named }  
John Impney in the presence of - }

James oak

Received on the Day of the Date of the within written }  
Bnd of and from the within named John Impney the }  
sum of Two Hundred and fifty Pounds being in } £250  
full of the Consideration Money within mentioned to }  
be by him paid to me Of Witness my Hand —

Attested by

John Shook

