

Sold by  
WATERLOW BROTHERS  
& LAYTON, LIMITED.  
27, BIRCHIN LANE,  
LONDON, E.C.

# This Indenture



made the twenty fourth day of March One thousand eight hundred and eighty eight Between The Reverend Mamerto Gueritz of Colyton in the County of Devon Clerk in Holy Orders Harry De Spenser Kingdon of Willhayne in the same place Esquire & William Trelawny Hallett of Medcombe in the parish of Axmouth in the County of Devon Esquire J.P. John Imprey Scarbrooch of Seaton in the same County Esquire J.P. Sir William Edmund Pole Baronet of Shute House in the same County George Lewis Phipps Esqre of No 1 John Street Bedford Row in the County of Middlesex Gentleman Sydenham Henry Jessim of Graislawn in the parish of Heavitree in the County of Devon Esquire The Honourable Mark Rolle of Bickton in the same County Frederick William Washington Kingdon of Colyton aforesaid Esquire and John Bampfield Kettle of Colyton aforesaid printer (all of whom are hereinafter called the Feoffees) of the one part and Susan Swain of Coltyford in the parish of Colyton aforesaid Widow of the other part Witnesseth that in consideration of the rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained the Feoffees hereby demise unto the said Susan Swain All that messuage or dwelling house known as "The Old Ship" with the outbuildings garden orchards and appurtenances thereto belonging situate in Coltyford aforesaid together with a small field near the Railway Station and a part of Coltyford Meadow and a field called Tye Lane close all of which premises are within the said parish of Colyton and contain in the whole Five acres two roods and twenty perches (more or less) and are now in the occupation of the said Susan Swain To hold the same unto the said Susan Swain for the term of Ten years from the twenty fifth day of March One thousand eight hundred and eighty eight Yielding and Paying therefore during the said term the yearly rent of Thirty two pounds by equal half yearly payments on the twenty ninth day of September and the twenty fifth day of March in each year the first of such payments to be made on the twenty ninth day of September next And also yielding and paying the additional yearly rent of Ten pounds for every acre and so in proportion for any less quantity than an acre which shall be used cultivated or treated contrary to the covenants hereinafter contained And the said Susan Swain hereby covenants with the Feoffees that she will pay the rent hereby reserved at the times aforesaid and also the said additional rent if the same shall become payable And will also pay all rates taxes tithes rent charge assessments and impositions whatsoever whether parliamentary parochial or otherwise which during the said tenancy may be rated taxed charged assessed or imposed upon the said premises or the landlords or the tenant in lieu thereof (the land tax and landlords property tax only excepted) And also will at all times during



the said term keep the inside of the said premises in good substantial and ~~tenable~~ repair and condition and in such repair and condition will deliver up the same at the expiration or other sooner determination of the said tenancy damage by accidental fire only excepted And will in the last year of the said tenancy paint paper and whitewash in a workmanlike manner such part of the inside of the said premises as are usually painted papered or whitewashed And will keep the gates posts pales and rails and the hedges ditches and fences on the said land in good repair and condition or being allowed rough timber for the same And will not plough up or convert into tillage any part of the said land but will use and manage the same in a good and husband like manner according to the custom of the country And also will permit the Feoffes or their Agent with or without workmen and others at all reasonable times during the said term to enter into and upon the said demised premises and examine the condition thereof and of all such decays defects and wants of reparation as shall be then found to give to the said Susan Swain notice in writing to repair and amend the same within six calendar months then next within which time the said Susan Swain will repair and amend the same accordingly And also will not assign underlet or part with the possession of the said premises or any part thereof without the consent in writing of the Feoffes first had and obtained **Provided** always and it is hereby declared that if the said yearly rent of Thirty two pounds or the said additional rent if payable or any part thereof respectively shall be in arrear or unpaid for the space of 21 days next after any of the days whereon the same shall become payable whether the same shall or shall not have been legally demanded or if the said Susan Swain shall become bankrupt or insolvent or make any ~~to~~ assignment of her estate for the benefit of creditors or if there shall be any breach or non observance of any of the Lessee's covenants herein contained then and in any of the said cases it shall be lawfull for the Feoffes at any time thereafter into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same to have again repossess and enjoy as of their former estate And the Feoffes hereby covenant with the said Susan Swain that they will during the said term keep the outside of the said dwellinghouse and buildings in good and substantial repair and condition and that the said Susan Swain paying the rents hereby reserved and performing the covenants herein contained and on her part to be performed shall and may peaceably and quietly occupy





possess and enjoy the said premises during the said term  
 without any lawful interruption from or by them or any  
 person rightfully claiming from or under them In witness  
 whereof the said parties to these presents have hereunto set their  
 hands and seals the day and year first above written.

Signed sealed and delivered  
 by the above named Mamerto  
 Queritz Harry de Spenser Kingdon  
 William Trelawney Hallett  
 John Impey Scarborough  
 Lydenham Henry Peppin  
 Frederick William Washington  
 Kingdon John Bamphield  
 Kettle and Susan Linn  
 in the presence of  
 Lionel Mortimer  
 Solicitor Colyton

26026  
 Harry de Spenser  
 Kingdon  
 William Trelawney  
 Hallett  
 John Impey  
 Scarborough  
 Lydenham  
 Henry Peppin  
 Frederick  
 William  
 Washington  
 Kingdon  
 John  
 Bamphield  
 Kettle  
 and  
 Susan  
 Linn

M. Queritz

H. de Spenser

Wm Trelawney Hallett

John Impey Scarborough

William Edmund Pole

J. P. Eyre

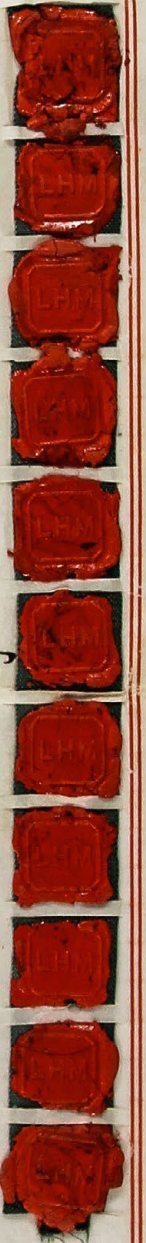
H. Peppin

Mark George Kerr Rolle

F. W. Kingdon

Susan Linn

J. B. Kettle



Signed sealed and delivered  
 by the Hon. Mark George Kerr  
 Rolle in the presence of  
 Robert Hartley Lipscomb of East Budleigh  
 Agent of the Rolle Estates

Signed sealed and delivered  
 by the above named George Lewis  
 Phipps Eyre in the presence of

Charles J. Eyre  
 1, John Street  
 Bedford Row London W.C.

Signed sealed and delivered by  
 Sir William Edmund Pole Bart.  
 in the presence of

Thomas John Clode  
 (Gamekeeper) Shute House



Dated 24<sup>th</sup> March 1888

The Feoffees

to

M<sup>rs</sup> Susan Swain

Lease

Commencing 25<sup>th</sup> March 1888

Term of Years 10

Ending 25<sup>th</sup> March 1898

Rent £32 payable half yearly.

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