

2021 Copy of the 1851 Copy of the 1837 Lease

This indenture makes the Turn by third day of January in the year of our Lord One Thousand eight hundred and thirty-seven. Between, The Right Honourable John Lord Rolle, Baron Rolle of Stevenstone in the County of Devon, of the conferrer and George Walker Esquire. Mayor of the Borough of Great Torrington in the said county Charles William Johnson, Edmund Henry Caddy and Richard Batten Rouse, Aldermen of the said Borough. John Holey, Thomas Colby, William Greek Wills, Thomas Snell, George Doe, Richard Braginton, Thomas Kingdom, John Adams, Joseph Bangham, Thomas Fowler and James Rude, Councillors of the said Borough and the said Charles William Johnson, Thomas Wells, Peter Glubb, Henry Stoneman, George Stoneman, Richard Wells, Knowling Henry Hawkings, Bryan Reed, John Kingdom, Robert Lovell Gwathin, John Partridge and William Gill Glubb, Feoffees. In trust of the Town and Almshouse lands of Great Torrington fore said of the other part Witnesseth that the said John Lord Rolle in Consideration of the Rent Covenants provisors and agreements hereinafter reserved and contained on the parts and behalfs of the Mayor, Aldermen, Councillors and Feoffees their Successors and Assigns to be paid performed and kept. He, the said John Lord Rolle Hath demised and leased and by these present Doth demise and lease unto the said Mayor, Aldermen, Councillors and Feoffees their Successors and Assigns All that plot of Grounds within the pleasure house erected thereon commonly called the Bowling Green House and Green situate in Great Torrington a foresaid and now in the possession of the said John Lord Rolle caping and reserving out of this present demise unto the said John Lord Rolle his heirs and assigns free liberty of ingress, egress and regress at all times during the Term hereby granted to view and inspect the said premises or any part thereof and also to come into and upon the same premises or any part thereof to keep or hold any Court or Courts or for any other usual costumary or legal purpose whatsoever during the said term. And also, liberty for the said John Lord Rolle his heirs and assigns at any time during the said Term to erect and build on the said premises or any part thereof a House or Magazine to keep Ammunitions in or otherwise to convert the present House thereon or any part thereof to that he like use or purpose. And also, liberty for the said John Lord Rolle his heirs and assigns to parade and exercise the whole or any part of any Local or other Militia or any other Military Corps whilst on foot in the said Green at any time during the said Term at his and their will and pleasure. To have and To hold the said demised premises (Except before excepted) unto the said Mayor, Aldermen, Councillors and Feoffees their Successors and Assigns from the Twenty fifth day of March One thousand and eight hundred and thirty-six for and during and unto the full end Term of Twenty-One Years fully to be complete and ended. Yielding and paying therefore Yearly and every Year during the said Term unto the said John Lord Rolle his heirs and assigns the rent or sum of Two shillings and sixpence of lawful money Current in Great Britain on the four most usual feasts or

days for payment of Rent in the year (that is to say) Midsummer Day, Michaelmas Day, Christmas Day and Lady day by equal portions. And the said George Walker, Charles William Johnson, Edmund Herring Caddy, Richard Batten Rouse, John Holey, Thomas Colby, William Greek Wills, Thomas Snell, George Doe, Richard Braginton, Thomas Kingdom, John Adams, Joseph Bangham, Thomas Fowler, James Rude, Thomas Wills, Peter Glubb, Henry Stoneman, George Stoneman, Richard Wills, Knowling Henry Hawkings, Bryan Reed, John Kingdom, Robert Lovell Gwathin, John Partridge, and William Gill Glubb do hereby for themselves their successors and assigns and for every of them Covenant promise and agree to and with the said John Lord Rolle his heirs and assigns that their successors and assigns shall and will well and truly pay or cause to be paid unto the said John Lord Rolle his heirs and assigns the yearly rent of Two shillings and sixpence and upon the days and times and in manner herein before appointed for payment thereof according to the true intent and meaning hereof. And also, shall and will at their own proper costs and charges within Two years from the date hereof put and said House in repair and maintain and keep all and singular the said demised premises in good and sufficient repair during the said Term. Except such house or magazine to be erected and built by the said John Lord Rolle his Heirs or assigns to lodge or keep ammunition in as hereinbefore is mentioned. And also, such part of the present House thereon as shall or may be converted to such or the like purpose having by deliver by the said John Lord Rolle his heirs and assigns sufficient rough timber without top lop or bark whose timber shall be of necessary for such repairs. And at the end of the said Term the same premises and every part thereof so repaired and in good repair shall and will peaceably and gaitly leave and yield unto the said John Lord Rolle his heirs and assigns. And during the said Term shall pay all Fithes, Rates, Taxes, Charges and outgoings wether parliamentary or parxheal now or hereafter to be imposed on the said demised premises. And also, that they, the said Mayor, Aldermen, Councillors and Feoffees or any or either of them, their or any of their successors or assigns shall not or will at any time during the said Term convert the said Green or any part thereof into or suffer the same to be used for any other purpose than a Bowling Green without consent in writing of the said John Lord Rolle his heirs and assigns previously obtained. And also, shall not nor will let set assigns or in any wise whatever part of the said demised premises for the whole or any part of the said Term without such consent as aforesaid. Provided always and if it shall happen that the aforesaid yearly rent of Two shillings and sixpence before by these presents reserved shall be behind and unpaid in part or in all for the space of Twenty days next after any or either of the days or times of payment whereon the same ought to be paid as aforesaid being lawfully demanded and then not paid and not sufficient distress or distresses in or upon the said premises can or may be found to levy the same with the arrears thereof if any or of the said Mayor, Aldermen, councillors or Feoffees the successors and assigns shall not observe perform and help all and singular the Covenants Conditions and Agreements

hereinbefore expressed and contained which on their parts and behalf are to be done observed and preformed. Then and henceforth for any or either of the causes aforesaid it shall and may be lawful unto and for the said John Lord Rolle his heirs and assigns into all and singular the said demised premises with the appurtenances to re-enter and the same to have again repossess and enjoy as in his and their first the former state anything herein contained to the contrary notwithstanding. And the said John Lord Rolle himself his heirs and assigns doth hereby covenant promise and agree to the said Mayor, Aldermen, Councillors and Feoffees and Successors and Assigns that the said John Lord Rolle his Heirs and Assigns shall be and will at his and their proper costs and charges in case he or they shall erect and build a house or Magazine for ammunition on the said premises or any part thereon as hereinbefore mentioned or shall convert the whole or ant part of the present House thereon to such or the like purpose at any time during the said Term. Keep and maintain such House so to be erected or the whole or such part of the present House as shall or may be converted to the above purpose in good and sufficient repair during the said Term or during such part thereof as shall be then to come and unexpired. And also, shall and will from time to time as occasion shall require during the said Term find and provide the said Mayor, Aldermen, Councillors and Feoffees their Successors and Assigns with good and sufficient rough timber without top lop and Bark for the repairs of the said premises where timber shall be necessary for such repairs. And also, that they, the said Mayor, Aldermen, Councillors and Feoffees their Successors and Assigns paying the said yearly rent and performing all and singular the Covenants and Agreements herein contained shall and may peaceably and quickly hold possess and enjoy all the said demised premises without the lawful molestation ordenial of the said John Lord Rolle his Heirs and Assigns or any other person or persons whomsoever and freed and discharged of and from all forms and other rents Arrears of Rents Title Charges and Incumbrances whatsoever. In witness where of the said Parties to these present their hands and seals have hereunto inter changeably subscribed and set the day and year first above written.

H Blatchford

Hon. Sec. 19th December 1896

F Niven

Vice Chairman 4th December 2021