

The Chamber of Feoffees

to
Lieut. H. Mortimer
Solicitor.

Land on the River Axe.

1904

Mar 2

Attending Bailiff taking tracing of field with a view to question of a Right of way from the Road near Woodhague. and making extracts of minutes.

9 Writing L.S.W. Railway Co for draft or copy of their Conveyance.

Apr 30

Viewing field with the Chairman, old road traces could be seen, but no evidence of a way having been given - or reserved was shown.

Considering Mr Sam Bircham's reply that there is nothing in the Conveyance of 22nd Oct. 1861 from the Feoffees to the Company referring to any right of way but it was merely a conveyance of 2 roads & benches for £61.10/- advising the Chairman that action in the matter would be futile.

Mr. John Bull.

1904

March

April

Agreement and counterpart
12. 1. 27 in Shute Parish Rent £20
Year to Year. ^{from Lady Day 1904} for 13.

Completing same at Axminster
Paid Stamps &c

22.

5.

£ 27.

W. Ernest Edwin Trutt

1905
 Feb 20 Lease and counterpart of
 to House - Shop - Slaughter House &
 May 31 1st premises in Honiton.
 Term 7 or 14 years. Rent £20
 from Lady Day 1905
 Completing same at Honiton.
 Stamps and disbursements

£ 14 .
 6 .

May 31 6th Keosee's half

4 - .
 2 - .
 £ 2 - .

W. Edwin Snell

1905
 Sep 14 Lease of Lorehayne and
 to Buddleshayes 27th 2nd 25th
 April 06 Yearly from 25th March 1906
 Rent £105 - 24 fos.
 Counterpart
 Stamps lease 15/- Counterpart 5/-

44 .

1 . .
 £ 54 .

W. John Dommett

1905
 Nov 15 Lease & Counterpart of
 "Counells" 32nd 0th 29th
 reserving fishing rights.
 Yearly from Lady Day 1906
 Rent £50. fos 16
 Stamps 5/- + 5/-

£ 5 .

10 .

£ 15 .

Re Mr. John Box of Lovehayne.

1906

Feb 14

Attending Bailiff who instructed me to act if necessary in detrain for £45 three quarters not due Xmas last.

22

Attending Bailiff. £35 had been paid. Sale would be on Mar. 14

Mar 14

Drawing Authority from Mr. Cox to Auctioneer to pay the Bailiff £15 out of sale proceeds tomorrow

- 6 6

Charity Commissioners' Enquiry.

1908

Feb 29

Attending at Council Room with the Chairman & Bailiff going through deeds and making Schedule of properties for the inquiry.

Mar 5

Attending inquiry by Mr. G. G. Phillimore at Parish Hall - all the charities being reviewed and "a new scheme" to be recommended

- - -

Mrs Griffin. Coleford.

1908

Mar 11

Attending Bailiff taking instructions for agreement to let Coleford Dairy & land yearly from Lady Day £32. It was a question whether Mr Fred White would join as surety but he afterwards declined

- - -

(N.B. This matter is held in abeyance pending the outcome of the inquiry)

Mr. Richard William Clapp

1907
Jan 16

Attending the chairman & Bailiff
perusing correspondence re Hill
Side Grocery Stores, Honiton,
Writing Mr Oscar Perry, Trustee in
Imbey's Composition giving him
notice claiming rent & fixtures

18 attending Bailiff with reply he would
ascertain what fixtures there were

22 attending chairman & Bailiff at
latter's house - ^{7 PM} instructions to write
auctioneer claiming fixtures &
blinds in shop

Writing Mr S. P. Jackson accordingly
Afterwards attending chairman &
Mr Searle when it appeared that
many of the fixtures belonged to the
tenant - Writing auctioneer
withdrawing claim as to those
fixtures - The chairman told
Searle to take the letter to Honiton
tomorrow - they such fixtures as
they thought proper.

23 attending chairman in early morning
handing him letter, draft lease &
papers - (the letter was not handed
in but communication made verbally)
Writing Mr O Perry claiming possession

24 attending the chairman enquiring
he would call a meeting when
reply received

28 Writing for reply

29 attending chairman who brought
a letter from Mr. Clapp to him -
advising that it took us no further
in the matter & we must await
the Trustee's action

Feb 25 No reply having been received
again writing him -

H

1907
Feb 27

attending Messrs Follett & Fleming who brought a letter from W Dunning re transfer of his share & writing Mr Berry with copy

May attending the chairman with letter from Messrs Wright & Johnson asking what further fixtures were claimed by the landlords -

11 Writing them that a member of the Chamber would see them before the sale on 15th.

15 advising the chairman - on Mr Clapp's letter - that the Chamber could not deal with him or any 3rd party until the Trustee had surrendered the lease to the landlords.

Apr 8 Telegram to the Trustee for possession

10 No reply having been received 9th Writing my London agent at length with copy lease, Trustee's letter - & instructing him to see Mr Berry & find out as to Surrender of lease.

18 Telegram to agent in reply to get the Key & lease - the Trustee being willing to surrender - 9th.

Writing informing Chairman

20 Writing agent in reply re rent

24 & the like

29 Writing him to take Counsel's opinion as to the safety of taking possession

May 1

Writing agent to see Trustee & get an order on the Auctioneers for the keys & suggesting a letter on the whole case.

13 Long letter to Chairman explaining that the Trustee had no further interest in the lease but that Mr Clapp retained it as security for the unpaid part of Mr Impey's purchase.

5

1907 money, & that it being the Assignee
of the lease & not the lessee, who
became Bankrupt it was
doubtful whether an action would
lie for forfeiture - & advising that
Mr Claph should be called on to
pay his rent & perform the
covenants - leaving him to deal
with the Trustee.

17 attending Committee - instructions
to go to Hamilton & arrange for a
Surrender & get the rent
to Hamilton - attending him
taking notes of addition to premises
for which he required to be paid -
he would surrender on this being
done & rent due set against Valuation.

Writing Chairman at length thereon
18 Instructions to get ^{fare 1/5} possession if possible

20 Writing Chairman explaining a misapprehension
as to my last letter
Writing agent again

23 " " acknowledging Keys.

27 attending Meeting - discussing
& advising as to Tenant's position &
his claim for compensation for
improvements - & was to see him
& offer terms according to the
resolution -

31 To Hamilton - he was away. Writing him
I would call tomorrow - fare 1/5
June 1 (Sat) To Hamilton, long interview -
putting proposed terms to him -
he would consider them, & write
on Monday - fare 1/1

4 Copy his letter & writing Chairman
thereon.

11 attending Meeting Mr Claph
being present

June 24 } Advising demand for Rent
 27 }
 July 1 attending Chairman with Mr. Clapp's
 letter enclosing £13.15/- & advising
 acceptance
 2 Attending Special Meeting - advising
 accepting the rent & giving him possession
 Nov 19 Drawing authority to Messrs Wright &
 Johnson to distrain for £6.17.6 a
 Quarter's rent to Messrs & fair copy
 to Bailiff
 Dec 18 Mr Clapp having renewed negotiations
 for Surrender instructions to
 accompany Chairman & Bailiff to
 Horiton on Friday - settle if possible
 giving him £30 - perhaps more if
 figures satisfactory -
 20 To Horiton accordingly - he would
 not come to terms (fare paid by
 Bailiff)
 1908
 Apr 15 attending Chairman & Bailiff with
 Mr Clapp's letters of 10 & 14 March
 Writing him by train objecting to his
 Subletting & threatening proceedings
 May 13. Instructions to "close the tenancy"
 as per letter of 15 Apr.
 27 Writing him that resolution passed to
 proceed accordingly
 June 1 Writing him to come to Colyton for
 interview
 15 Long attendance on him & Writing
 Chairman thereon -

		5 17 6
Paid Agents Charges	1. 11. 6	
Other disbursements	8. 6	
	<u> </u>	2 - -
		<u>£ 7 17 6</u>

47

Colyford Field

1908
June 5

The late Mr Kingdon -
Attending Chairman - instructions
to immediately accept Mr Sampson's
offer to sell a moiety of freehold
field for £25
Writing Mr. Lane trans accepting
Writing Agent to stamp letter as a
Contract.

Paid Stamp & charges 2/-

15 Reviewing & approving draft agreement
Writing Mr Lane returning same

25 .. him with contract signed
& deposit money. paid £2.10.0

July 25 Writing Messrs Gray & Jackson
acknowledging abstract of Title

24 Reviewing abstract 13/13/8.

25 To Heter attending examining
deeds. fare 2.8

27 Drawing Requisitions on Title
and fair copy

Writing ^{Vendors} Solicitors thereon

Sept 8 Writing ^{Mr White} Chairman that purchase
would be completed at Michs

Drawing for exchange & fair copy

Writing Messrs Gray & Jackson thereon
& for particulars of Tenancy

Impressing - Stamp &c 5.0

25 Writing Messrs Gray & Jackson thereon

Oct 11 Attending Mr Lane trans settling
purchase & paying him £27.10.0

9 Writing him re tenancy

12 Writing Chairman thereon & with
deed & papers -

Received Cheque for purchase money 25.0.0
Costs 5.0.0
£ 30.0.0

3 3 .

Disbursements

3 3 .

- 10 .

3 13 .

11

Buddleshays.

1908

Sep 11

Attending Mr Tollett & Bailiff
confering as to the inclusion in
sale of Farm by Mrs. Norris on
8th inst of a small piece of
land belonging to the Chamber
Writing the solicitors, Messrs Austin
& Bath of Glastonbury thereon.

17

Copy correspondence for special
Meeting
attending Bailiff - a committee
having inspected the land.
Messrs Austin & Bath were right as
to 0.502 for Plan - but 0.521
to the 84 }
to the 44 }
was the property of the Chamber.

22

Writing them accordingly

28

Again writing them in reply

Oct 13

Copy last letter & writing Chairman
therein - that there had been
no reply.

Nov 18

Writing Messrs A & B. presuming
that they had settled with the
purchaser & asking them to pay costs

20

They replied still claiming the piece
but "to avoid litigation we have not conveyed
" that piece to Mr. Edmunds so that Mrs
" Norris is still the owner of it but we
" are quite willing for the Feoffees to
" have it and we shall in future
" make no claim to it " -
and declining to pay costs

110

110

Received on 15th April 1909
 twenty six pounds 4/6
 Lined for the time.



Summary

	Disbursements			Charges		
	£	s	d			
Land on the Axe	-	-	-	-	-	-
Mr. John Bull	-	5	0	2	2	-
" E. E. Trutt - balance -				2	-	-
" Edw. Snell	1	0	0	4	4	-
" John Demmett	-	10	0	3	3	-
re John box	-	-	-	-	6	6
" Charity Commissioners' Inquiry				-	-	-
" Mrs. Griffin				-	-	-
Mr R. W. Clapp	2	0	0	5	17	6
Pixies' Parlour				4	7	6
Broad Down	-	10	6	-	-	-
Colyford Field	-	10	0	3	3	-
Buddlechayes	-	-	-	1	1	0
	<hr/>			<hr/>		
	4	15	6	26	4	6
				4	15	6
	<hr/>			<hr/>		
	£	31		0	0	0

18

Sealed 28th June 1906.

2039
6.

County—DEVON.

Parish—COLYTON.

Charity—Parish Lands.

E.
79,508.

*Order under Board of Education Act,
1899, s. 2 (2), determining Educational
Endowment.*



CHARITY COMMISSION.

In the Matter of the Charity called or known as
The PARISH LANDS, in the Rural Parish
of COLYTON, in the County of DEVON,
comprised in a Deed dated 25th March,
42 Elizabeth, and in an Order made by the
Charity Commissioners, under the Local Govern-
ment Act, 1894, on the 19th April 1904;

In the Matter of "The Board of Education Act,
1899"; and

In the Matter of "The Charitable Trusts Acts, 1853
to 1894."

**The Board of Charity Commissioners for England
and Wales**, in execution of the provisions of the Board of
Education Act, 1899, s. 2 (2):

16588.

Do hereby Order and Determine that the part of the endowment of the above-mentioned Charity which is held solely for educational purposes consists of the yearly sum of 5l., and may be called the Parish Lands Educational Foundation.

Sealed by Order of the Board this 28th day of June 1906.



Thos. Meehan.

AUTHORIZED UNDER 60 & 61 VICT. C. 45, SEC. 2

LONDON: Printed by EYRE and SPOTTISWOODE,
Printers to the King's most Excellent Majesty,
For His Majesty's Stationery Office.

1906.

Dated ²⁷ September 1915.

Mr Rich^d W^m Clapp

to

The Trustees of The
Parish Lands Charity
& Colyton

Surrender of Tenm

Howell & Coopers: 70 Marsh and Bray dca

2/6

Cl



To all to whom these Presents shall
 COME. I the within named
 Richard William Clapp send Greeting
 wherof by the within Indenture of Lease dated the 10th day
 of November One thousand nine hundred and three All
 that messuage or dwellinghouse and shop with the Garden and
 Buildings thereto belonging situate in High Street Honiton in the
 County of Devon were demised to me for the term of twentyone years
 from the twenty ninth day of September One thousand nine hundred
 and two at the yearly rent of Twenty seven pounds ten shillings &
 subject to the Lessees covenants and conditions therein contained
 And whereas the Reversion immediately expectant on the
 said term is now vested in the Trustees of the Parish Lands
 Charity of Colyton and I have agreed for the Surrender to them
 of the said premises together with the Tenants fixtures therein
 for the unexpired residue of the said term for the consideration
 hereinafter expressed **Now Know Ye** that in consideration
 of the sum of Fifteen pounds and the remission of the Midsommer
 One thousand nine hundred and fifteen quarters rent now the
 sum of Eight pounds making together Twenty three pounds now
 paid and remitted respectively by the said Trustees to me I
 the said Richard William Clapp as Beneficial Owner hereby
 Surrender and yield up unto the said Trustees **And**
 singularly the premises comprised in and expressed to be
 demised by the within Indenture of Lease together with the
 Tenants fixtures therein **To hold** unto the said Trustees &
 their successors and assigns for all the unexpired residue of
 the said term to the intent that the said term may merge
 and be extinguished in the freehold and inheritance of
 the said premises **And** I hereby declare that the said
 Trustees shall be entitled to receive from my under
 Tenant the quarters rent due Michaelmas One thousand
 nine hundred and fifteen **In witness** whereof I have
 hereunto set my hand and seal the twenty seventh day of
 September One thousand nine hundred and fifteen.

Signed Sealed and delivered
 by the above named Richard
 William Clapp in the presence of

R. W. Clapp



Albert Cowards
 1 Bailiff to the Colyton Feoffees



His Indenture made the twelfth day
of November One thousand
nine hundred and three ~~Between Harry de Spenser~~
~~Kingdon of Colyton in the County of Devon Esquire or~~
The Reverend Mamerto Guertiz formerly Vicar of
Colyton but now retired and residing at St. Mary Major
Rectory Exeter Clerk in Holy Orders The Honourable
Mark George Herr Rolle of Bickton in the County
of Devon Frederick William Washington Kingdon
of Colyton aforesaid Esquire and John Impney of
Scarborough of Colyford in the Parish of Colyton
Esquire J.P. (all of whom constitute the Chamber of Feoffees
in the Parish of Colyton and are hereinafter called the
Lessors), of the one part and Richard William Clapp
of High Street Honiton in the County of Devon Grocer
(hereinafter called the Lessee) of the other part in
Witnesseth that in consideration of the Rent herein
after reserved and of the Covenants on the part of the Lessee
hereinafter contained The Lessors hereby demise unto
the Lessee All that Messuage or dwellinghouse and shop
with the Garden and buildings thereto belonging situate
in High Street in Honiton aforesaid and now in his occupation
to hold the same unto the Lessee from the twenty ninth
day of September One thousand nine hundred and two for
the term of Twentyone Years determinable nevertheless
in manner hereinafter provided Steidung and Warranty
therefor during the said term the yearly Rent of
Twenty seven Pounds ten shillings by equal
quarterly payments on the twenty fifth day of December
the twenty fifth day of March the twenty fourth day
of June and the twenty ninth day of September in every
year the first of such payments to be made on the
twenty fifth day of December ¹⁹⁰² next And the Lessee hereby
covenants with the Lessors in manner following (that
is to say) That the Lessee will pay the Rent hereby
reserved at the times and in manner aforesaid or
And will also pay all rates taxes and assessments
whatsoever which now are or during the said term
shall be imposed or assessed upon the said premises
or the Landlord or the Tenant in respect thereof
by authority of Parliament Parochial Authority or

or otherwise (except the Land tax and Landlords property tax) And will at all times during the said term keep in good and sufficient repair and condition the inside of the said messuage and premises and the same in such repair and condition deliver up at the end of the Lease or And in particular will paint with two coats at least of good oil color and in a proper and workman like manner such parts of the inside of the said premises as have been usually painted once in every seven years of the said term the last or painting to be in the year immediately preceding the determination of this Lease whether by effluxion of time or notice And will at the same time whitewash and colour such parts of the inside of the said premises as are usually whitewashed and coloured. And also will permit the Lessors or their Agents with or without workmen and others ^{at any reasonable time} twice in every year during the said term at convenient hours in the daytime to enter into and upon the said demised premises and view and examine the state and condition thereof and of all such decays defects and wants of reparation as shall then and there be found to give to the Lessee Notice in writing to repair and amend the same within three Calendar months then next following within which time the Lessee will repair and amend the same accordingly And also will not at any time during the said term carry on or permit to be carried on any offensive or noxious trade or business upon the said premises 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 Lessors first had and obtained unless such consent shall be arbitrarily withheld **Provided** always And it is hereby declared that if the Rent hereby reserved or any part thereof shall be in arrear for the space of twenty eight days next after any of the days wherein the same ought to be paid as aforesaid whether the same shall or shall not have been legally demanded Or if the Lessee shall become Bankrupt or Insolvent or make any assignment for the benefit of his Creditors or if there shall be any

breach or nonperformance of any of the Lessee's Covenants hereinbefore contained Then and in any of the said cases it shall be lawful for the Lessors at any time hereafter 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 in their former estate **Provided** always And it is hereby declared that if the Lessors or the Lessee shall be desirous of determining this Lease at the end of or the fourteenth year of the said term and of such desire shall give to the other or others six Calendar months' previous notice in writing then and in such case at the end of such fourteen years the term hereby granted shall cease but subject to the rights and remedies of the Lessors for or in respect of any Rent in arrear or any breach of any of the Lessee's Covenants And the Lessors hereby covenant with the Lessee that the Lessee paying the Rent hereby reserved and observing and performing the covenants and conditions herein contained and on his part to be observed and performed shall and may peaceably and quietly possess and enjoy the said premises during the said term without any lawful interruption from or by the Lessors or any person rightfully claiming from or under them And also that the Lessors will during the said term keep the outside of the said messuage and premises in good substantial repair and condition And will once in every three years of the said term paint with two coats at least of good oil colour in a proper and workmanlike manner the outside wood and ironwork of the said premises **Provided** always And it is hereby agreed and declared that if the said messuage and premises hereby demised or any part thereof shall at any time during the said term be destroyed or rendered uninhabitable by fire then and in such case the payment of the Rent hereby reserved or a proportionate part thereof according to the extent of the damage incurred shall be suspended until the said messuage and premises shall have been reinstated and again rendered fit for habitation And lastly it is declared that where the context or allows the expressions "the Lessors" and "the Lessee" used in these presents respectively include the parties hereto of

the one part and their successors in title and the said
Richard William Clapp his executors administrators and
assigns. The witnesses 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 Reverend
Canon to Guesritz in the
presence of

M. Guesritz

R. Mortimer
St Mary Major Rectory
Exeter

Mark G. K. Rolle

Signed sealed and delivered
by the Hon. Mark George Kerr
Rolle in the presence of

F. W. W. Kingdon

John J. Douglas
Stevens Stone, Torrington
Devon - Gentlemen

John J. Scarbrough

Signed sealed and delivered
by the said Frederick William
Washington Kingdon in the
presence of
(see Minute Book 1st Octr 1903)
F. W. W.

Lincol. H. Mortimer
Solicitor. Coleridge.

Signed sealed and delivered
by the said John Imprey Scarbrough
in the presence of

Lincol. H. Mortimer

Dated 12th Novr. 1903

The Chamber of Feoffees
Colyton

to
Mr Rich^d W^m Clapp

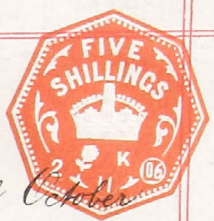
Lease
of a Messuage Shop and
premises situate in High
Street Horiton

Dated Oct 30th 1906

Mr Rich^d W. Clapp
to
Mr Fredk. W. Impey

Witnessed

This Indenture made the 30th day of October
One thousand nine hundred and
six **Between** the within named Richard William Clapp
(hereinafter called the Vendor) of the one part and Frederick
William Impey of 37 Windsor Road Kingston-on-Thames
in the County of Surrey Grocer (hereinafter called the Purchaser)
of the other part **Witnesseth** that in consideration of the sum of
Fifty pounds now paid to the Vendor by the Purchaser the
receipt whereof the Vendor hereby acknowledges the Vendor as Beneficial
Owner hereby assigns unto the Purchaser **With** the premises demised
by the within written Indenture of Lease **to hold** the same unto
the Purchaser for the residue of the term thereby granted at the
yearly rent and subject to the covenants and conditions therein
contained **And** the Purchaser hereby covenants with the Vendor
to henceforth pay the said rent and observe and perform the
said covenants and conditions and to keep the Vendor and
his estate and effects indemnified from all claims arising
under the said Indenture of Lease **And** the Vendor hereby
covenants with the Purchaser that he will not within ten
years from the date hereof carry on or be concerned in the
carrying on of the business or businesses of a Grocer Provision
Dealer Wine Spirit or Beer Retailer or Wholesaler within a
radius of **Two** miles from the said premises **In witness**
whereof the said parties have hereunto set their hand and
seals the date first above written



Signed Sealed and Delivered by the
said Richard William Clapp in the
presence of
Novice & Apprs. 40^a North End
Signed Sealed & Delivered by the said Frederick
William Impey in the presence of
Novice & Apprs. 70^a North End
F. W. Impey

Eastfield
High St
Honiton
Sep 16/75

Dear Sir

In reply to your letter
to hand this morning

I am prepared to meet the
feoffes any way reasonable but
cannot accept £4.10.0 + month rent

I will however to settle take
£17, & the quarters rent due some 24th last

The feoffes to take the quarters
rent £8, due Septemb^r 29th next

you will be sure of a tenant
& a very good return by increased
rent for this small outlay

Please let me have reply in course
of day or so

I am yours truly
V.P.W. Clapp

To the
Bailiff Feoffes
Colyton
Devon

Eastfield
High St
Honiton
Sep 21st 75

Dear Sir

In reply to yours of the 18th
to settle I will accept £15, but
I do think the Committee may
have given the £17 after all
I have laid out on their
property the shop floor cost
me nearly the money they are
paying and

I hope their conscience will
prick them so before drawing
the cheque that they will make it
for the £17.

Will you or the Committee be
coming over please let me know
your arrangements

I am yours truly
V.P.W. Clapp

To Mr A. Edwards
Bailiff
Colyton Feoffes

2 Enclosures.

Letters should be addressed—
"The Secretary,
Charity Commission,
St. James's,
London, S.W."

CHARITY COMMISSION,

RYDER STREET, S.W.

8 January, 1913.

At the head of
your reply please
write—

County - Devon.
A Place - Colyton.
52348 Parish Lands.
Proposed Scheme.

N.B.—It is requested that all communications be made on FOOLSCAP paper.

Sir,

Referring to your letter of the 13th ultimo I am to enclose herewith a draft of the Order which the Commissioners propose to make in this matter, and to request that it may be carefully examined and that any clerical errors or errors in names and descriptions may be corrected. The Draft should then be returned to me.

A duplicate copy of the Draft is also enclosed for your use, which you are at liberty to retain.

When the Order has been made, the Trustees can be supplied with any number of copies at the price of 3d. each, provided that on the return of the corrected draft the number of copies required is stated. The amount of

Albert Edwards Esq.,

Colyton,

Devon.

the cost thereof should be remitted by Postal Order.

Jr.

I am, Sir,

3 January, 1913.

Your obedient Servant,

Henry W. T. Bowyer

At the bottom of your reply please write...

to enclose herewith a draft of the Order which the Com-
missioners propose to issue in this matter, and to request
that it may be carefully examined and that any clerical
errors or omissions in names and descriptions may be
corrected. The draft should then be returned to me.
A duplicate copy of the draft is also enclosed for
your use, which you are at liberty to retain.
When the Order has been made, the Trustees can be
supplied with any number of copies at the price of 3s.
each, provided that on the return of the corrected draft
the number of copies required is stated. The amount of

Albert Edwards Esq.,
Colyton,
Devon.

Letters should be addressed—
"The Secretary,
Charity Commission,
St. James's,
London, S.W."

CHARITY COMMISSION,

RYDER STREET, S.W.

// December 1912.

*At the head of
your reply please
write—*

County - Devon.
A Place - Colyton.
52348 Parish Lands.
Proposed Scheme.

N.B.—It is requested that all communications be made on FOOLSCAP paper.

Sir,

With reference to your letter of the 13th ultimo I am to say that the Commissioners will be prepared to accede to the proposal which the Trustees have submitted in regard to the mode of discharging the amount of the loan remaining unpaid, and instructions have been given for the necessary revision of the draft proposed Scheme in this respect.

With regard to the distribution of Christmas doles I am to say that these should cease when the proposed Scheme has been established. Payments of money directly to poor persons will then only be permissible under Clause 3 III (b) as an alternative to the other modes of appropriation indicated in the provisions of Clause 3, and it will only be open to the Trustees

Albert Edwards, Esq.
Queen Square,
Colyton.
Devon.

to make such payments in the particular contingencies provided for in sub-clause III (b) and to an amount not exceeding £30. It would seem preferable in every way that any expenditure which the Twenty Men think fit to make under clause 3 III (a) and (b) should be made from time to time throughout the year as cases of need sickness and loss are brought to their notice. It is understood that at the Inquiry held in June last a general feeling was expressed in favour of restricting as much as possible the former extensive distribution of money doles, and the Commissioners' experience leads them to agree with this view and the provisions of Clause 3 have accordingly been framed with the object of affording to the Trustees alternative methods more useful and generally beneficial than money doles.

I am, Sir,

Your obedient Servant,

Henry W. T. Bowyer

Sealed 28th January 1913.

208
13.

County—DEVON.

Ancient Parish—COLYTON.

Charity—Parish Lands.

A.
52,348.

*Scheme supplementing Scheme of
Charity Commissioners, and
including—
Determination of Educational
Endowment.*

CHARITY COMMISSION.

In the Matter of the PARISH LANDS CHARITY, in the Ancient Parish of COLYTON, in the County of DEVON, regulated by a Scheme of the Charity Commissioners of the 31st January 1911; and

In the Matter of “The Charitable Trusts Acts, 1853 to 1894.”

The Board of Charity Commissioners for England and Wales, upon the application upon which the Order establishing the above-mentioned Scheme of the 31st January 1911 was made:

And in execution of the power for this purpose reserved by clause 29 of the said Scheme:

And after due notice of the intention to make this Order published according to the direction of the Board by being affixed to or near a principal outer door of the Parish Church of Colyton on the 26th October 1912, and by advertisement in the newspaper called “Pulman’s Weekly News” on the 29th October 1912, and in the newspaper called “The Western Times” on the 1st November 1912 (being in each case more than one calendar month before the date hereof); and also sent through the post to

EDWARD HENRY CUMING,
ERNEST ALFRED LOVERIDGE,
WILLIAM SAMUEL LOCK, and
SAMUEL MILLS, the Guardians
representing the Parish of Colyton
on the Board of Guardians of the
Axminster Union;

} Ex-officio Trustees.

C 978 (985)

The Reverend GEORGE EDWARD FRANCIS MOLINEUX, Vicar of Colyton;	} Representative Trustees.
WILLIAM WHITE BOARD, Butter Merchant;	
The said ERNEST ALFRED LOVERIDGE;	
JOHN ZEALLEY, Miller;	
HARRY SWEETLAND, Farmer;	
JOHN IMPEY SCARBOROUGH, Esquire;	} Coöptative Trustees.
JOHN WHITE, Carrier;	
FRANCIS STOKES, Merchant;	
GEORGE HARRY SMITH, Retired Hotel Keeper;	
GEORGE SPRAGUE, Retired Baker;	
EDWARD SMITH, Plumber;	
FRANCIS JAMES BAKER, Merchant;	
FREDERICK HANN, Merchant;	
WILLIAM JOSEPH SUMMERS, Yeoman;	
JOHN FOLLETT, Merchant; and	
The said EDWARD HENRY CUMING; all of Colyton;	

being the present Trustees of the Charity, and some of them not being privy to the said application, at their respective last known places of abode in Great Britain or Ireland, on the 8th January 1913:

And after due consideration of all objections made to the proposed Order and suggestions for the variation thereof:

And after due communication of the draft of the subjoined Scheme to the Parish Council of Colyton:

Do hereby Order as follows:—

The subjoined Scheme is approved and established as a Scheme for the further regulation of the Charity.

SCHEME.

1. *Determination of Educational Endowment.*—It is hereby determined that the part of the endowments of the above-mentioned Charity which is held for, or ought to be applied to, educational purposes consists of the following hereditaments and yearly sum:—

- (1) The Feoffee House in Colyton, now used as a School house, with the site and appurtenances, but subject to the right of user of one of the rooms therein for meetings of the Trustees of the Charity;
- (2) A yearly sum of 125*l.* out of the net yearly income arising from the property of the Charity, in addition to the yearly sum of 5*l.* specified in an Order made by the Charity Commissioners on the 28th June 1906, under the Board of Education Act, 1899, s. 2 (2), and forming the endowment of the Parish Lands Educational Foundation constituted by the said Order.

The said hereditaments, subject as aforesaid, and yearly sum shall be added to and form part of the said Foundation.

2. *Repayment of Loan.*—The sum of 175*l.*, being the amount now due and owing in respect of a loan of 300*l.* raised by the Trustees to provide a portion of the cost of constructing a new reservoir in connexion with the waterworks belonging to the

Charity (the balance of such cost having been provided out of the income of the Charity) shall be repaid by the Trustees within the period of three years from the date of this Scheme, by means of the payment out of the income received in respect of the water supply belonging to the Charity of equal yearly instalments of 63*l.* each, including principal and interest, direct to the lenders.

3. *General Benefit of Poor.*—The residue of the clear yearly income of the Charity shall be applied by the Trustees in making payments, under one or more of the following heads, for the benefit either of the poor of the Ancient Parish of Colyton generally, or of such deserving and necessitous persons resident therein as the Trustees select for this purpose, and in such way as they consider most advantageous to the recipients, and most conducive to the formation of provident habits:—

I. Subscriptions or donations in aid of the funds of—

- (a) Any Dispensary, Infirmary, Hospital, or Convalescent Home, whether general or special, upon such terms (so far as may be) as to enable the Trustees to secure the benefits of the institution for the objects of the Charity;
- (b) Any Provident Club or Society established in or near the said Ancient Parish for the supply of Coal, Clothing, or other necessaries:

II. Contributions towards—

- (a) The provision of Nurses for the Sick and Infirm;
- (b) The provision of duly certified Midwives to attend women in childbirth;
- (c) The travelling expenses of Patients to and from such institutions as are above-mentioned in paragraph I. (a);
- (d) The cost of the Outfit on entering upon a trade or occupation, or into service, of any person under the age of twenty-one years;
- (e) The provision of the passage money, outfit, or other requisite, in aid of the Emigration of any person;
- (f) The cost of providing proper care and supervision (including any necessary cost of locomotion) for poor persons requiring temporary change of air or special protection or treatment;
- (g) The maintenance of any Reading Room, Library, or Working Men's Club, available for the use or benefit of the inhabitants of the said Ancient Parish:

III. The supply, to an amount not exceeding 30*l.* in any one year, of—

- (a) Clothes, Linen, Bedding, Fuel, Tools, Medical or other aid in Sickness, Food or other articles in kind;
- (b) Temporary relief in money, by way of loan or otherwise, in case of unexpected loss, or sudden destitution:

IV. Weekly allowances in money, being in no case, except with the approval of the Charity Commissioners, less than 1*s.* 6*d.* a week or more than 3*s.* a week, during the pleasure of the Trustees, to or for the benefit of persons qualified as aforesaid, and not in receipt of Poor-law relief other than medical relief, who have attained the age of 60 years and become wholly or in part unable to maintain themselves by their own exertions, in augmentation of any means of support possessed by the beneficiaries which shall be proved to the satisfaction of the Trustees to be reasonably assured and to be sufficient, when so augmented, to enable the beneficiaries to live in reasonable comfort.

Regulations shall be made for enabling the Trustees to satisfy themselves that the beneficiaries continue in all respects to possess the required qualifications for assistance.

4. *Supplemental Provisions.*—The application of the income of the Charity under the last preceding clause hereof shall be subject to the following provisions:—

- (1) The said income shall in no case be applied so that any individual or institution may become entitled to a periodical or recurrent benefit therefrom.
- (2) Assistance shall only be granted after full investigation of the character and circumstances of the proposed beneficiaries and inquiry whether they have shown reasonable providence and whether and to what extent they may reasonably expect assistance from relations or others.

(3) In applying the said income the Trustees may avail themselves of the agency of any Charity Organisation Society or other like agency.

5. *Questions under Scheme.*—Any question as to the construction of this Scheme, or as to the regularity or the validity of any acts done or about to be done under this Scheme, shall be determined conclusively by the Charity Commissioners, upon such application made to them for the purpose as they think sufficient.

Sealed by Order of the Board this 28th day of January 1913.



Henry W. F. Bowyer
Secretary.

LONDON: Printed by EYRE and SPOTTISWOODS, Ltd.,
Printers to the King's most Excellent Majesty.
For His Majesty's Stationery Office.

1913.

Charity Commission.

In the Matter of the Parish Lands Charity

Ancient
in the Parish of Colyton,
in the County of Devon;

, and
In the Matter of "The Charitable Trusts Acts, 1853 to 1894."

NOTICE is hereby given, that an Order has been made by the Board of Charity Commissioners for England and Wales establishing a Scheme for the regulation of the above named Charity.

A copy of the Order and Scheme may be inspected, free of cost, between the hours of 10 A.M. and 4 P.M. daily, except on Sundays, during a period of one calendar month to be computed from the first publication of this Notice, at the residence of Mr.

Albert Edwards in the Parish, and at the Office of the Commissioners, St. James's, London, S.W., where also copies of the Order and Scheme may be purchased during the same period at the price of 3d. each, which may be remitted by Postal Order, crossed "Bank of England," or, if the amount be less than 1s., in penny postage stamps.

W.
Dated this 28th day of January 1913.

HENRY W. T. BOWYEAR,
Secretary.

Declaration sent Charity Commissioners

15th March 1913

Albert Edwards

Bailiff To the Feoffees

24

enclosures

No. 31A

Letters should be addressed—
 "The Secretary,
 Charity Commission,
 St. James's,
 London, S.W."

CHARITY COMMISSION,

RYDER STREET, S.W.

10 February 1913.

At the head of
your reply please
write

A	County - Devon.
52348	Place - Colyton.
	Parish Lands.
	Scheme.

N.B.—It is requested that all Communications be made on FOOLSCAP paper.

Sir,

Referring to your letter of the 21st ultimo, I am to inform you that an Order in this matter was duly made by the Board on the 28th ultimo, and to request that, for the purpose of satisfying the requirements of the law, the enclosed copy of the Order may be deposited at

your residence for gratuitous public inspection during One Calendar Month, and that a Notice in the enclosed form may at the same time be affixed to or near a principal outer door of the Parish Church of Colyton

and may remain so affixed for at least fifteen days.

The form of declaration, endorsed upon the duplicate form of Notice, should, at the expiration of the calendar month, be filled up, signed, and returned to this Office.

The original Order is enclosed herewith and should be retained and deposited with the other documents belonging to the Charity.

20 additional copies of the Order are also enclosed as desired, and I am to request that the receipt of this letter and its enclosures may be

acknowledged.

Albert Edwards, Esq.,
 Colyton.
 Devon.

I am, Sir,
 Your obedient Servant,

Henry W. T. Bowyer

Published Feb 12th 1913

(4c) (66141) Wt. 22284/6073 250 10-11 W B & L
 (77938) 13316/6229 500 7-12

Feoffees of Colyton.

COLYTON, DEVON.

ALBERT EDWARDS,

Bailiff.

QUEEN SQUARE,

COLYTON.

18th March 1914

To the Hon^{ble} Mess^{rs} F. H. Courtenay
Hon^{ble} Mess^{rs} Dear Sir,

An Application by Mr. Harris Merchant of Newton has been made to the Feoffees to take the Nursing Home as from Lady day next the 25th Inst, provided the house is put in Tenantable repairs inside.

The Feoffees will be prepared to meet the Nursing Home Committee on this matter on Saturday next at the Nursing Home at 11-30 A.M.

They would suggest that if your Committee paid up the rent to the 29th Sept. next they would relieve them of the Tenancy, and of these repairs which your Committee are responsible for (other than what is caused by the damp)

As the matter is urgent I would thank you for an early reply.

Yours Respectfully
Albert Edwards.

21st March 1914 re Nursing home,
Mr Cummy Mr Smith with the Bailiff met
the Rev. F L Courtenay & Mr Matthews at the
Nursing home with regard to coming to some
Arrangement to take over the Tenancy.

The Nursing Committee offered to give up the
Tenancy at once, and pay £2. 10 0, towards the
Midsummer rent, The Feoffees to do what repairs
were necessary, this Mr Cummy & Mr Smith could
not accept, after discussing the matter for one
hour they agreed to accept the rent in full to 24th
June, and release the N. Home at once, this was
then agreed to. - The Feoffees to do the repairs,
re Mr Harris

As the above was agreed to I left Mr Cummy
& Mr Smith free to arrange with Mr Harris
Mr Harris agreed to take the House as from
Ladyday becoming the Tenant of the Feoffees from
this date at £20 per Ann.

The matter of the Repairs was left in the hands
of Mr Harris to get an Estimate, other than
ordinary Repairs, he will pay for himself

This was considered satisfactory and he
was handed possession.

HONITON,

March 2nd 1904

ESTIMATES GIVEN

FOR

GENERAL REPAIRS.

ERNEST A. DODD,**Builder, Carpenter and Undertaker.**

Mr W W Harris

Dear Sir

To wash off all ceilings & whitewash off all walls
 repair plaster & color with Dulux's Paint grain &
 Varnish all woodwork Sashes painted 2 coats white
 Pictorial paper to 2 rooms. Same work
 Back house & price for the sum of £18-4-6

Paint all wood & ironwork outside 2 coats
 2 panes of glass to windows for £4-18-0

Prevent water in 3 bedrooms coming in from well for
 the sum of £1-17-6

Yours Faithfully

Ernest A Dodd

Estates Committee Report re Nursing home
March 17th 1914

An Application was made to the Bailiff on 14th March by Mr Harris, Wine & Spirit Merchant of Hariton who wished to take the Nursing Home, as he had let his own House & Shop. On the Monday following the Bailiff called the Estates Committee to his house & explained the Circumstances to them. They desired him to write the Rev. Courtenay, asking him to meet the Estates Committee at the Nursing home on Saturday 21st with a view of coming to terms.

After considerable discussion with him and Mr Matthews the Committee accepted their terms viz: That they would pay the rent to 24th June next, and give up possession at once. The Feoffees to do necessary repairs,

The Committee then saw Mr Harris who agreed to take the house as from Lady day 1914 at a rental of £20 per Ann^u and to pay a portion of the Cost of the repairs viz: Painting & Graining which he wished to have done, this the Committee agreed to on behalf of the Feoffees, and handed him possession.

Present. Mr Follitt Chairman
Mess^{rs} Cumins, Smith & Baker.

Ottery Property Sale.

Mr Snell has fixed April 30th 1914
3-30 P.M. London Hotel Ottery.

FROM WALTER W. HARRIS,
Wine and Spirit Merchant,
HONITON.

March 14 1914

Mr Edwards

Dear Sir

I understand
you have the House vacant,
lately occupied by the
Nursing Association,
if the rent anything under
10 or 120 Year. I shall be pleased
to negotiate for same.

Thanking you in anticipation,

Yours faithfully
W. W. Harris

Mr

The Rectory,
Doniton.

19th March, 1914.

Dear Sir,

I hope to meet the
Feoffees as you request on
Saturday next at 11.30. a.m.
to hear further of their proposals
re the Nursing Home.

Yours faithfully

J. A. Courtney.

Mr. A. Edwards.

Colyton.

Chairman of Committee
H. D. K. A.

ALTER W. HARRIS,
Wine and Spirit Merchant,
HONITON.

March 22/1914

Mr Edwards

Dear Sir

Referring to some

House. I herewith enclose
Mr Dodd's two estimates,
interior + exterior

please let me know by return
if you agree for the
work to be put in hand
at once.

Yours faithfully
W. H. Harris



CHARITY COMMISSION,
RYDER STREET,
ST. JAMES'S, S.W.

26 June 1912

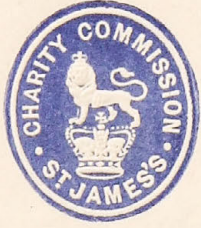
Dear Sir
Parish Lands Charity.
Inquiring -

I shall be glad
to see you before the
public inquiry, & will
call on you at 4.30
tomorrow (Thursday)
afternoon.

Yours truly

A.C. Kay.

Albert Edwards Esq.



1st July, 1912.

Dear Sir,

Parish Land Charity.

I am obliged to you for the particulars of the number of recipients of the Kinas Dole.

Will you kindly let me have the names of the Trustees and other principal persons present at the beginning?

And will you also be so good as to let me have particulars for each of the last 5 years of the payments made to or for the benefit of the School, distinguishing

the sums paid to the schoolmaster,
and his assistant, and the payments
for repairs, ^{of the schoolhouse,} rates, taxes, and
books or materials, etc.

Yours faithfully

A. C. Kay.



CHARITY COMMISSION,
RYDER STREET,
ST. JAMES'S, S.W.

1st June 1912

Dear Sir.

Parish Lands Charity.

Referring to the
letter addressed to you
on 30th June and 18th
December last I am
now in a position to
suggest a date for the
proposed inquiry, and
I shall accordingly
be obliged if you will
inform me whether
Friday the 20th or

NOTARY PUBLIC
STATE OF MASSACHUSETTS

Saturday the 29th inst
at 10. am. would be
a convenient date and
time for the Inquiring,
and I shall also
be glad if you will
inform me in what
public building (the
use of which may be
obtained free of charge)
the Inquiring, which
will be public, may

be held.

The Commissioners
will provide for advertising
the Inquiring in local
newspapers, and I
have to request that
you will give me the
names of two newspapers
of different politics
circulating in Colyton.

It will also be
necessary that notices
of the Inquiring should
be placed on the doors

of places of worship and
other public buildings in
Colyton and should be
distributed in the parishes,
and I shall be obliged
if you will inform me
that you will be
prepared to see to the
posting & distribution of
the notices.

In order that there
may be time to make
the necessary arrangements
kindly let me have your
reply as soon as possible.

Yours faithfully

A. C. Kay

Asst. Curate

Albert Edwards Esq.
Colyton

C H A R I T Y C O M M I S S I O N .

In the Matter of the Charity called THE PARISH LANDS
CHARITY, in the Parish of COLYTON, in the County
of DEVON; and

In the Matter of "The Charitable Trusts Acts, 1853 to
1894."

I hereby give notice that under the authority of
the Charity Commissioners for England and Wales I shall
on Friday the 28th June 1912, at 10 a.m. be at
St. Andrew's Hall, Colyton, for the purpose of in-
quiring into the above-mentioned Charity with special
reference to a proposed Scheme for the further regula-
tion of the Charity.

THE INQUIRY WILL BE PUBLIC.

Dated this 7th day of June 1912.

ANDREW C. KAY,

Assistant Commissioner.

Charity Commission,
Ryder Street,
St. James's,
London, S.W.

Sealed 12th August 1921.

3508

21

County—DEVON.

Ancient Parish—COLYTON.

Charity—Parish Lands (exclusive
of Educational Founda-
tion).

E.
61,006.

Scheme.

CHARITY COMMISSION

In the Matter of the PARISH LANDS CHARITY (exclusive of the Parish Lands Educational Foundation), in the Ancient Parish of COLYTON, in the County of DEVON, regulated by Schemes of the Charity Commissioners of the 31st January 1911 and 28th January 1913; and

In the Matter of "The Charitable Trusts Acts, 1853 to 1914."

The Board of Charity Commissioners for England and Wales, upon an application made to them on the 18th January 1921, in writing, signed by

GEORGE HARRY SMITH, of Valley View, Retired Hotel Keeper;

EDWARD HENRY CUMING, of Ridgway, Merchant;

JOHN FOLLETT, of The Chantry, Merchant;

JOHN ZEALLEY, of Coly Mill, Miller;

ALFRED JAMES PAGE SKINNER, of High Street, Pharmacist;

HARRY SWEETLAND, of Cownhayne, Farmer;

FRANCIS STOKES, of East Street, Merchant;

GEORGE SPRAGUE, of King Street, Retired Baker;

FRANCIS JAMES BAKER, of The Hamlyns, Merchant;

ERNEST GEORGE BASTABLE, of Berry House, Baker;

FREDERICK HERBERT BOWDEN-SMITH, of Willhayne, Gentleman; and

WILLIAM WHITE BOARD, of South Street, Butter Merchant;
all in Colyton;

a majority of the Trustees of the above-mentioned Charity:

And after due notice of the intention to make this Order published according to the direction of the Board by being affixed to or near a principal outer door of the Parish Church and of the Memorial Institute, Colyton, on the 6th June 1921 (being more than one calendar month before the date hereof); and also sent through the post to

WILLIAM JOSEPH SUMMERS, of Lower Downhayne, Yeoman;

HERBERT THOMAS CLIGG, of Stafford, Farmer;

C 3570 (2)

1. The Trustees of the above-mentioned Charity may purchase the land and hereditaments described in the First Schedule hereto for not more than 350l.
2. The Trustees may exchange the lands and hereditaments described in the Second Schedule hereto for the land and hereditaments described in the Third Schedule hereto, and may pay to the Owner of the last-mentioned land and hereditaments the sum of 40l. by way of equality of exchange and may do and execute all proper acts and assurances for carrying the exchange into effect.
3. The said sums of 350l. and 40l., and also the proper expenses of the Trustees attending the said purchase and exchange, upon accounts being submitted by the Trustees to and approved by the Charity Commissioners, shall be provided out of the capital funds of the Charity.
4. The Trustees may convey the hereditaments described in the Fourth Schedule hereto to the Local Authority for the purpose of widening the highway, subject to the condition that all the costs, charges and expenses attending or incidental to the conveyance, including the costs of the deduction and verification of any title which may be required to be shown to the said hereditaments, shall be paid by the Local Authority.
5. "The Official Trustees of Charitable Funds" shall deal with the investments described in the Fifth Schedule hereto, representing the proceeds of sale of certain hereditaments belonging to the Charity recently sold under the authority of Orders of the Charity Commissioners, in manner following:—
 - (1) They shall transfer a sum of 343l. India 3½ per cent. Stock and 2,200l. Victory Bonds to a Remittance Account for the Charity:
 - (2) They shall transfer the residue of the said investments to a separate Investment Account for the Charity, and shall, subject to any further Order or Orders of the Charity Commissioners, from time to time invest the dividends or income accruing upon the investments standing to the credit of the said Investment Account, at compound interest, in their name, in trust for the Charity, to the credit of the same Account, in Government Stock, so as to form a Building Fund which shall, subject to the approval of the Charity Commissioners, be applicable for or towards the cost of erecting a new Market Hall or other buildings on the property of the Charity.
6. Any question as to the construction of this Scheme, or as to the regularity or the validity of any acts done or about to be done under this Scheme, shall be determined conclusively by the Charity Commissioners, upon such application made to them for the purpose as they think sufficient.

SCHEME.

The subjoined Scheme is approved and established.

So hereby Order as follows:—

And after due communication of the draft of the subjoined Scheme to the Parish Council of Colyton:

And having received no notice of any objection to the proposed Order or suggestion for the variation thereof:

being those of the Trustees of the Charity who were not privy to the said application, at their respective last known places of abode in Great Britain or Ireland, on the 25th July 1921:

all in Colyton:

ERNEST EDMUND DAVY, of Logshayne, Farmer;
FREDERICK JOHN TOMPSETT, of The Grove, Merchant;

FIRST SCHEDULE.

A piece of freehold land belonging to Mrs. Rhoda Richards, situate at Colyton near to the Market House of the Charity and containing an area of 425 square yards or thereabouts, together with the building thereon.

SECOND SCHEDULE.

The Western half of the Market House of the Charity at Colyton, containing an area of 40 square yards or thereabouts.

The Clink adjoining the Market House and containing an area of 14 square yards or thereabouts.

The Northern Corner, containing an area of 4 square yards or thereabouts, of the land described in the First Schedule to this Scheme.

THIRD SCHEDULE.

A piece of freehold land belonging to Mr. John Follett, situate at Colyton and bounded on the Southern side thereof by the land described in the First Schedule to this Scheme and containing an area of 112 square yards or thereabouts.

FOURTH SCHEDULE.

The Eastern half of the Market House of the Charity, containing an area of 40 square yards or thereabouts.

FIFTH SCHEDULE.

A sum of 380*l.* 5*s.* 3*d.* India 3½ per cent. Stock held by "The Official Trustees of Charitable Funds."

2,200*l.* Victory Bonds held by the said Official Trustees.

A sum of 1,805*l.* 10*s.* 5 per cent. War Stock, 1929-47, held by the said Official Trustees.

Sealed by Order of the Board this 12th day of August 1921.



Charles F. Ritchie

Secretary

LONDON:

PRINTED UNDER THE AUTHORITY OF HIS MAJESTY'S STATIONERY OFFICE
By EYRE AND SPOTTISWOODE, LTD.,
Printers to the King's most Excellent Majesty.

1921.

G.R.

93A
46.

Letters should be addressed to
"The Secretary".

CHARITY COMMISSION,
Ryder Street,
St. James's, S.W.1.

4 Feb 1921.

OFFICIAL TRUSTEES' DEPARTMENT.

At the head of
your reply please
write-

O 20546	County <u>Devon</u>
	Place <u>Holyton</u>
	Charity or Foundation <u>The Parish Lands</u>

Gentlemen,

I am to inform you that £ 1970 : 19 : 11 has been
invested in the name of "The Official Trustees of Charitable
Funds" in £ 2369 : 3 : 10 5% War Stock 1929-1947.

The dividends will be transmitted in the manner adopted
in respect of other dividends belonging to the Charity or
Foundation.

I am, Gentlemen,

Your obedient Servant,

G. C. BOWER,

Secretary.

To the Trustees or Governors.

O. 19.

2968.6/20.2000.U.St.

G. R.

2.3-4

Letters should be addressed to

"The Secretary"

CHARITY COMMISSION,

Ryder Street,

St. James's, S.W.1.

30 March 1921.

OFFICIAL TRUSTEES' DEPARTMENT.

At the head of
your reply please
write-

0	County <u>Devon</u>
2546	Place <u>Colyton</u>
	Charity or Foundation <u>The Parish Lands</u>

Gentlemen,

I am to inform you that £ $\left\{ \begin{array}{l} 2000 - \\ 2000 - + \\ 1798 - \end{array} \right.$ have been
 invested in the name of "The Official Trustees of Charitable
 Funds" in £ 2077:14:3 New South Wales 5³/₄%
 Inscribed Stock 1925-35 - £ 2356:3:5
 Corpⁿ of London 5% Stock 1945-65 and
 £ 1858:3:10 Plymouth Corporation 6%
 Redeemable Stock 1940-50, respectively

The dividends will be transmitted in the manner adopted
in respect of other dividends belonging to the Charity or
Foundation.

I am, Gentlemen,

Your obedient Servant,

G. C. BOWER,

Secretary.

To the Trustees or Governors.

O. 19.

2968.6/20.2000.U.St.

EXCHEQUER BONDS.

Repayable at Par on the 1st February, 1925.

Bearing Interest from the date of purchase at $\text{£}5\frac{3}{4}$ per Cent. per annum, payable Half-Yearly, on the 1st February and 1st August.

Price of Issue fixed by H. M. Treasury at $\text{£}100$ per Cent.

Payable on Application.

THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND are authorized by the Lords Commissioners of His Majesty's Treasury to receive applications for the above Bonds.

The Principal and Interest of the Bonds are chargeable on the Consolidated Fund of the United Kingdom.

The Bonds will be repayable at par on the 1st February, 1925, but a holder of Bonds of this issue may give notice during the month of January in either of the years 1921, 1922 or 1923 requiring repayment of the Bonds at par on the 1st February in the year next succeeding that in which such notice is given. Under no circumstances may notice once given be subsequently withdrawn.

Bonds of this issue, and the Interest payable from time to time in respect thereof, will be exempt from all British taxation, present or future, if it is shown in the manner directed by the Treasury that they are in the beneficial ownership of a person who is neither domiciled nor ordinarily resident in the United Kingdom of Great Britain and Ireland.

Further, the interest payable from time to time in respect of Bonds of this issue will be exempt from British Income Tax, present or future, if it is shown in the manner directed by the Treasury that the Bonds are in the beneficial ownership of a person who is not ordinarily resident in the United Kingdom of Great Britain and Ireland, without regard to the question of domicile. Where such a Bond is in the beneficial ownership of a person

entitled to exemption under these provisions, the relative Coupons will be paid without deduction for Income Tax or other taxes, if accompanied by a declaration of ownership in such form as may be required by the Treasury.

The Bonds will be issued in denominations of £50, £100, £200, £500, £1,000 and £5,000, and may be registered free of cost in the Books of the Bank of England, or of the Bank of Ireland, as

1. Transferable in the Bank Transfer Books, or
2. Transferable by Deed.

Allotments may be obtained in Registered Form or in Bonds to Bearer at the option of the applicant.

Holdings of Registered Bonds, which will be transferable in any sums which are multiples of a penny, may be re-converted at any time in whole or in part (in multiples of £50) into Bonds to Bearer with Coupons attached.

Interest on the Bonds will be payable Half-Yearly on the 1st February and 1st August, the first dividend, payable 1st August, 1920, representing interest from the date on which the application is lodged and payment made for the Bond at any office of one of the Banks hereafter mentioned. (Thus the first dividend in respect of a Bond applied for during January will represent interest for a period exceeding a full Half-Year.)

Dividend Warrants in respect of registered holdings will be forwarded by post. In the case of allotments of registered holdings warrants for the first dividend, payable 1st August, 1920, will be forwarded in all cases to the original allottees or their nominees. Dividends on Bearer Bonds will be payable by Coupon.

Applications for Bonds, which must in every case be accompanied by payment of the full amount payable in respect of the Bonds applied for, may be lodged at any office of the following Banks at any time at which such offices are open for business, viz. :—

Bank of England.
Bank of Ireland.
Bank of Liverpool & Martin's, Ltd.
Bank of Scotland.
Barclays Bank, Ltd.
Beckett & Co.
Belfast Banking Co., Ltd.
British Linen Bank.
Child & Co.
Clydesdale Bank, Ltd.
Commercial Bank of Scotland, Ltd.
Coutts & Co.
Cox & Co.
Dingley & Co.
Dingley Pearse & Co.
Drummonds.
Equitable Bank, Ltd.
Fox, Fowler & Co.
Glyn, Mills, Currie & Co.
Grindlay & Co.

Guernsey Banking Co., Ltd.
Guernsey Commercial Banking Co., Ltd.
Guinness, Mahon & Co. Gunner & Co.
Hibernian Bank, Ltd.
Hoares.
Holt & Co.
Isle of Man Banking Co., Ltd.
Lancashire & Yorkshire Bank, Ltd.
Lloyds Bank, Ltd.
London County Westminster & Parr's Bank, Ltd.
London Joint City & Midland Bank, Ltd.
McGrigor, Sir C. R., Bt., & Co.
Manchester & County Bank, Ltd.
Manchester & Liverpool District Banking Co., Ltd.
Mercantile Bank of Scotland, Ltd.

Munster & Leinster Bank, Ltd.
National Bank, Ltd.
National Bank of Scotland, Ltd.
National Provincial & Union Bank of England, Ltd.
North of Scotland & Town & County Bank, Ltd.
Northamptonshire Union Bank, Ltd.
Northern Banking Co., Ltd.
Provincial Bank of Ireland, Ltd.
Royal Bank of Ireland, Ltd.
Royal Bank of Scotland.
Shilson Coode & Co.
Stilwell & Sons.
Tubb & Co.
Ulster Bank, Ltd.
Union Bank of Manchester, Ltd.
Union Bank of Scotland, Ltd.
Williams Deacon's Bank, Ltd.
Yorkshire Penny Bank, Ltd.

or they may be forwarded by post to the Bank of England Loans Office, 5 & 6, Lombard Street, E.C. 3.

CONVERSION OF

£6 per Cent. Exchequer Bonds due 16th February, 1920.
*£3 per Cent. Exchequer Bonds due 24th March, 1920.
£5 per Cent. Exchequer Bonds due 1st December, 1920.

Holders of the above Issues may surrender their holdings and receive in exchange therefor similar holdings of like amounts of Bonds of the present issue.

Registered holdings may be surrendered in whole or in part in sums which are multiples of £5; a Bearer Bond will only be convertible as to the whole amount represented by such Bond.

Holders of registered holdings of £6 per Cent. Exchequer Bonds, 1920, and £5 per Cent. Exchequer Bonds, 1920, who desire to convert their holdings must give notice to the Bank of England in the prescribed form not later than Saturday, 14th February, 1920. Holders of Bearer Bonds of all three Issues must lodge their Bonds at the Bank of England Loans Office on or before the same date. Application forms for the conversion of registered holdings have been forwarded to all holders (in the case of joint accounts to the first holders).

1.—Conversion of £6 per Cent. Exchequer Bonds, 1920.

The £5 $\frac{3}{4}$ % Exchequer Bonds, 1925, issued in exchange for £6 % Exchequer Bonds, 1920, will carry a full half-year's dividend payable 1st August, 1920; and the full half-year's dividend due the 16th February, 1920, will be paid in respect of the £6 % Exchequer Bonds surrendered.

2.—Conversion of £3 per Cent. Exchequer Bonds, 1920.

The £5 $\frac{3}{4}$ % Exchequer Bonds, 1925, issued in exchange for £3 % Exchequer Bonds, 1920, will carry a dividend payable 1st August, 1920, representing interest to that date from the 9th March, 1920; and the full half-year's dividend due 24th March, 1920, will be paid in respect of the £3 % Exchequer Bonds surrendered.

3.—Conversion of £5 per Cent. Exchequer Bonds, 1920.

The £5 $\frac{3}{4}$ % Exchequer Bonds, 1925, issued in exchange for £5 % Exchequer Bonds, 1920, will carry a dividend payable 1st August, 1920, representing interest to that date from the 17th May, 1920; and the full half-year's dividend due 1st June, 1920, will be paid in respect of the £5 % Exchequer Bonds surrendered.

In the case of registered holdings, the dividends due on holdings converted will in all cases be paid as follows:—

£6 per Cent Exchequer Bonds, 1920, to the persons in whose names the holdings were registered on the evening of the 16th January, 1920, when the balance for the dividend was struck.

£5 per Cent Exchequer Bonds, 1920, to the persons in whose names the holdings stood at the time of conversion.

The dividends payable 1st August, 1920, in respect of registered holdings issued in exchange for holdings converted, will in all cases be paid to the persons in whose names the holdings stood at the time of conversion.

* There are no registered holdings of Bonds of this Issue.

Coupons for the dividends due respectively on the 16th February, 1920, 24th March, 1920, and the 1st June, 1920, must be detached from Bearer Bonds prior to such Bonds being lodged for conversion.

N.B.—Applications for conversion of Bonds registered in the Books of the Bank of Ireland should be forwarded to the Bank of Ireland, Dublin.

Bonds issued by the General Post Office will not be convertible at the Bank of England. They will be convertible at the General Post Office under the arrangements set forth in the separate Prospectus issued by H.M. Postmaster-General.

A commission of one-eighth per cent. will be allowed to Bankers, Stockbrokers and Financial Houses on allotments made in respect of both cash and conversion applications bearing their stamp.

Applications must be made upon the printed forms which may be obtained, together with copies of this Prospectus, at the Bank of England; at the Bank of Ireland; of Messrs. Mullens, Marshall & Co., 13, George Street, Mansion House, E.C. 4; and at any Bank, Money Order Office, or Stock Exchange in the United Kingdom.

The List for Conversion Applications will close on Saturday, the 14th February, 1920. The List for Cash Applications will close on or before Saturday, the 28th February, 1920.

BANK OF ENGLAND, LONDON.

19th January, 1920.

India 3½% Stock £2000 Invested Minuted dated 13th May 1919



Sealed 23rd March 1920.

1155

20

County - DEVON.
Ancient Parish - COLYTON.
Charity - PARISH LANDS
CHARITY.

A.

97,905.

Authority for expenditure -
Improvement of Waterworks -
Sale of Stock - Replacement.

CHARITY COMMISSION.

In the Matter of the PARISH LANDS CHARITY, in the Ancient Parish of COLYTON, in the County of DEVON, regulated by Schemes of the Charity Commissioners of the 31st January 1911 and 28th January 1913; and In the Matter of "The Charitable Trusts Acts, 1853 to 1914."

WHEREAS statements and applications have been submitted to THE BOARD OF CHARITY COMMISSIONERS FOR ENGLAND AND WALES, by or on behalf of the Trustees of the above-mentioned Charity, representing that the authority of the said Board is desired to the expenditure of a sum of £700 out of the capital funds of the Charity in effecting certain improvements to the Waterworks belonging to the Charity:

AND WHEREAS, under a separate Order of the said Board, a sum of £1212.5s.11d. India 3½ per cent. Stock, part of the like Stock then held by "The Official Trustees of Charitable Funds" on a Remittance Account for the Charity, has been sold, and the proceeds amounting to £700 have been remitted to the Trustees:

NOW THE SAID BOARD, having considered and inquired into the premises, DO HEREBY ORDER as follows:-

1. The expenditure by the Trustees for the purpose aforesaid of the sum of £700 remitted as aforesaid is approved:

2. The said sum of £700 shall be replaced out of the income of the Charity within the period of 10 years from the date of this Order:

3. For that purpose -

(a) The said Official Trustees shall forthwith transfer to a separate Investment Account a sum of £1600 India 3½ per cent. Stock, part of the like Stock now held by them on the said Remittance Account;

8232.



(b) The said Official Trustees shall from time to time invest the dividends accruing upon the Stock standing to the credit of the said Investment Account, and any cash placed to the same credit, at compound interest, in the purchase, in their name, in trust for the Charity, of one or more of the Stocks, Funds or Securities (other than mortgages) authorised by law for the investment of trust funds, to the credit of the said Investment Account, until a total amount of £700 has been so invested, whereupon all Stocks, Funds and Securities on the said Investment Account shall be transferred to the said Remittance Account.

Sealed by Order of the Board this 23rd day
of March 1920.



G. C. Bower
Secretary

8232,

Dated 24th March 1905.

The Chamber of Feoffees
Colyton

to
Mr. Ernest E. Tratt.

Counterpart

Lease
of

House Shop and premises in
Fore Street, Honiton.



2 This Indenture

made the twenty fourth day of March
One thousand nine hundred and five
Between The Reverend Marmek Gueitz Clerk in Holy Orders
formerly Vicar of Colyton but now retired and residing at 5 Monford Road
Exeter The Honorable Mark George Kerr Rolle of Bickton in the
County of Devon Frederick William Washington Kingdon
of Colyton Esquire and John Impy Scarbrough of Colyford
in the parish of Colyton Esquire J. P. (all of whom constitute the Chamber
of Feoffees in the parish of Colyton in the County of Devon and are
hereinafter called the Lessors) of the one part and Ernest Edwin
Scott of Honiton in the County of Devon Butcher (hereinafter called
the Lessee) 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 Lessors hereby demise unto the Lessee **And**
that messuage or dwellinghouse Shop Slaughterhouse yard garden
and premises situate in Fore Street Honiton and now in his occupation
To hold the same unto the Lessee from the twenty fifth day of
March One thousand nine hundred and five for the term of **Fourteen**
years determinable nevertheless in manner hereinafter provided
Shewing and Paying therefor during the said term the yearly
rent of **Twenty pounds** by equal quarterly payments on the
usual quarter days the first of such payments to be made on the
twenty fourth day of June next **And** the Lessee hereby covenants
with the Lessors in manner following (that is to say) that he the
Lessee will pay the said rent at the times aforesaid and will also
pay all rates taxes assessments and impositions whatsoever which
now are or during the said term shall be assessed or imposed
upon the said premises or the Lessors or the Lessee in respect
thereof by Authority of Parliament Parochial Authority or otherwise
(except the land tax and Landlords property tax) and will at
all times during the said term to the satisfaction of the
Lessors their Surveyor or agent keep in good repair and condition
both the inside and outside of the said dwellinghouse and
premises (but not the structure thereof) and the same in such
repair and condition deliver up at the termination of the tenancy
and in particular will paint with two coats at least of good oil
colours and varnish and grain in a proper and workmanlike
manner such parts of the inside of the said premises as have
been usually painted varnished and grained respectively once
in every four years of the said term and in like manner
and with not less than three coats of such colours will paint
the outside of the said dwellinghouse and shop once in every

three years of the said term the last painting to be
in the year immediately preceding the determination of the
tenancy whether by effluence of time or notice and will at the
same time whitewash or colour such parts of the said premises
as are usually whitewashed or coloured and will permit the lessors
or their Agents with or without Workmen three or oftener in every year
of the said term at convenient hours in the day time to enter
into and upon the said demised premises and view and
examine the state and condition thereof and of all such decays
defects and wants of reparation as shall then be found to give
to the lessee notice in writing to repair and amend the same
within three calendar months then next following within which
time the lessee 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 lessors first obtained but such consent shall not be
arbitrarily withheld **Provided** always and it is hereby declared
that if the rent hereby reserved or any part thereof shall be in
arrear for the space of Twenty eight days next after any of the
days whereon the same ought to be paid as aforesaid whether
the same shall or shall not have been legally demanded or if
the lessee shall become Bankrupt or Insolvent or make any
assignment for the benefit of his Creditors or if there shall be
any breach or nonperformance of any of the Lessee's Covenants
hereinbefore contained then and in any of the said cases it
shall be lawful for the lessors 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 in their former estate **Provided**
also and it is hereby declared that if the lessors or the lessee
shall be desirous of determining this lease at the end of the
seventh year of the said term and of such desire shall give
to the other or others six calendar months previous notice in
writing then and in such case at the end of such seventh year
the term hereby granted shall cease but subject to the rights and
remedies of the lessors for or in respect of any rent in arrear or
any breach of any of the Lessee's Covenants **And** the lessors
hereby Covenant with the lessee that they the lessors will
during the said term keep the structure of the said premises
in good tenantable repair and condition and that the
lessee paying the rent hereby reserved and performing and
observing the covenants and conditions herein contained and
on his part to be performed and observed shall peacefully and
quietly enjoy the said premises during the said term without any ^{lawful} interruption

from or by the lessors or any person rightfully claiming from or under them Provided further that if the said messuage and premises or any part thereof shall at any time during the said term be destroyed or rendered uninhabitable by fire then and in such case the payment of the rent hereby reserved or a proportionate part thereof according to the extent of the damage incurred shall be suspended until the same shall have been reinstated and again rendered fit for habitation And lastly it is declared that where the context allows the expression "the lessors" and "the lessee" shall include respectively the parties hereto of the one part and their successors in title and the said Ernest Edwin Tratt his executors administrators and assigns
In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written. H.

Signed Sealed and Delivered by
the above named Ernest Edwin
Tratt in the presence of

Ernest Edwin Tratt

Lincolnton

Solicitor. Colyton.



OTTERY ST. MARY URBAN DISTRICT COUNCIL.

HOLLIDAY HARTLEY,
Solicitor,
Clerk.

Ottery St. Mary 5th May 1905.

Dear Sir,

I am directed by the above Council to write you with reference to the path leading to Pixies' Parlour on the East side of the River Otter.

Until recently the Public have had access to this place by means of a path along the Cliff but now a very great portion of this path has slipped away and thus prevents the approach to Pixies' Parlour by this route. Lord Coleridge has kindly consented to make a new path over some of his land but finds it impossible to complete the same in consequence of its being found necessary to cross the Field Nod 1394 on the Ordnance Map which I understand is the property of the Colyton Feoffees. In their endeavour to preserve the historical features of the place my Council have directed me to enquire if the Feoffees would be good enough to allow the path to be continued across their land near the hedge of the Western extremity of the Field.

Trusting the matter will have your favourable consideration.

I am,

Yours faithfully,

Holliday Hartley

The Clerk to the Feoffees,

Clerk to the Council.

Colyton.
Devon.

OTTERY ST. MARY URBAN DISTRICT COUNCIL.

HOLLIDAY HARTLEY,
Solicitor,
Clerk.

Ottery St. Mary 18th May 1905.

Dear Sir,

re Path to Pixies Parlour.

I am in receipt of your letter of even date and observe that a Committee will inspect the Field referred to on Tuesday next the 25rd inst. If it will assist your Committee I shall be pleased to arrange for the Council's Surveyor to be present.

Yours faithfully,

Holliday Hartley.

Clerk to the Council.

Mr Albert Edwards,

Bailiff to the Feoffees of Colyton,

C o l y t o n .

OTTERY ST. MARY URBAN DISTRICT COUNCIL.

HOLLIDAY HARTLEY,
Solicitor,
Clerk.

Ottery St. Mary 12th July 1905.

Dear Sir,

Your letter of the 19th ult with reference to the path to Pixies Parlour was before the Council at their last Meeting when it was decided to accept the terms therein set forth i.e. That the Feoffees will ~~grant~~ allow the path to be continued over the bottom of their Field provided the Council will erect to the satisfaction of the Feoffees and their Tenant a good hedge or Fence and pay an acknowledgment of 1/- per annum.

I presume you will take the necessary steps to have this arrangement confirmed by the Charity Commissioners.

Yours faithfully,

Holliday Hartley.

Clerk to the Council.

Mr Albert Edwards,

Bailiff to the Feoffees of Colyton,

C o l y t o n .

OTTERY ST. MARY URBAN DISTRICT COUNCIL.

HOLLIDAY HARTLEY,
Solicitor,
Clerk.

Ottery St. Mary 8th August 1905.

Dear Sir,

I am instructed by the Council to enquire if any communication has been received from the Charity Commissioners with reference to ~~the~~ granting the necessary land for the new path to Pixies Parlour.

Yours faithfully,

Holliday Hartley

Clerk to the Council.

Mr Albert Edwards,

Bailiff to the Colyton Feoffees,

C o l y t o n .

URY URBAN DISTRICT COUNCIL.

OTTERY ST. MA

Ottery St. Mary 11th December 1905.

HOLLIDAY HARTLEY,
Solicitor,
Clerk.

Dear Sir,

Pixies Parlour Path.

re Fion of the 15th ult with copy letter from

Your communication was duly laid before the Council at their
the Charity Commissioners instructed to inform you that they agree
last Meeting when I was instructed to inform you that they agree
to pay the costs and expenses incurred by your Trustees in obtaining
and Order from the Commissioners for the granting of the necessary
new path.

land for the proposed to receive draft license for approval also

I shall be glad to receive.

draft Order when received.

Yours faithfully,

Holliday Hartley

Clerk to the Council.

Mr Alfred Edwards,
Colyton,
Devon.

OTTERY ST. MARY URBAN DISTRICT COUNCIL.

HOLLIDAY HARTLEY,
Solicitor,
Clerk.

Ottery St. Mary 21st February 1906.

Dear Sir,

re Pixies Parlour Path.

I shall be glad if you will inform me whether the Charity Commissioners have made the Order for the granting of the necessary land for the proposed new path.

Yours faithfully,

Holliday Hartley

Clerk to the Council.

Mr Albert Edwards,
Colyton,
Devon.

OTTERY ST. MARY URBAN DISTRICT COUNCIL.

HOLLIDAY HARTLEY,
Solicitor,
Clerk.

Ottery St. Mary 12th November 19 09.

Dear Sir,

re Pixies Parlour Path.

I am in receipt of your letter of the 10th inst with reference to this matter, which shall be laid before my Council at their next Meeting.

Yours faithfully,

Holliday Hartley
Clerk to the Council.

Mr Albert Edwards,

Bailiff to the Feoffees of Colyton,

Queen's Square,

C O L Y T O N.

OTTERY ST. MARY URBAN DISTRICT COUNCIL.

HOLLIDAY HARTLEY,
Solicitor,
Clerk.

Ottery St. Mary 16th November 1905.

Dear Sir,

re Pixies Parlour Path.

I beg to acknowledge the receipt of your letter of yesterdays date which shall be laid before my Council at their next Meeting.

Yours faithfully,

Holliday Hartley.

Mr Albert Edwards,
Colyton,
Devon.

Feoffees of Colyton.

A. EDWARDS,
QUEEN'S SQUARE,
BAILIFF.

22nd Feb^y 1906

Dear Sir,
in Dixies Parlour.

In answer to yours of yest^r date
The Feoffees have instructed
a Solicitor to draw up the draft
License, He says before he
completes it he must inspect
the spot, I hope to take him
there in a day or two, The License
will be laid before the Feoffees
at their next meeting. Viz 2nd Tuesday
in March. Then I hope it will soon
be passed through. Yours faithfully
Albert Edwards

OTTERY ST. MARY URBAN DISTRICT COUNCIL.

HOLLIDAY HARTLEY,
Solicitor,
Clerk.

Ottery St. Mary 20th June 1905.

Dear Sir

re Path to Dixies Parlour.

I am in receipt of your letter of the 19th inst which shall be laid before the Council at their Meeting on the 6th prox.

Yours faithfully

Holliday Hartley.

Clerk to the Council.

Mr Albert Edwards,
Bailiff to the Colyton Feoffees,
Colyton

LIONEL H. MORTIMER,
Solicitor.
COMMISSIONER FOR OATHS.

Colyton,
Devon.

13th May 1907.

Dear Sir

Pixies' Parlour.

The Clerk to the Colyton Urban District
Council writes on the 6th inst.

"The Council have further considered the
" matter of the path to Pixies' Parlour
" and received the report of a special committee
" appointed to inspect and report thereon and
" have decided to form a path by erecting
" a wooden structure over the fallen portion
" of the cliff.

" The adoption of this course will obviate the
" necessity of the Council procuring a
" lease of any of the Colyton Feoffee
" property and so effect a saving of
" expense which the Council do not feel
" justified in incurring"

The Chairman of the
Chamber of Feoffees.
Colyton.

Yours truly
Lionel H. Mortimer.

Mr Albert Edwards,
Bailliff to the Chamber of Feoffees.

LIONEL H. MORTIMER,
Solicitor.

COMMISSIONER FOR OATHS.

Colyton,
Devon.

9th Feb 1909

Dear Sir

I enclose, as requested,
my account for various
matters during the last
four years.

In Mr Dommett's case,
the lease is not yet
executed by him;
the Chamber agreed to his
alterations, but after
ingrossment, he had some
further objection.
I have spoken to him several
times and he promised, a
few days ago, to call on the
matter.

Yours truly
Lionel H. Mortimer.

Letters should be addressed—
"The Secretary,
Charity Commission,
St. James's,
London, S.W."

CHARITY COMMISSION,

RYDER STREET, S.W.

22 August 1905.

*At the head of
your reply write*

County - Devon.
A. Place - Colyton.
52348. Parish Lands.

- N.B.—1. Every Letter containing enclosures should enumerate them specifically, with a line in the margin for each.
2. Write clearly on FOOLSCAP paper of the same size as this sheet.
3. Communications relating to different objects should be made in separate letters.

Sir,

Adverting to your letter of the 10th instant, I am to say that the first question is whether the Charity property will suffer by the proposal.

I am accordingly to enquire whether, after the grant to the Urban District Council, the rent of the land will be reduced; whether the effect of the fencing will be to sever the Charity property, and whether its value will be reduced by such severance.

I am to add that, if there is any doubt as to the answer to these questions, the Commissioners would require to be furnished with a surveyor's report of which the cost in any

Albert Edwards Esq.,
Colyton,
Devonshire.

event should be borne by the Urban District Council.

ms

I am, Sir,

Your obedient Servant,

W. M. M. M. M.

Rail and Telegrams:
SEATON JUNCTION,
S.W.R.

Please reply to
"CHARD, SOMERSET."

ESTATE OFFICE,

SHUTE,

AXMINSTER.

8th June 1903

Dear Sir,

I write to confirm
the arrangement made by
me with you on behalf of
the Feoffees at your house
on Saturday - viz - that
the question of the legal
right of the Feoffees to
obtain access to Barbers
Orchard ~~to~~ through the
field No. 586 upon the
Ordnance Map belonging to
Sir Edmund de la Pole

shall stand over until Times
next without prejudice to
either party. That in the
meantime the occupier of
Barbers Orchard ~~to~~ shall be
at liberty to ~~to~~ obtain
access through No. 586 and
damage done by him to
the grass on No. 586 being
paid for by ~~to~~ the Feoffees
to Mr. Wyatt. If any dispute
shall arise as to the
amount of compensation to
be so paid it shall be
assessed by Mr. Snelc on
behalf of all parties.

This will meet Mr.
Kingdom's views as set

forth in your letter of
the 6th inst.

Yours faithfully
Almauld Kyrke

Mr. Albert Edwards
Clerk to the Feoffees
Colyton

CANNING & KYRKE,
SOLICITORS.
AND AT
8, HAMMET STREET,
TAUNTON.

Chard, Somerset.

26th Mar 1903

Dear Sir:
Feoffees' Land

I am in receipt of
your letter. The matter
shall have my consi-
deration and I will
communicate with
you again in due course.

Yours faithfully
Alb. Walter Kyrke

Mr. Albert Edwards
Bailiff to the Feoffees
Colyton

RAIL & TELEGRAMS:
SHUTE,
SEATON JUNCTION,
S.W.R.

Estate Office,
Shute,
Kilminster, S. O.
Devon.

Feb 6th 04

To Albert Edwards
Colyton

Dear Sir:-

I did not mention
the matter of exchange
to you in my letter of
Jan 18th & I am pretty
sure Sir Edmund will
not think of exchanging
anything. In my conversation
to you I think it was quite
understood that I would
do my best for the Estate
to become your tenant
(annual) providing the

Leoffe's gave the Estate the
power of sub-letting
Yours faithfully
George Edwards

Rail & Telegrams:
SEATON JUNCTION,
S.W.R.

PLEASE REPLY TO
"CHARD, SOMERSET."

ESTATE OFFICE.

SHUTE,
AXMINSTER.

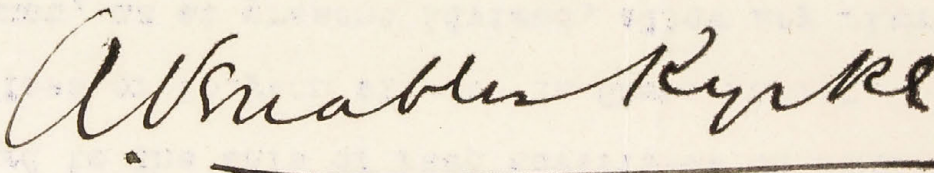
4th June 1903.

Dear Sir,

With regard to the sale of keep advertized of lands belonging to the Feoffees of Colyton situate in Shute parish, I have to inform you that I cannot, as at present advised, allow any right of way from the road at Hampton to any such lands. I am advised that no right of way exists, but that the premises being usually let to one of the tenants of the Shute Estate, such tenant has, for his own convenience, gained access through land in his own occupation. It must be clearly understood, therefore, that no such access will be permitted, except by arrangement with me, and the payment of a suitable acknowledgment to cover any damage to the Shute Estate tenant.

I shall come to Colyton on Saturday by the train arriving about 12-30, and shall be pleased to call on you on the matter, if you will be at home at that time.

Yours faithfully,



Mr Albert Edwards

COLYTON.

Devon.

RAIL & TELEGRAMS:
SHUTE,
SEATON JUNCTION,
S.W.R.

Estate Office,
Shute,
Kilminster, P.O.
Devon.

Jan 18th 04

Mr Albert Edwards
Clerk to the Feoffees
Colyton

Dear Sir,-

I understand you
are dividing up the land at
Hampton or at least Mr
Sprague has taken the
tillage field there.

I would be glad
to know what you propose
doing with the rest of it, as
it will be a source of
considerable annoyance to
both parties if an outsider
comes in to the middle of
the estate & I think in all

probability it would cause
a lot of feeling.

Unfortunately I
understand you cannot
sell the lands if I knew
what the wishes of the Feoffees
were I ~~would~~ ^{would} try my best
to mitigate the matter &
whelp you out of a difficulty

I should like a
reply at an early date
when I would approach
Sir Edmund thereon

Yours faithfully
George E. Warren

Rail & Telegrams :
SEATON JUNCTION,
S.W.R.

ESTATE OFFICE,
SHUTE,
AXMINSTER.

Feb 28th 1903

Mr Albert Redwards
Baileiff of the Colyton
Feoffees

Dear Sir, -

I notice you are
inviting Tenders for Over-
lands; very much inter-
ested with the above Estate
& which I understand are
now in the occupation of
Shute Estate Tenants.

Should such
Tenants not be accepted
again, I wish to give you
to understand that there
is no right of way through
the small field at Hampton
to your lands, and the

entrance there created some
little time since must be
substantially blocked or
gate removed & wall continued

Yours faithfully
George E. Warren

Mr Kingdon desires me
to say that the suggested
arrangement respecting the
Sale at Hampton must
be regarded as without
prejudice to either side
(either Sir E R T Pole, or The
Droffes) and he trusts
your promised letter will
embody this proviso,
so that his Colleagues may
the more unanimously adopt
the suggestion. The late
scarcely balanced vote
respecting this property
makes him the more anxious
to avoid anything that

might again place him
in so unenviable a position
as he then held.

Should the Chamber of
Droffes not accede to
the proposed amicable
Scheme, Mr Warren shall
be duly advised of it
and will be free to carry
out your prearranged
instructions

Shute House
Exminster Devon
May 26 1903

Sir,

It is always a pleasure to me to see any one from Colyton but it seems unnecessary that I should receive a reputation on the subject you mention as it is so purely a business affair. I have no land at Colyton unless as that I wish to exchange with as regards the land at Hampton should you desire to sell I might be disposed to become the purchaser at a price if you will kindly communicate with my agent Mr. S. Venables Ryde, Chard, he has instructions from me to negotiate with you on the subject.

I remain

Yours most truly

Edmund de la Pole.

The Bailiff to
The Deoffees.
Colyton

Rail & Telegrams :
SEATON JUNCTION,
S.W.R.

ESTATE OFFICE,

SHUTE,

AXMINSTER.

May 27th 1903

Mr Albert Edwards
Baileiff to the
Leoffees of Colyton

Dear Sir:-

Could you allow
me to see the map of the
Leoffee property at Hampton
& the other side of the River
Arce. If it not in your
power would you ask
the Leoffees for permission
at your next meeting?

I will come to your
time & office & thank
you in anticipation.

Remain
Yours faithfully
George Edwards

Suggested letter to Mr. Kyrrke

Referring to your letter of the 8th inst as to the postponement of any question of access to "Barber's Orchard" &c, the latter part of it implies that the Feoffees are liable for damage to the grass in using their right of way, and I am directed to inform you that they do not admit any such liability.

**Statement of the Accounts of the Charity called "The
Foffee Lands," in the Parish of Colyton, in
the County of Devon, of which the
following Persons are Trustees,**

viz :==

FEOFFEES :— ~~Hon. MARK ROLLE, Stevenstone, Torrington, Devon.~~

~~Sir W. E. POLE, Bart., Shute House, Shute.~~

~~W. T. HALLETT, Esq., Stedcombe House, Axmouth.~~

~~H. D. KINGDON, Esq., Willhayne, Colyton.~~

Rev. M. GUERITZ, Vicarage, Colyton.

J. I. SCARBROUGH, Esq., ^{Coly} Manor House, ~~Seaton~~ *Colyford.*

~~S. H. PEPPIN, Esq., Gras Lawn, Heavitree.~~

~~G. P. L. EYRE, Esq., 1, John Street, Bedford Row, London.~~

Mr. F. W. W. KINGDON, Colyton.

~~Mr. J. B. KETTLE, Colyton.~~

TWENTY MEN :— ~~Mr. W. H. ROGERS, Bank Agent Colyton.~~

The Rev. R. Turner ~~Mr. F. STOKES, Sen., Butter Factor, Colyton.~~

M^{rs} J. Follett ~~Mr. J. HARDING, Butcher, Colyton.~~

" G. H. Cuming ~~Mr. J. G. HANN, Timber Merchant, Colyton.~~

" J. S. Baker Mr. JAMES SEARLE, Machinist, Colyton.

" G. Warry-Bull Mr. J. WHITE, Currier, Colyton.

" A. Richards ~~Mr. W. TUCKER, Stonemason, Colyton.~~

" S. Mills ~~Mr. T. STRAWBRIDGE, Colyton.~~

" G. Strawbridge ~~Mr. J. MOUNSTEPHEN, Sen., Colyton.~~

" W. W. Board *M^{rs} E. Drower, Colyton*

" S. Gealley *" W. Farmer "*

" L. Coveridge *" E. Smith "*

" G. Sprague "

For the year ending 25th March, 1870

Dr.

BALANCE SHEET, containing a STATEMENT of the BALANCE of the foregoing Account.

Cr.

	£.	s.	d.		£.	s.	d.
<i>Expenditure</i>	570	4	8	<i>Receipts</i>	545	11	.
<i>Balance</i>	35	3	4				
	545	11	.		545	11	.

We certify that this and the foregoing Statements are correct.

F W Kingdon
M. G. G. G. G.

} Trustees.

Audited, and found to be correct.

agnew & co
managers with Jones Bank W
Colyton

24 July 1907 Auditor.

*Statement of the Accounts of the
Charity, called "The Feoffee Lands"
in the Parish of COLYTON, in the
County of Devon, in conformity with
the provisions of "The Charitable
Trusts Act, 1853," (16 & 17 Vict.
c. 137, sec. 61.)*

ending on the 25th day of March, 1907

Parish.	Description of Property.	Acreage.			Tenants or Persons.	Term in Real Property.	Gross annual Income.			Arrears due March 25th.			Sums received, March 25, 07.			Arrears due 31st December,		
		A.	R.	P.			£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
					Snell	Lease	105						105					
					Dommett	Yearly	50						50					
					Mr. A. Teller	Lease												
					J. Woodcock	Yearly	6	10					6	10				
					A. Male		6	10					6	10				
					Woodland		5	5					5	5				
					Wood Sweetland		15						15					
					McGivens		10	4			1	6	10	5	6			
					McKermagen													
					Mr. Southcott		1						1					
					Winnings		1						1					
					McGivens		107	10					107	10				
					T. N. Bull		20						20					
					A. Sprague		4						4					
					Val Southcott		1						1					
Shute	Hampton	12.	1.	38	Mr. Godde		2						2					
"	"	3.	0.	0	"													
"	"	1.	0.	0	Mr. Winton		17	5					17	5				
Sidbury	Pepper Acre	3.	20		" Ann		12						12					
Ottery	Colyton Wood & River	2.	1.	14	Godfrey		20						20					
"	Four Arable Fields	6.	3.	24	" Roberts		2						2					
"	House & Shop	-	9		" Colapp.		25						12	10		12	10	
"	House Garden & Field	3.	34		" "		2	10					1	5		1	5	
"	Garden				" P. Hortescul		20						20					
Honiton	House Shop & Garden		32		" Summers		4						4					
"	Interest on Outlay				" Lanson		10						10					
"	Nursing Home				Geo. Pratt		20						20					
"	Garden Plot	1.	33		Mr. Wells		5	4					5	4				
"	Nursery Garden	1.	2.	29	" Wirslette		6						6					
"	House Shop & Garden		19		" Griffin		3	4					3	4				
"	Boothage.				Woodland		3	4					3	1	6			
"	"				Davy		3	4					3	4				
"	"				Grout		3	4					3	4				
"	"				W. Willis		3	8					3	8				
"	"				Kalgligh					6						6	6	
"	"				"		572	17	6		7	6	499	1		14	1	6
"	"				"													
"	Bearing on Wall				De													

2/6

2/6

RECEIPTS and EXPENDITURE for the Year ending Lady-day, 1904

Dates.	RECEIPTS.	£	s.	d.	Dates.	EXPENDITURE.	£	s.	d.
1906 1/4									
Colyton	Balance forward	42	15	10	Colyton	Insurance	9	7	.
"	Mr E. Small	105	.	.	"	Land Tax	6	15	9
"	" J. Dommitt	50	.	.	"	Emas Doles	36	.	.
"	" J. A. Sellar	32	.	.	"	Gifts to Various Persons	60	12	6
"	Robt. Woodcock	6	10	.	"	Soup A/c	13	11	10
"	Mr. Male	6	10	.	"	Hospital £5.5.0 Eye Infirmary £6.6.0	11	11	.
"	Miss Sweetland	5	5	.	"	Paid out for Tithe	27	17	11
"	Mr H. Sweetland	15	.	.	"	Bailiffs Salary £30, Water Bailiff £10	40	.	.
"	Garden Plot	10	5	6	"	Fire Brigade £5. Rates £12.11.6 Murley £1.1.0	18	5	6
"	Mr Northcott	1	.	.	School	Mr Mermagen £100, 12/6 Sellar £3	103	12	.
"	" A. Anning	1	.	.	General A/c	Selman £5. Stokes 15/9. Hooper 13/6 Smith £1.7.3	7	16	6
"	Water supply	107	10	.	"	Dott 13/6, Richards £4.2.0, Nam 14/6 Northcott £3.3.9	8	16	3
Shute	Mr S. Bull	20	.	.	"	Fowler £3. Somers 8/6. Rowell 4/6	3	16	.
"	" Sprague	4	.	.	Jouhayre	Storer £1.5.6, Strawbridge £1.14.6, £1.14.6, Wakley £1.10.0	6	10	6
"	" Northcott	1	.	.	"	Sarman £12.12.0, Wakley £42.5.9, Sulmans 16/6	55	13	9
Silbury	" Glode	2	.	.	"	Deane £3.4.6, James £10. Baker £3.5.0	16	12	6
Ottery	" Guxton	17	5	.	Water Works	Jurl £2.11.9, Resonick £5.11.3, Stuart £4.16.11	12	19	11
"	" Gann	12	.	.	"	Anning 14/6, White £4.17.11	15	11	11
"	" Godfrey	20	.	.	Petty Cash	Hospital 13/3, Eye Infy £1.3.3, Bills £2.17.6	10	6	11
"	" Roberts	2	.	.	A/c.	Other Payments £3.18.10, In hand £1.13.6			
Honiton	Geo. A. Fortescue	20	.	.	Fair A/c	Clarke 3/6, Resonick 3/6, Jurl 5/6, Northcott 5/6	17	.	.
"	Mr Clapp	12	10	.	Shute	Land Tax	1	.	6
"	" Interest on Outlay	1	5	.	Honiton	Land Tax £3.11.9 Rates £3.18.5	7	10	2
"	" Summers	4	.	.	"	Fortescue £2.10.0, Mickelburg 13/6, Colyton £3.3.0	11	6	6
"	" Sansom	10	.	.	"	Turner £5.5.5, £1.16.6, Smith £2.2.3, 7/9	9	13	2
"	" Pratt	20	.	.	"	Sansom £3. Cirstake £5	8	.	.
"	" Wills	5	11	.	Ottery	Land Tax 16/6, Shippen 11/3, Guxton £2.3.6	3	3	9
"	" Cirstake	6	.	.	"	Cheques 5/6 Charges 15/4 Shampes £2	3	.	7
"	" Griffin	3	11	.			570	7	8
"	" Rowland	3	1	6					
"	" Davy	3	11	.					
"	" Spoot	3	11	.					
"	" Willis	3	8	.					
	Fair Tolls		13	9					
	Received for Tithe	1	14	1					
	In hand from Petty Cash	1	6	11					
	FWW	545	11	.					
						Balance in Bank	35	3	11
							570	7	8

At A special Meeting of the Chamber held 25th Inst. It was decided to ask the Assistant Commissioner the following.

Ottery St Mary
McCanns House & Shop & Land adjoining

The House & Shop has been condemned
Can the Feoffees sell this site and re-invest the Money in Colyton?
If not, would the Commissioners sanction a loan for the purpose of re-building this property

Colyton Cod & River Ottery

The position of this spot of Land should be pointed out to Mr Kay and ask him if the Feoffees could sell this plot also, see Gracing

Feoffees of Colyton.

ALBERT EDWARDS,
BAILIFF.

COLYTON,

23rd October 1912

Dear Sir,

re Site of New St. Mary

~~Referring~~ Referring to your letter of 17th ult.

I am desired to inform you that
the Feoffees have instructed Mr. [unclear]
to prepare a Ground plan of the above
site, which will be sent you in
due course, as they refer to
all subject to the approval
of the Cy. Commrs.

Western District, Surveyor's Office.

21, East Southernhay,

Exeter,

17 September, 1912.

Dear Sir,

Ottery St. Mary.

I am obliged for yours of the 12th instant. The Post Office Authorities have no intention of building a new Post Office at Ottery St. Mary; but it is thought that additional accommodation for Post Office purposes will be required there ere long.

Perhaps you will be so good as to state what frontage and depth is available for building purposes, and whether the Feoffees would be willing to build a Post Office ^{to be let} on lease to the Postmaster General for 7. 14 or 21 years.

Yours truly,

J. P. Hamard

Albert Edwards, Esq.



Western District Surveyor's Office,

21 East Southernhay,

Exeter.

3 September 1912.

Sir,

I shall be obliged if you will inform me, for the information of the Postmaster General, whether there is any likelihood of a building site becoming available on the property administered by the Colyton Feoffees which is situated oposite to the Post Office in Ottery St. Mary.

I am, Sir,

Your obedient Servant,

J. J. Barnard

~~Surveyor of the Western Counties~~

Mr. Albert Edwards.

Colyton Devon
26ⁿ May 1913

Sir
re Property occupied by Mr Cann. Ottery

In view of the fact that the above property will be vacated at mid^s next on account of the same being condemned by the Sanitary Authorities, and cannot be put in tenable repair by reason of Age.

The Feoffees not having money to re-build and also having other house property that requires an outlay (Especially the Feoffee or School house where up to date Sanitary Arrangements with bath room &c are needed) under these Circumstances would you allow the Feoffees to sell the site mentioned above and re-invest the money on the Colyton and other properties where most required.

I am Sir
Your Obedient Servant
Albert Edwards
Bailliff To the Feoffees

The Secretary
Charity Commission.

Polyton

14-2-14

1 Feoffees of

I thank you for your reply to my application for water to be used for Mr. Abraham's House

I fail to see why, I should pay, two thirds of your property = always the case

I believe it is laid down that water and gas mains are laid on to property = you sell the gas for use of houses pay x

and consumers third x 37. - laid

3

I offer you three = provided = you to the East = before I make other reply by return of post = with all once.

must refuse = they are your terms, I write to owners = not encouraging

J.B. Abrahams

If 37. is not accepted
not reply -

3. 1.

Committee
for Mr Abrahams House

Wm, Board, Sprague
s.

Feoffees having ascertained
& having same complete

Pipe from Northcotts	£	s	d
Abrahams house.	9	0	0
Expense	7	12	.

Feoffees will pay one
Abrahams to pay the other
of his Cheque, the
deducted with all once.
re reply.

Committee
Shop & Garden Ottery,

H. McCumby, M^r 1 Baker

Commissioners Letter of
further discussed
with Mr Mortimer
and to draw up
all as asked for
12th which they now

instructed the
Charity Commissioners
of Interest per Cent
of the proceeds of the
the way they suggest."

3 enclosures.

Letters should be addressed—
"The Secretary,
Charity Commission,
St. James's,
London, S.W."

CHARITY COMMISSION,

RYDER STREET, S.W.

23 January 1914.

At the head of
your reply please
write—

County - Devon.
A Place - Colyton.
61006 Parish Lands.
Proposed Sale.

N.B.—It is requested that all communications be made on FOOLSCAP paper.

Sir,

I am to acknowledge the receipt of your letter of the 19th instant and to enclose, as desired, some forms of application to the Charity Commissioners for authority to effect sales of real estate.

In this connexion I am to refer to the letter addressed to you on the 2nd June last.

Sr.

I am, Sir,

Your obedient Servant,

Henry W. T. Bowyer

Albert Edwards Esq.,
Colyton,
Devon.

Form of Application to the Board to Authorize a Sale.

To the Charity Commissioners for England and Wales.

* Insert the usual name or designation of the Charity, and the name of the parish, township, or place for the benefit whereof the Charity was founded, or in which it is administered.

In the matter of the Charity called* *Parish Lands*

in the Parish of *Colyton*

in the County of *Devon* ; and

In the matter of "The Charitable Trusts Acts, 1853 to 1894."

† The application may be made by the Trustees or persons acting in the administration of the Charity, or by some person acting on their behalf and by their direction.

† The *Trustees* of the above-named Charity, being of opinion that, under the special circumstances hereinafter stated, a Sale of the property hereinafter mentioned will be advantageous to the Charity, hereby apply to the Board to authorize the proposed Sale, and to give such directions in relation thereto, and for securing the due investment of the money arising from such Sale, as the Board may think fit.

The Trustees submit to the Board, in relation to the proposed Sale, the following particulars as to:—

1. The mode and date of the appointments of the existing Trustees (if any) of the Charity, and the number originally appointed. *By Scheme dated 31st January 1911*
2. The general objects of the Charity. *By Scheme dated 28th January 1913*
3. The nature, extent and description of the property proposed to be sold and whether it forms the whole or part only of the Charity estate. *House & Shop (Smithy) A R. P
Garden adjoining : : 9
Part only of the Charity Estate. : : 6*

NOTE.—Where the property proposed to be sold comprises a School, towards the erection of which a contribution has been made, whether by the Treasury or by the Board of Education from public funds, the fact should be stated.

4. The Township, Parish, and County in which the said property is situate. *Ottery St. Mary Devon.*

NOTE.—It is desired that, however small the area of the property, its total quantity may be stated as nearly as may be, and that it may be specifically mentioned whether the property is situate in an Urban or a Rural District. *Rur*

TELEGRAMS 22 AXMINSTER
PHONE 25 YEovil.

R. & C. SNELL,
and Wm. PALMER & Co., Yeovil,

Auctioneers,
Estate, House and
Insurance Agents,
Valuers.

TRINITY SQUARE,
AXMINSTER.

20.11. 1913

Dear Sir, Property: Ottery St. Mary
Mr. Cummins has called
on me today & explained
somewhat how it is necessary
to proceed with the valuation of
above, & I arranged with
him to go to Ottery St. Mary on
Saturday 29th Inst. & shall be
pleased to pick you up with
one of your Committed, at say
11.30 in my Car. if convenient to you
Yours very truly
Robt Snell

W. A. Edwards
Coventry.

Two Enclosures.

Letters should be addressed—
"The Secretary,
Charity Commission,
St. James's,
London, S.W."

CHARITY COMMISSION,

RYDER STREET, S.W

2 June 1913.

*At the head of
your reply please
write—*

County - Devon.
A. Place - Colyton.
61006. Parish Lands.
Proposed Sale.

N.B.—It is requested that all communications be made on FOOLSCAP paper.

Sir,

With reference to your letter of the 26th ultimo I am to say that in ordinary circumstances the Commissioners do not favour sales of land belonging to Charities, and are only disposed to give their sanction to a sale in cases in which it is shown that a sale will be productive of a substantial profit to the Charity after investment of the proceeds in an authorised trust security.

In the present case the Commissioners would be prepared, subject to the above observations, to consider an application for a sale of the property in question in the enclosed form. Any such application should be accompanied by a Report upon

Albert Edwards Esq.,
Colyton,
Devon.

the property made by a competent surveyor, acting solely in the interests of the Charity, ~~and~~ dealing with such of the points referred to in the enclosed memorandum as are material to the case.

I am to add that the question of carrying out repairs to the Feoffee House seems hardly to be relevant in considering the best means of dealing with the property occupied by Mr. Cann, since under the provisions of Clause 1 of the Scheme of the 28th January 1913 the Feoffee House, subject as in that Clause mentioned, is held for educational purposes and is therefore as in the case of the yearly sum ~~and~~ specified in Clause 1 (2) now separate from the rest of the endowment of the original Charity which is held for non-educational purposes.

E.
I am, Sir,

Your obedient Servant,

Henry W. T. Bowyer

One

enclosure.

No. 46.

Letters should be addressed—
 "The Secretary,
 Charity Commission,
 St. James's,
 London, S.W."

CHARITY COMMISSION,

RYDER STREET, S.W.

12 February 1914.

At the head of
your reply please
write

A.
61006.

County Devon.

Place Colyton.

Parish Lands.

Proposed Sale - House Smithy and Garden.

N.B.—It is requested that all communications be made on *Foolscap* paper.

Sir,

The application in this matter has been under consideration, together with the Surveyor's Report which accompanied your letter of the 4th instant and I am directed to inform you that the Commissioners will be prepared to authorise the **Trustees** to offer the property in question for sale by Public Auction, subject to suitable conditions of sale, and at a reserve price to be named hereafter.

I am accordingly to request that draft particulars and Conditions of Sale may be prepared and forwarded to this office for perusal.

The enclosed form of condition should be incorporated in the Conditions of Sale with the view of restricting the title to be shewn to the purchaser.

Having regard to the operation of the Solicitors' Remuneration Act, 1881, and of the General Order made under its provisions, as well as to the simplicity, in general, of the title to land forming the Endowment of a Charity, I am to suggest that the **Trustees** should consider, with the view of saving expense to the Charity the propriety of making a special agreement with their solicitor under Sec. 8 of the Act, with particular reference to the amount of business to be done in respect of the deduction of title and otherwise.

I am to add with regard to the suggestion in paragraph

W B & L (255c)—51176—250-5-8

Albert Edwards Esq.,
Colyton,
Devon.

13 of the application that in the ordinary course the Order authorising the sale in the event of the property being sold would direct payment of the net purchase money to the Official Trustees of Charitable Funds for investment in some authorised trust security in trust for the Charity and that if it is desired that the proceeds of sale should be appropriated in the way suggested, the Commissioners would wish to consider further the Trustees' proposals for such expenditure.

fr.

I am, Sir,

Your obedient Servant,

Henry W. T. Bowyer

1 enclosure.

Letters should be addressed—
"The Secretary,
Charity Commission,
St. James's,
London, S.W."

CHARITY COMMISSION,

RYDER STREET, S.W.

2 March 1914.

*At the head of
your reply please
write—*

County - Devon.
A Place - Colyton.
61006 Parish Lands.

Proposed Sale. House Smithy and Garden.

N.B.—It is requested that all communications be made on FOOLSCAP paper.

Sir,

Referring to your letter of 26th ultimo I enclose a list of authorised Securities for the investment of trust funds, and I am to say that the choice of the particular Security for the investment of the proceeds of sale in the name of the Official Trustees of Charitable Funds would rest with the Trustees.

The Commissioners would be prepared, if desired, to give an estimate of the yield of any selected Stocks at current prices.

Sr.

I am, Sir,

Your obedient Servant,

Henry W. Bowyer

Albert Edwards, Esq.,
Colyton,
Devon.

Referring to your letter of the 12 Ultmo.
I herewith enclose you draft particulars of Conditions
of Sale for your perusal as prepared by our Solicitor.
In accordance with the latter portion of the above letter
and at a meeting of the Trustees held last Evening
It was resolved that the proceeds of the sale be invested in
Trustee security in the name of the Official Trustees
of Charitable funds

March 11th 1914

LIONEL H. MORTIMER,
Solicitor.

COMMISSIONER FOR OATHS.

Colyton,

Devon.

24th Feb 1914

Dear Sir

My

Enclose draft Sale bill
as far as it can be drawn
at present

Yours truly
Lionel H. Mortimer

Mr. A. Edwards

Bailiff

Charity Lands Trustees
Colyton.

Letters should be addressed—
"The Secretary,
Charity Commission,
St. James's,
London, S.W."

CHARITY COMMISSION,

RYDER STREET, S.W.,

19 March 1913.

} <i>At the head of your reply please write</i>	A	County <u>Devon.</u>
	52348	Parish <u>Colyton.</u>
		Parish Lands.
		Scheme.

N.B.—It is requested that all communications be made on *Foolscap* paper.

Sir,

I am to acknowledge the receipt of your ~~letter of the~~
~~enclosing~~ declaration dated the 15th instant in evidence of
publicity having been given to the Order made by the Board in this matter,
and to state that the proceedings are now legally complete.

Eno.

I am, Sir,

Your obedient Servant,

HENRY W. T. BOWYEAR.

Albert Edwards Esq.,
Colyton,
Devon.

(x) (74936) Wt. 4778/6190 500 5-12 W B & L
(70109) 29845/6295 500 11-12

to the Board to Authorize a Sale.

Form of Application to Commissioners for England and Wales.

To the Charity Commissioners of the Charity called* *Parish Lands*

* Insert the usual name or designation of the Charity, and the name of the parish, township, or place for the benefit whereof the Charity was founded, or in which it is administered.

In the matter of *Loolyston* of *Devon*; and

in the Parish of "The Charitable Trusts Acts, 1853 to 1894."

in the County of *Devon*

In the matter of the Charity, being of opinion that, under the special provisions hereinafter stated, a Sale of the property hereinafter mentioned, and to give such directions in relation thereto, as the Board may think fit.

† The application may be made by the Trustees or persons acting in the administration of the Charity, or by some person acting on their behalf and by their direction.

† The Trustees of the above-named Charity, in the circumstances hereinafter mentioned will be desirous to submit to the Board, in relation to the proposed Sale, the following particulars as to:—

The Trustees submit the following particulars:—
by Scheme dated 31 Jan^y 1911

1. The mode and date of the appointment of the existing Trustees (if any) of the Charity, and the number originally appointed.

by Scheme dated 28 Jan^y 1913

2. The general objects of the Charity.

*House and Shop (Smithy) Part of the Charity Estate
Garden adjoining
Part only of the Charity Estate*

3. The nature, extent and description of the property proposed to be sold and whether it forms the whole or part only of the Charity estate.

NOTE.—Where the property proposed to be sold comprises a School, town or village, or the erection of which a contribution has been made, whether by the Treasury or the Board of Education from public funds, the fact should be stated.

County in Ottery St Mary Devon

4. The Township, Parish, and County in which the said property is situate.

Urban District Council

NOTE.—It is desired that, where the area of the property, or the quantity may be stated as nearly as possible, and that it may be specifically mentioned whether the property is situate in an Urban or a Rural District.

5. In whom the legal estate in the said property is now vested, and by what conveyance, assurance or other means.

6. The manner in which the said property has been let or occupied during the last three years.

7. The amount of the gross annual rent or income arising therefrom during each of the last three years.

8. The amount and particulars of the outgoings or deductions from such rent or income in each of such years.

9. The present annual letting or rack-rent value thereof.

10. The special circumstances under which the Sale is proposed, and the advantages likely to result to the Charity therefrom.

The Trustees

Private Meeting house and Sunday

£ 14 now rent

1910 Income, less total

and Condensed the local authorities

occupational or repairs

and also should be well

11. Whether the Sale is proposed to be made by public auction or private contract, and if by private contract the amount and other terms of the offer, and the name, description, and address of the person by whom the offer has been made.

*by Public Auction
See Mr. Heath's letter*

12. Whether the purchaser will pay the expenses of the Trustees in the matter, including those of any Surveyor's Report, of advertisement and of the deduction and verification of any title which he may require.

see above

13. The manner in which it is proposed that the purchase money shall be invested.

*To build a House at
Colyford on Land rented
of the Feoffees by J. C. Francis Esq*

NOTE.—It is the practice of the Commissioners to require that, in the absence of special circumstances justifying a departure from the rule, the purchase money shall be invested in trust for the Charity, in the name of the Official Trustees of Charitable Funds.

14. The name and address of any Surveyor by whom the said property has been or is proposed to be surveyed and valued on behalf of the Charity.

*Messrs R & C Snell
Surveyors Axminster Devon*

NOTE.—It is the practice of the Commissioners to require that the application should be accompanied by the Report of a Surveyor acting in the interests of the Charity. In special circumstances they will require the property to be surveyed and valued, and the proposed sale to be reported on or approved by a Surveyor nominated by themselves.

declare that the foregoing statement is in all respects true according to information and belief.

Dated this _____ day of _____ 19__

* The date and the signature, address and description of each individual applicant should be added here. Each signature should begin a separate line. If the applicants be a corporate body their seal should be attached.

Chromon

LIONEL H. MORTIMER,
Solicitor.
COMMISSIONER FOR OATHS.

Colyton,
Devon.

February 20th 1914

Dear Sir

Enclosed Attorney Property
draft Conditions
of Sale - the dates of the
Testing Order - and Scheme
must be filled in, and you
can show me these documents
for that purpose.

The draft Sale Bill has not
yet come from Mr Snell
but probably will be sent
tomorrow.

Yours truly
Lionel H. Mortimer

Mr. Albert Edwards.

Form of Application to the Board to Authorize a Sale.

To the Charity Commissioners for England and Wales.

* Insert the usual name or designation of the Charity, and the name of the parish, township, or place for the benefit whereof the Charity was founded, or in which it is administered.

In the matter of the Charity called* *Parish Lands.*

in the Parish of *oolypton*

in the County of *Devon* ; and

In the matter of "The Charitable Trusts Acts, 1853 to 1894."

† The application may be made by the Trustees or persons acting in the administration of the Charity, or by some person acting on their behalf and by their direction.

† The *Trustees.* of the above-named Charity, being of opinion that, under the special circumstances hereinafter stated, a Sale of the property hereinafter mentioned will be advantageous to the Charity, hereby apply to the Board to authorize the proposed Sale, and to give such directions in relation thereto, and for securing the due investment of the money arising from such Sale, as the Board may think fit.

The Trustees submit to the Board, in relation to the proposed Sale, the following particulars as to:—

1. The mode and date of the appointments of the existing Trustees (if any) of the Charity, and the number originally appointed.

By Scheme dated 31st January 1911

2. The general objects of the Charity.

By Scheme dated 28th January 1913

3. The nature, extent and description of the property proposed to be sold and whether it forms the whole or part only of the Charity estate.

*House and Shop (Smithy) 0. 0. 6
Garden adjoining . 9
Part only of the Charity Estate. . 6*

NOTE.—Where the property proposed to be sold comprises a School, towards the erection of which a contribution has been made, whether by the Treasury or by the Board of Education from public funds, the fact should be stated.

4. The Township, Parish, and County in which the said property is situate.

*Ottery St Mary Devon.
Urban District Council*

NOTE.—It is desired that, however small the area of the property, its total quantity may be stated as nearly as may be, and that it may be specifically mentioned whether the property is situate in an Urban or a Rural District.

5. In whom the legal estate in the said property is now vested, and by what conveyance, assurance or other means.

The Trustees

6. The manner in which the said property has been let or occupied during the last three years.

Private Dwelling house and Smithy.

7. The amount of the gross annual rent or income arising therefrom during each of the last three years.

£ 14. per Ann^m now void

8. The amount and particulars of the outgoings or deductions from such rent or income in each of such years.

Insurance, 13 bills Total.

1910	1. 6. 0	3. 13. 11.	4. 19. 11
1911	1. 6. 0.	2. 0. 0	3. 6. 0
1912	1. 6. 0	12. 13. 6	13. 19. 6
1913	1. 6. 0.	Nil	1. 6. 0

on acc of property being condemned

9. The present annual letting or rack-rent value thereof.

Void Condemned by Local Authorities.

10. The special circumstances under which the Sale is proposed, and the advantages likely to result to the Charity therefrom.

*Too delapidated for occupation or repair.
Good site and should sell well.*

11. Whether the Sale is proposed to be made by public auction or private contract, and if by private contract the amount and other terms of the offer, and the name, description, and address of the person by whom the offer has been made.

By Public Auction.

12. Whether the purchaser will pay the expenses of the Trustees in the matter, including those of any Surveyor's Report, of advertisement and of the deduction and verification of any title which he may require.

*The usual Conditions of the Devon Law Association.
The purchaser to pay all fees.*

13. The manner in which it is proposed that the purchase money shall be invested.

To build on to charity Parish Lands, either in Colyton or Colyford.

NOTE.—It is the practice of the Commissioners to require that, in the absence of special circumstances justifying a departure from the rule, the purchase money shall be invested in trust for the Charity, in the name of the Official Trustees of Charitable Funds.

14. The name and address of any Surveyor by whom the said property has been or is proposed to be surveyed and valued on behalf of the Charity.

*Messrs K & C. Snell, Surveyors
Exminster Devon.*

NOTE.—It is the practice of the Commissioners to require that the application should be accompanied by the Report of a Surveyor acting in the interests of the Charity. In special circumstances they will require the property to be surveyed and valued, and the proposed sale to be reported on or approved by a Surveyor nominated by themselves.

We declare that the foregoing statement is in all respects true according to our information and belief.

Dated this *fourth* day of *February* 19*14*

* The date and the signature, address and description of each individual applicant should be added here. Each signature should begin a separate line. If the applicants be a corporate body their seal should be attached.

J. Follett,
Chairman of the
Chamber Feoffees
J. J. Walker
G. H. Smith
Albert Edwards
Bailiff to the Feoffees of Colyton