

Town Clerk's Office,

19 Honiton 15 April 1891

Dear Sir

Stephen o. Kettle

I enclose you Mr. Currier's
opinion & also his Clerk's letter.
You will see what he says about
the fee.

Yours truly

Geo. Lucas

As Albert Edwards

Steward of Feoffees
Colyton

Honour

17 Dec 1890

Dear Sir

I enclose Subpoena
for Mr. Walter Barratt.
Serve one copy & keep the
other.

Yours

W. L. Edwards
Colyton

Geo. Sweet.

I think we may as well meet in
my room at the Police Station
tomorrow morning. At the same time

I should think it best
to apply to the County Court
for possession, and then if the question
of Title incidentally arises in the
Case, the Judge has power to hear
it on the Extra Fees being then paid

30-9-94 22 Oct¹⁸⁹⁴
Same Rule applies Cottages & such

They will not get possession
from me.

Mr Clarke's Answer

29-9-95

Lady day 1892

appeared to Mr Clarke for possession
of Rick Plot by order of the Chamber.

Mr Clarke's answer was, he dared any
of the Feoffees to go upon Rick plot.
Neither will I give them up possession
He knows who it belonged to, but was not
going to open his mouth to fill any body's

A. Edwards

Bariff to the Feoffees

Witness Dan. Richards—

Town Clerk's Office,
Honiton 27th April 1891

Dear Sir,

I send you a copy of
the Judges' suggestion for
the consideration of the Feoffees.

The question is, with the Charity
Commissioners approve of your
leasing the land at 3/ a
year when it is known to be
worth 13/.

Yours truly
The Chairman of the Feoffees.
The City of Exeter.

In the County Court of Devonshire
helden at Exminster

Between: The Feoffees of the
Poor of Colyton viz
The Rev^d Marmoto Gwritz
H. De. Spencer Kingdon
The Honorable Mark Rolle
Sir William C. Pole Bart
G. L. W. Gye
J. J. Scarborough
F. W. Washington Kingdon
John Bamfylde Kettle
Plaintiffs

and

Richard Kettle and
Henry Fowler both
of Colyton
Defendants

Take Notice that application
will be made on behalf of the
Plaintiffs to His Honor Judge
Paterson at the sitting of the
Court at Exminster on Friday
the 24th day of April 1891.
That the nonsuit ordered in
this Action on the 13th day of
March 1891. may be set aside
and a new Trial granted on the
ground that the Tenancy of

Sarah Long referred to in His
Honors Judgment had in fact and
in law been put an end to and
that the defendant Richard Kittle
was an Executor de son tort of the
said Sarah Long and his liability
if any had been determined and
on other grounds -

Dated the 15 day of April 1891.

Geo. T. Wood
Honiton
Solicitor for the
above named Plaintiffs.

To)
The Registrar of the Court
To the above named Defendants
Richard Kittle and Henry Fowler
And to)

William Bury Esq^{re}
their Solicitor -

After Mr. Long's death & her son in law W Clarke took possession of the Allotment No 35 and paid W Farmer 12/6 for the half year due Lady Day 1887 but he afterwards refunded Clarke 1/6 of the money as he discovered that Clarke only occupied one allotment (viz No 35) and not 37

W Gill retired from the Stewardship shortly before Michaelmas 1888 and a new Steward (W Edwards) was then appointed. In the interval between Mr Long's death in 1887 and W Edwards appointment the rent of Rick Plot was not collected it being overlooked by W Farmer but shortly after W Edwards appointment the omission was discovered by W Stokes one of the Corporation who had previously acted as Steward.

Upon this discovery being made a notice was served on the Deft Foster who had been placed in occupation by W Kittle the alleged purchaser to give up possession on the following Lady Day a copy of which is annexed.

At the expiration of the notice on Lady Day 1890 a lock was put on the Gate but was knocked off by W Kittle personally.

The present proceedings were then instituted by order of the Feoffees

Geoffes of the Poore
of Colyton

or

little & another

Opinion

G. T. Sweet
Houston

Collyer v Bruce

In this case I assume that the following facts were proved & will appear from the Judge's notes taken at the trial or in the statements of fact in the Judgment

1. The letting payment of rent from 1852 - 1877 by Long & from 1877 - 1887 by Mrs Long.
2. Mrs Long's death
3. The notice to quit served upon Fowler.

I assume also that the notice to quit served on Fowler would have been a good notice to quit to Mrs Long had she been alive.

The judge seems to have held that as the P'ts gave no evidence of the determination of Mrs Long's tenancy there was an outstanding term which had not been determined, & that therefore the P'ts had only given evidence of title, & not of

The right of possession & therefore non-suited the Ptes
 There is no doubt, I think, that the Judge was right
 in holding as a matter of law that in order to succeed in
 ejectment you must not only prove title as against the Dts
 in possession, but the right to effect at the date of the writ

Here it was proved that the Ptes were entitled to
 the land. They had a title proved by payment of rent for a period
 covered by the Statute of Limitation. It was proved that in 1887
 Mrs Long was in under a tenancy from year to year & that she
 then died, & I understand that it was proved that first Kettle
 & then Foster entered into possession

Did the Ptes then on this state of facts make out a prima facie
 case? The difficulty is answering this in these considerations.

If Dts are trespassers, then they are entitled to rely on the
 fact, that the Ptes have only proved that Mrs Long, or her
 representatives have the right to effect, inasmuch as no proof
 has been given of any determination of the tenancy.

a trespasser is entitled to rely on the fact of an outstanding term not entitling P'ts to possession of the land at the date of writ. If the Dft are tenants either to the P'ts. or to or through P'ts tenant then the Dft are entitled to call on the P'ts to prove the tenancy & that a proper notice to quit has been given.

Prima facie, no doubt, notice to quit should be given to the immediate tenant, that is Mrs Long, or her representatives, or to her assignee, & not to an undertenant.

The P'ts proved a notice to quit, which I assume would have been a good notice to quit if served on Mrs Long, served on Fowler. Was Fowler an immediate tenant, or an assignee. There are cases which apparently point to the doctrine that where a tenant ceases to occupy premises & someone else becomes the occupier the law will assume that the new occupier comes in as

assignee of the tenant - Doe v. Morris v. Williams 1 B & C 41 -

Blair v. Street & Fairbanks 2 Q & B 329 -

~~Whether these decisions will apply where there is no in the absence of evidence to the contrary.~~ Whether these decisions will

include a case where no evidence is given of any

connexion whatever between the first occupier & the next may

admit of argument. But if the doctrine applies, then
on the evidence Kettle would prima facie be the assignee or not
the undertenant of Mrs Long & Fowler similarly of Kettle
& then ~~notice~~ the notice to Fowler would be good although
not served on Mrs Long's representatives or Kettle.

All this was not used on the Judge & I think the Court would
probably say that a writ under the cases was unsatisfactory
& that there ought to be a new trial.

I do not wish to prophesy as to the success of a new trial
but I wish to clear the ground by saying that if Kettle proves
his he is ~~to~~ ~~the~~ case in as undertenant & not as assignee
of Mrs Long, (a some colour is given to this by the suggestion
that he paid rent to Mrs Long in her life-time) & if & if
Fowler proves similarly as to Kettle the notice to quit served on
Fowler alone would not be a good notice & the term would
still be outstanding & the Plea would fail. A similar result
would accrue if the Dfts said they were trespassers for the
term would still be outstanding & the Dfts would in my
opinion be entitled to rely on that fact.

Answer. I think that on appeal for a new trial ~~shall~~
h.

le entered, & if granted the Pto probably would be able
to come to terms. I have thought whether Kettle might not be
fixed as Exor de son tout, but apparently le entered during
the lifetime of Mr Long.

The representatives of Mr Long are his next-of-kin
& in view of the difficulties arising out of this fact it is that
I have advised an effort for a new Trust

Bernard Coleridge -

3 King's Bench Walk

Temple

April 14. 1891.

15

(Form D.)

ROYAL COMMISSION ON MARKET RIGHTS AND TOLLS,

32, ABINGDON STREET, S.W.,

22nd Sept 1887.

SIR,

I am directed by the Earl of Derby, Chairman of this Commission, to forward you the accompanying series of questions on the subject of Market Rights and Tolls, and to request you to be good enough to answer them as clearly and fully as possible for the information of the Commissioners in prosecuting their enquiry.

You are also requested to return the questions, when answered, as soon as possible, to the Secretary at the above address.

I am,

SIR,

Your obedient Servant,

T. BARCLAY COCKERTON,

Secretary.

Wrote the 4th Oct

R & S (26,655a) 1400 8-87

ROYAL COMMISSION ON MARKET RIGHTS AND TOLLS,
32, ABINGDON STREET, S.W.

Queries for Owners of Markets, not being Local Authorities.

Name of District _____

County _____

No.
of
Q.

QUESTION.

ANSWER.

1. Name, situation, and nature of the market. (Note—State the principal articles sold.)

2. How were the market rights originally acquired?

a. If by Charter, the date and particulars of the Charter.

b. If by prescription, what is the earliest record of the market rights, and the date of such record?

c. If under a local Act, the date and title of the Act.

3. If the market rights were acquired by the present owner by purchase,

a. From whom were they purchased?

b. The amount paid in respect of the purchase.

c. Whether market buildings or land were included in the purchase; and, if so,

d. What sum was paid in respect of the buildings or land?

4. On what days is the market held?

5. What market accommodation has been provided? Furnish full details.

6. To what extent are the markets held in the open streets, and how long have they been so held?

7. What is the estimated amount of the capital expenditure which has been incurred in respect of the provision of market accommodation?

8. What officers are employed by the owner in connection with the market?

What are their duties?

What is their remuneration?

9. Is the cost of the removal of refuse and cleansing of the streets, in connection with the holding of the market, borne by the owner of the market?

If not, by whom is it borne?

10. What has been the average annual expenditure during the three years ended 25th March, 1887, or to the latest date to which the accounts are made up, out of revenue or other sources in respect of the market,

a. For officers of the market,

b. For repairs,

c. For removal of refuse and cleansing,

d. For other purposes, specifying them?

11. What has been the average amount of gross receipts from the market during the three years ended 25th March, 1887, or to the latest date to which the accounts are made up, specifying the amounts respectively received from,

a. Tolls.

b. Rents.

c. Stallages.

d. Other receipts, giving the particulars.

12. What are the highest tolls, rents, and stallages which the owner is empowered to levy in the market, and what are the tolls, rents, and stallages actually levied, and how long has the present scale been in operation?

(N.B.—It will be convenient if a printed copy of the scale be annexed.)

13. What rules, if any, have been made by the owner, and are now in force, with reference to the market?

(It is desired that copies of any such rules be forwarded.)

14. Are any records kept of the prices of commodities sold in the market?

15. In what ratio do market tolls and dues stand to the value of the marketable commodities on which they are levied?

(N.B.—It will be convenient if this information is given as far as practicable with reference to the value of particular marketable commodities specially named.)

16. Within what distance, and during what times, are the market rights enforceable with regard to the sale of goods outside the market buildings?

17. To what extent are sales on market days, otherwise than in shops and in market buildings, prohibited?

18. Is there any regulation of the market requiring any transaction to be made through particular agents, factors, or brokers?

19. From what districts do the articles sold in the market come, and is there any restriction in this respect?

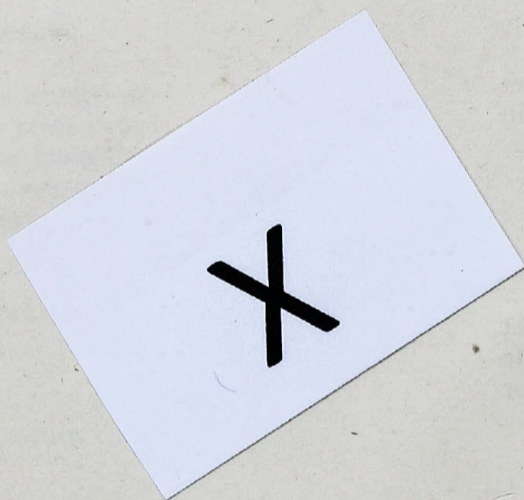
20. Has the present accommodation afforded by the market been complained of as insufficient and unsuitable for the local trade?

21. If the owner has granted a lease of the tolls and other rights, for what term, and on what conditions, have the tolls, &c., been leased?

22. Is the owner in favour of the Local Authorities obtaining compulsory powers of acquiring market rights?

23. What alterations, if any, in the existing law relating to markets does the owner consider desirable?

24. The information above desired is requested also with regard to any fair held within your jurisdiction.



COLYTON.

~~Mr. Teoffees~~

Dr. to J. B. KETTLE,

Printer, Binder, Bookseller, Stationer, &c.

1882				
May 3	Envelopes			8
June 1	2 Smith's Algebra	2/6	5	
	2 Chardenal's French Course	1/6	3	
	2 Public School Latin Grammar	2/6	5	
	1 Sharpe's Home Lesson Book			7
	3 Latin Exercise Books	1/6	4	6
	6 Geographical Readers	1/3	7	6
23	Box Pencil (best large round)		1	4
July 1	5 Sharpe's Home Lessons		2	11
Sep 18	2 doz Exercises	2/-	4	
	1 " Holders & gross pens	1/6	1	10
	3/4 Carriage paper	1/6 slate 6	2	
Oct 1	2 doz Halboru Series Copy Books	2/-	4	
" 10	Printing 50 Bills "Reward"		5	
23	2 pkts Envelopes			6
27	Printing 400 large post 4 ^{to} Notices for convening meetings	3/-	12	
	Packet Note		1	
Dec 5	2 doz Exercises	2/-	4	
1883	6 Drawing pencils		1	2
March 20	2 doz Copy Books	2/-	4	
	2 " Exercises	2/-	4	
	Advertising Oct: Fair 1882 in W. Times & Pall Mall W. News	3/6	7	
	Ditto April Fair 1883 as above		7	
1883 June 9 th	Recd the above		4	8
	J. B. Kettle		11	8



Howison Old Brewery
24/12/64

Dear Sir

Having seen
Mr Inadze, I fear you
did not fully understand
my last letter, consequently
beg to state that Mr Inadze
and myself will pay
such interest on the outlay
as the Trustees shall
think proper until
such sum shall be
payed off by rent, so

That the garden may
be protected from the papers
Being sorry to give you
so much trouble

I am

Dear Sir

Yours truly &c
John V. Madge

John Higgins

To the Feoffees of the
Colyton Poor Lands

Gentlemen,

Mr. Power
having intimated a desire
for me to see the progress
of work at Lovelhayne
I yesterday complied
with his request and
on inspection I find
that he has executed
work

to the amount
of £350 and upwards.

I am, Gentlemen,
Your Obedt. Servant
J. G. Purvey

Haddow Cottage
Shute

18th February 1862