

COLYTON

DEVON

TOTTERHAM

BY TENDER

For a Term of 3 Years

From the 1st of January 1863

MEADOWS & PASTURES

R. Smith  
H. Rebrick  
J. 1st do  
J. Rebrick

£63  
£11  
£60  
£10  
£13

£63  
7/6

Called 'THE LANE GROUND' situated near the Town of Colyton, containing 3 1/2 Acres (more or less) in the occupation of Mr. Samuel Stokes.

For Terms of letting and other particulars apply to Mr. H. STOKES, Bailiff to the Colyton Chamber of Justice, to whom sealed Tenders must be sent on or before Wednesday, the 11th day of January.

The Tenders do not bind themselves to accept of any Tender.

Dated the 23rd day of December 1862.

Colyford  
July 12<sup>th</sup>/80

To the Feoffees of the parish of Colyton

I beg to tender eleven pounds as a  
yearly rental, for the Field situated in  
Eye Lane in the parish Colyton. called Eye  
Lane Close, should my tender be accepted  
I should be obliged

I am yours respectfully  
Ivan Dampier  
Colyford

except the Land-lord's  
Property Tax and  
Land Tax

Richard Smith

Colyton  
July 13<sup>th</sup> 1880

Gentlemen

I hereby tender  
the sum of Sixty Three  
Pounds per year for the  
Estate called Cowalls  
for a term of three  
years

I also agree to pay  
all Rates, Taxes & Charges  
with which the Estate  
may become chargeable  
during the said term

Counhayne Colyton

July 13<sup>th</sup> 1880

To the Feoffes of Colyton

I hereby Tender the sum  
of Sixty pounds per annum  
for Cownalls £60.0.0

And also the sum of Ten  
pounds per annum for Tail  
Lane field as advertised £10.0.0

Thomas Trott

No.

THE SEATON AND BEER RAILWAY  
COMPANY

AND

---

Memorandum of Agreement

FOR

PURCHASE OF LAND.

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Nos.

*In the Parish of*

*In the County of Devon.*

RADCLIFFE & DAVIES,  
Craven Street,  
Strand.

Copy

## SEATON AND BEER RAILWAY.

Memorandum of an Agreement, made the  
25 day of July 1865, BETWEEN Robert White  
Higgins of Colyton on behalf and as Bailiff of the Trustees  
or Feoffees of Colyton Charity, whom he represents.  
hereinafter designated as the Vendor of the one part, and

Alfred Maynard - of Taunton as Agent for and on  
behalf of the Seaton and Beer Railway Company, hereinafter called the Company of  
the other part

By virtue of the powers and subject to the Provisions of the Seaton and Beer  
Railway Act, 1863, and the Public Acts incorporated therewith, the said Vendor

*the said Trustees or Feoffees*  
on behalf of ~~self~~ and all persons whomsoever having any estate or interest in  
the hereditaments hereinafter mentioned, agrees to ~~sell~~ <sup>exchange with</sup> to the said Company, and  
the said Company by their Agent agree to purchase, at or for the price or sum of  
*exchange with the said R. W. Higgins eleven perches of Land which the said Co  
have purchased of Sir Geo. Geo. Reeves de la Pole for eleven perches belonging to  
the abovesaid Trustees or Feoffees of Colyton Charity & which are required  
for the proposed Railway and*  
*is* intended to be taken and used for the purposes of the Railway, containing  
~~acre~~ ~~rod~~ and // perches, with all mines, minerals, easements, and  
appurtenances thereto belonging, situate in the parish of *Colyton*  
in the County of *Devonshire* in the occupation of *Samuel Mills*

which said piece or parcel of Land, Hereditaments, and Premises above described  
*is* part and parcel of certain Lands and Hereditaments numbered *70* on the

*Company plan.*

and delineated or described on or in the  
Plans and Books of Reference thereto, relating to the said Railway, deposited by the  
said Company in the Office of the Clerk of the Peace for the County of Devon,  
at Exeter, and are also mentioned and set forth in the Schedule hereunder written  
and coloured red on the plan annexed.

The said Vendor agrees to make out a good title to the said premises, as  
freehold of Inheritance

in fee simple in possession, and free from all incumbrances,

and to deliver an abstract of  
Title when thereunto required, but to incur no expenses as to Title or otherwise,  
until shall be so required by writing from the Secretary or Solicitors to the  
Company. The purchase money and all costs of the said Vendor, allowed by the  
said Act or Acts therein recited or referred to, incurred after such requisition as is

*Copy*

last referred to, to be paid by the said Company so soon as such Title shall be made out and a proper conveyance prepared and executed.

Possession of the said purchased premises to be given to the said Company on payment of the said purchase money, or possession may be taken before such payment, the said Company in that case hereby agreeing to pay interest on the purchase money at the rate of four pounds per centum per annum from the time of entry until the said purchase money is paid.

The said purchase money to comprise compensation for the entire value of the land, and for all damages done to the remaining estate of the said Vendor, occasioned by severance or otherwise in the construction of the said Railway, which could have been awarded by a Jury in case the value of such land and compensation for damages had been settled by the verdict of a Jury, according to the provisions of "The Seaton and Beer Railway Act, 1863," or of the Public General Acts incorporated therewith, or any of them, and also compensation for all bridges, arches, roads, or crossings, which, under the provisions of the same Acts, or any of them, could or might have been required by the said Vendor to be made over, under, or across the said Railway.

If the measurement of the Land as above stated shall be found inaccurate, a proportionate addition or allowance shall be paid or allowed by either party as the case may be.

In case the said Company shall require to purchase any more Land of the said Vendor, adjoining or near to the Land above described, and hereby agreed to be sold, they shall be entitled, if they think fit, to purchase the same at the same rate per acre as that at which the above-mentioned Lands are sold, and so in proportion for a greater or less quantity than an acre.

That if from any disability or incapacity the said Vendor shall not have power to sell and convey the said land and premises, except under the provisions of the several Acts in that behalf made, the amount of the said purchase money and compensation shall be ascertained and determined by *Alfred Maynard* nominated on behalf of the Company, and

nominated on behalf of the Vendor (practical Valuers, or their Umpire), pursuant to the said Acts

*And the said R. H. Higgins hereby further agrees on the behalf of the said Trustees or Feoffees to purchase of the said Company the residue of No. 11 on the East of the said Railway after deducting therefrom the said Eleven perches exchanged for the Eleven perches of No 70 as aforesaid and to pay to the said Company for each residue after the rate of £100 per acre ~~being the same price as his property~~ ~~which said purchase is to be completed at the time the said Deeds are prepared to execute such~~ exchange*

As witness the hands of the said parties the day and year first above written.

WITNESS.

*John Sampson*

*July 25 1863*  
*R. H. Higgins*  
*Chairman of the said Com. & also Bailiff of the*  
*Said Trustees Subject to the approval of the*  
*Charity Commissioners*  
*Alfred Maynard*  
*Subject to the approval of the Trustees of the 20 Co.*

N.B.—The Abstract of Title required by the Company is such an Abstract of the last Deed or set of Instruments as will be sufficient to show who are the proper parties to receive and convey; and in setting out the parcels, it is requested that the description be limited to the property intersected or taken.

Powers and Trusts in Abstracted Deeds, which are not to be acted upon, or which are not material to this sale, are not to be abstracted, and attendant, or satisfied terms are not to be noticed.

*Copy*

THE SCHEDULE ABOVE REFERRED TO.

Parish of *Colyton*

No. on Plan.	Description of Hereditaments.	Tenure.	Occupier.	Quantity.		
				A.	R.	P.
70.	part of a meadow Field called <i>Lye</i> Lane Close.	Freehold	<i>Samuel</i> <i>Smith</i>		0	11



Seaton & Holyton Feoffees

Stogumber, Taunton.

18 April 1868

Dear Sir

I sent Mr Meir a copy of your letter of the 9<sup>th</sup> inst, & asked him to measure the piece of land taken by the Company from the Feoffees. An answer is a copy of Mr Galbraith's answer.

Deducting 12 perches from 46, there remain 34 perches, which at  $12/6$  come to £21. 15. 0 - and

I shall be obliged by your sending me a cheque for

that sum. Yours truly

W. R. Brijniss  
Colyton Devon

(Copy)

London, 1 Victoria Street  
Westminster 16 April 1868  
S.W.

Seaton and Beer Railway  
and  
Colyton Feoffees

My dear Sir

Mr Meir has handed me yours of the 9<sup>th</sup>.

It is quite impossible for the Surveyor of the Feoffees or any one else now to measure the land taken by the Company in No 70 inasmuch as the boundary fence is wholly obliterated, being covered by the Railway Embankment.

I have however done all that it is possible to do under present circumstances viz: to measure the width of ground occupied by the Railway at the spot in question, and to check the calculation of the acreage on the Plan. With respect to the first test I find the width actually taken is less than the measurement on the Plan. With respect to test No 2 I find that by careful Calculation 0.0.11 might have been more correctly stated as 0.0.11  $\frac{3}{4}$  but inasmuch as the width taken is a little less than the plan shews I believe that 0.0.11 is really what has been taken, as this is an exchange however you might to settle the question give 0.0.12.

Yours &c

Wm R. Gallbraith

C. E. Rowcliffe Esq.

1868 April 23<sup>d</sup>

Received of the Peopes  
of the Colyton Charity  
Twenty pounds in  
full of the £21.15.0  
above mentioned.

£20



C. E. Rowcliffe  
Secretary of the  
Leaton Moor Railway  
Company

# Seaton and Beer Railway.

1864.

Land belonging to Feoffees of Colyton Charity.

Land required for Railway (Colored Red) =

County of Devon

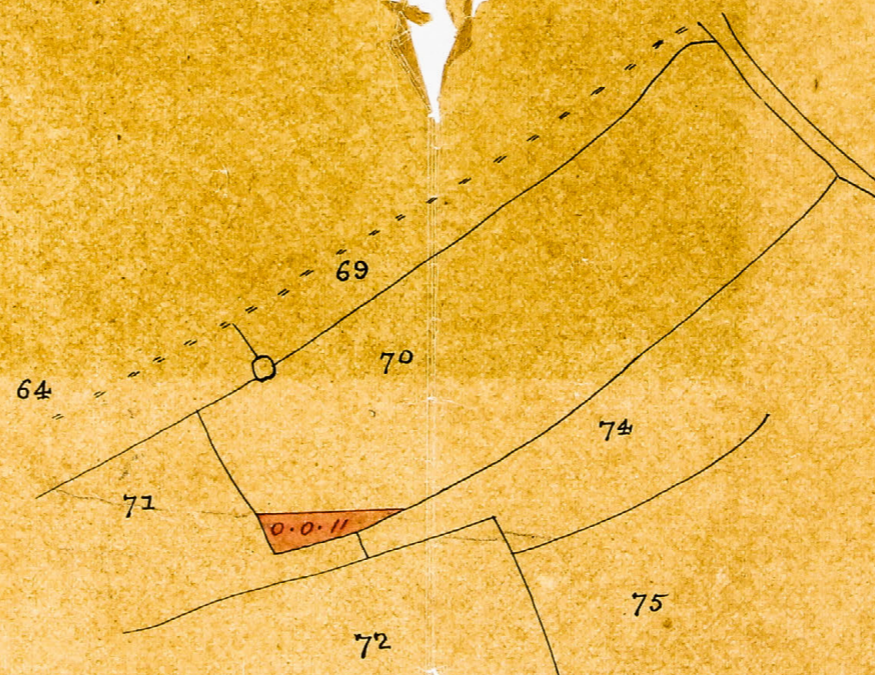
Parish of Colyton.

Scale three Chains equal to one Inch.

Land occupied by Samuel Mills.

A. R. P.

0 . 0 . 11



Memorandum of Agreement  
made between the Colyton  
Feoffees first part  
and the second part  
Robert White Higgins  
Bailliff



I the Undersigned do Agree to take and  
Rent of the Colyton Feoffes for a Term of  
three Years from Lady Day 1774 All that  
Pasture Field called Rack Close Also a  
Dwelling House Garden two Orchards Stables  
Gig House Cow Sheds &c Situate in Colyton  
in the Parish of Colyton Devon now in the  
Occupation of Mr Bentley I also further Agree  
to give the Above Named Feoffes Twenty five  
Pounds per Year for the Above named Premises  
to pay all Rates and Taxes (Land Tax excepted)  
And to pay my Rent Quarterly (viz) Midsummer  
Michaelmas Christmas and Lady Day no part  
of the Premises to be aliened without the consent  
of the Feoffes Dated this 23<sup>rd</sup> March 1774  
one thousand Eight Hundred and Seventy four

Witness Robert White Higgins  
Bailliff

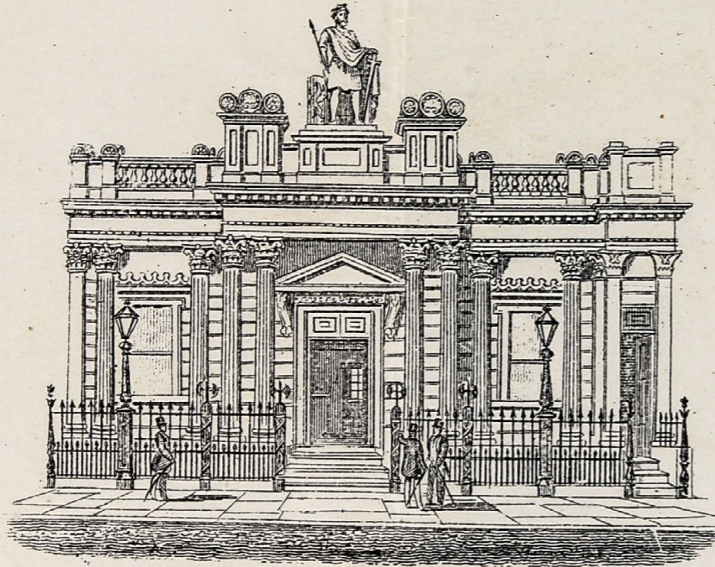
Charles Garham

An Estimate for proposed work to be done at Mr W Parkes Honiton

To repair the Stucco to the front of the House & Shop window  
& make one piece new Framing under higher window & repair  
the other side, with all new Skirting & new plinths each side  
the passage Door to do away with the piece of Framing  
in front of Shop Door & return one new Shutter each side  
of the Door & make two new Shutters for the Doors &  
Splice & repair all the other Shutters that require it To  
paint down the front wall & windows with two coats of good  
oil paint & paint & gild the window & Shutters as before  
I will engage to do the work in a workmanlike manner The Stucco  
& woodwork for the sum of Three pounds eighteen  
shillings & the painting for the sum of five pounds

£ 8-18.0

R Robins



WEST OF ENGLAND  
FIRE AND LIFE INSURANCE OFFICE.  
EXETER.

Office in London, 20, Bridge Street, Blackfriars.

Colyton Lady-day 1874

FIRE POLICY No. 189059

SUM INSURED £ 470

PREMIUM £ " 12 " 3

Received of Mr. The Feoffes of Colyton

the Sum mentioned in the Margin for the Renewal of the  
said Policy for one Year from LADY-DAY 1874

J. Drower Esq. Agent.

NB. Life Insurances effected at Reduced Premiums and the Insured participate in the Surplus every 5<sup>th</sup> Year.

Reg  
Fol

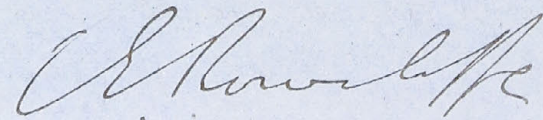
## The Seaton and Beer Railway

In pursuance of the provisions contained in the several Acts of Parliament undermentioned passed in the reign of Her present Majesty Queen Victoria and intitled respectively "The Seaton and Beer Railway Act 1865" and "The Lands Clauses Consolidation Act 1845" The Seaton and Beer Railway Company established and incorporated by the said first mentioned Act hereby give you notice that they the said Company require to purchase and take for the purpose of the Seaton and Beer Railway Undertaking by the said Acts or one of them authorized to be constructed, the lands tenements and hereditaments described and delineated in the Schedule and Plan herewith annexed. And that the said Company are now willing to treat and agree for the purchase thereof, and of all subsisting leases, terms, estates and interests therein, and as to the compensation to be made to all parties, for the damage that may be sustained by them by reason of the execution of the works of the said Railway. And further the said Seaton and Beer Railway Company hereby demand from you, and require you, before the expiration of twenty one days next after the service of this Notice to deliver or cause to be delivered to the said Company at the Office of Mr. Charles Edward Howeliff at Stogumber near Taunton Somerset a statement in writing of the particulars of the estate share interest or charge in or upon the said lands tenements and hereditaments which you claim to be entitled to or to be authorized to receive satisfaction and compensation for, and of the injury or damage that may be sustained by you and of the amount of the sum of money which you may be willing to receive in satisfaction and compensation for the value of such lands and hereditaments and such estate share interest or charge and for such injury or damage respectively; And that you are hereby also required within the same period to deliver or cause to be delivered to the said Company or their Agents at the said Office a true schedule or list in writing of all the instruments by which you propose to establish your documentary title to any of the said lands and hereditaments or to any estate or interest which you have or claim therein or which may in any manner entitle you to payment or compensation under the said Act or Acts; and that you state in whose custody the said instruments respectively now are in order that the said Company or their Agents may be at liberty to inspect the same instruments or any of them.

Dated the fifth ——— day of December 1864

To

The Feoffees of Colyton  
Charity.



Secretary to the said Seaton and Beer  
Railway Company.

and to all and every person and persons  
whom it may concern

In order to assist you in complying with the provisions of the Act a Schedule of  
Claim to be filled in and signed by you is annexed to this Notice.

The Schedule  
referred to in the foregoing Notice

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All that piece or parcel of land

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delimited on the plan hereto annexed and therein colored red as the same  
is now or is about to be staked or set or otherwise marked out for  
the purposes of the before mentioned Railway, containing  
by admeasurement Eleven perches  
be the same more or less situate in the Parish  
of Colyton  
in the County of Devon and now or late in the occupation of Samuel  
Mills

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All which hereditaments and premises above described are part and parcel  
of certain lands tenements and hereditaments delimited in the Parliamentary  
Plans and described in the Books of Reference thereto deposited by the said Seaton  
and Beer Railway Company with the Clerk of the Peace for the County of Devon  
and in such plans and books of reference distinguished by the number 70.

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in the said Parish, together with all houses outhouses buildings ways paths  
passages, trees, woods, underwoods, hedges, fences, ditches, rights members and  
appurtenances whatsoever to the same land and premises above described and  
intended to be purchased belonging or in anywise appertaining.





# Seaton and Beer Railway.

1864.

Land belonging to Feoffees of Colyton Charity

Land required for Railway (Colored Red) =

County of Devon

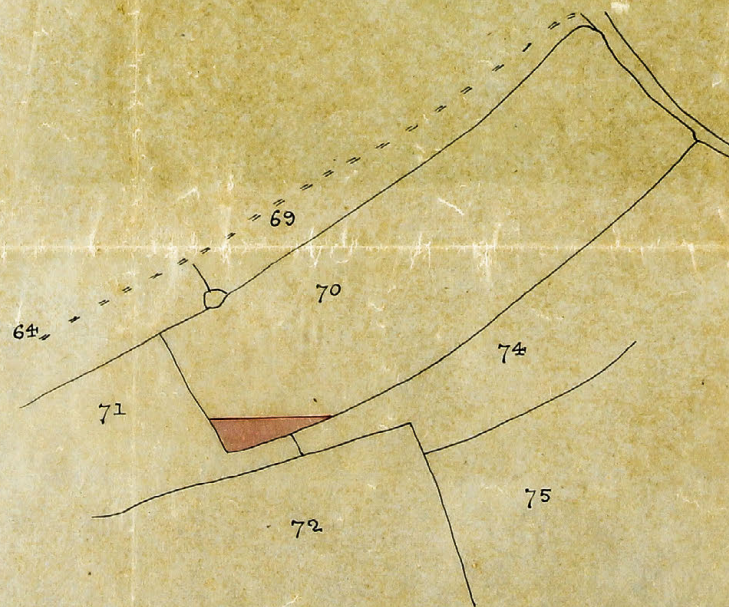
Parish of Colyton.

A. R. P.

0 " 0 " 11

Scale three Chains equal to one Inch.

Land occupied by Samuel Mills.



*C.D. Howells*

Reg  
Fol

*The Seaton and Beer  
Railway*

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*Notice*  
to  
*Deliver Particulars  
of Claim*

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*Wagon & Carriage  
Company*

*Mr Higgin*

*Radcliffe & Davies  
20 Craven Street  
London  
Solicitors*

Anse. Feb 6<sup>2</sup> - 1563

Gentlemen

I should have come over to the Election  
of a Master, but owing to an injury from overworking  
I am unable at present to take so long a journey  
Allow me to propose the Rev<sup>d</sup> Mr Guericke as  
I am of opinion that the Master should be a  
Churchman and that any other would be contrary to  
the intentions of the Original donors of the Charity.  
I also think that he has a great claim for the trouble  
and expense he has been at in establishing a National  
school, and it would greatly tend to the good education  
of the rising Generation to be superintended by a first  
class man, I am perfectly sure he will do his duty  
and that under his direction the Grammar School will  
become again a first rate one, Allow me then once more

To express my wishes for his success, I do not think  
you can find a better man -

I have the honour to remain

Gentlemen

Yours very sincerely

John de la Pole

To The Feoffees of Colyton

EXETER,

18th August, 1884.

Gentlemen,

I am directed by the County Rate Committee to request you will supply them with the following Return.

1. A List from the Poor Rate of your Parish of the several Properties newly added to your Parish under the "Divided Parishes Acts," and shewing the Parishes from which taken, and the gross and rateable value.
2. A List of the Properties taken from your Parish under the powers of the same Acts and added to other Parishes, with the names of such other Parishes, and the gross and rateable value.
3. The Amount at which the Tithe Rent Charge for the whole of your Parish is assessed.

*Tithes 460 20*  
*Comm 600*

I enclose a printed form which the Committee will thank you to fill up with the required particulars, and return to me as speedily as you possibly can.

I am, Gentlemen,

Your obedient Servant,

T. E. DRAKE,

*Clerk to the Committee.*

*The Overseers of the Poor*

*Parish of*

*Colyton*

on the Dressed  
Packets Enclosed  
order & reply <sup>The</sup> For  
Saturday Next

Copy of assessment  
sent July 18 1885

Overseers of the Poor

Collyer



Colyton

Febry 16<sup>th</sup> 1885

Sir

Referring to your  
favour of Aug<sup>t</sup> 18: 84 I  
now beg to hand you Copy  
of the Assessment which  
will be <sup>deducted</sup> ~~deducted~~ from our  
parish Rate & added to  
Southleigh The Tithe  
Remainer before the Parish  
of Colyton

Treasure #60  
Recd Com<sup>s</sup> 600  

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1060

J. J. Drake Esq



*Honble*  
Mr. Eyres Copy of  
Letter to Mr. Eyres on  
Mr. Matthews Building

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Mr. W. L. Gill  
Bailliff to the Feoffees.  
Colyton  
Arminster

