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Copy

1 John Street
Bedford Row
W. C.

22nd October 1883.

Dear Sir;

The Feoffees of Colyton, Devon
and Mr. Matthews and others.

On behalf of Mr. Charles Lewis Eyre of 22 Surrey Street, Strand who is absent from town to whom this matter has been remitted by the Chamber of Feoffees and 20 men of Colyton to attend to, we have to communicate to you that we have perused the ^{between you and Mr. Gill the Bailiff of the Feoffees} correspondence which took place in the months of July and August last, and we cannot agree to the terms of your letter of the 17th August last, in reply to the letter of Mr. Gill giving you the result of the resolution passed at ^a meeting of the Chamber of Feoffees of the 3rd August last.

In our opinion the concession so made to your clients was most liberal, and really beyond what we think they, as Trustees of a public charity, were quite justified in granting. They, however, are willing to abide by it, provided that it is at once accepted, and a proper deed prepared between the Feoffees and your clients, at your clients expense.

There is no evidence whatever that would shew that the ancient building belonging to the Feoffees was not a separate and distinct building, and granted that the building that was burnt down about 40 years ago may have gained some right of lean to against the building, that right has been entirely lost through lapse of years.

With reference to the remarks in your letter of the 17th August last, addressed to Mr. Gill

1

That the building of your clients is an improvement to the town, this may be so, but it might equally have been an improvement to the town without touching the ancient building belonging to the Feoffees, which had its own distinct character, and which the new building has encroached upon, and most certainly the way in which the new building has so encroached, when viewed from the Churchyard, has considerably destroyed its character, and we might dilate further upon this, but it would go beyond the business character of our letter.

With regard to the subject of entering to make repairs from the adjoining property, as far as we can gather particulars this can have nothing to do with the matter now between us. We quite reciprocate the feeling that it is undesirable to enter upon a litigation between your clients and the Feoffees, and therefore, without prejudice to any further steps or proceedings which the Feoffees, in case of no arrangement being come to, should think fit to take, we have to offer you again the terms of the concession made by the Feoffees at their meeting held on the 3rd August last and request your early attention to the matter.

If you agree to carry out the terms of the Concession the better way would be for Mr. Charles Lewis Eyre to prepare a deed, and for this purpose he would require to have the particulars of all the parties who are interested in the property

W^m Every Esq^r
Honiton
Devon.

Yours truly
G. P. Eyre Esq^r

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copy

Honiton

24th October 1883.

Dear Sir:

Matthews
and
The Feoffees of Colyton

I have submitted your letter of the 22nd inst: to my client (Mr Henry Matthews who practically represents all the parties sui juris beneficially interested - he is quite satisfied that the rights of the Feoffees have not been in any way infringed upon and it is manifest that even if your Clients are right in their contention the new building is in no way detrimental, but rather a protection to their adjoining property the Feoffees would I consider be exceeding their prayers by in terms conceding any advantages which would be at all prejudicial to the Charity properly and I cannot therefore recommend any expense to be incurred in coming to what promises to be an inconclusive arrangement especially as by an outlay of small amount (in comparison with the extra cost of successful litigation) the new building can be kept entirely clear of the projecting masonry in dispute and I have advised that if the Feoffees persist in the removal of the bearings and the curtailment of the overhanging roof the better course will be for the new building to be made independent & complete in itself - your Clients ought however to understand that by the erection of a new wall there will be a small unoccupied space which will probably not be advantageous to either property and of course they cannot expect to have the privilege of entering upon my Clients premises for any purpose connected with their own by accepting the proposition in my letter to the Bailiff of the

14th August last and forbearing to interfere with the existing state of things the Feoffees would gain a positive admission of right by the small yearly acknowledgment, their building would continue to be protected, and they would also secure the privilege whilst not interfering of entering upon the adjoining premises for all reasonable purposes connected with their own - and I altogether fail to see what advantage the Feoffees will gain by taking a course which must cause an old Colyton family to be put to an expense that might well be avoided and also an interference for a time with a new branch of industry for the town in connection with an established business. Mr. Matthews with prudent foresight wishes to avoid the expense of any further correspondence between the Solicitors and I am directed to ask you to consider that this letter conveys the conclusion which has been come to. I of course write without prejudice.

Yours truly
W. Every

Messrs L. P. Eyre & Co.
1 John Street
Bedford Row
London
W.C.

Enclosure

E.

1, JOHN STREET, BEDFORD ROW

LONDON, W.C.

26th October 1883.

Dear Sir,

Matthews & The Feoffees of Colyton

We beg to send you copy of our letter to Mr. Every, and of his reply.

To our Mr. Eyre the reply is quite unintelligible:

First: Mr. Every can never have seen the premises, or otherwise he could never repeat his client's view that the rights of the Feoffees have not been in any way infringed. -

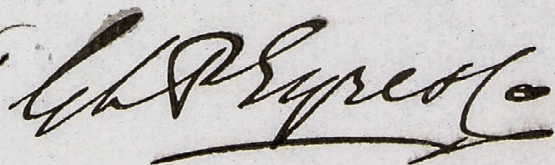
Secondly: He cannot see how the new building can be kept clear of the Feoffees' house by the "removal of the bearings and the curtailment of the overhanging roof." -

Thirdly: The "small unoccupied space" between 2 adjoining houses is a matter of constant occurrence, and appears to Mr. Eyre a very weak point for Mr. Every to put.

Fourthly: The offer of the privilege of entering upon Mr. Matthews' premises for any purpose connected with the buildings you will observe was not dealt with in our letter. -

We do not think that it should for the present be mixed up with the question of the trespass, and upon this head we should like to have more positive information. We cannot understand the Feoffees not having a right to enter to repair their own building - Such buildings must have had eminent rights of approach on all sides we conceive, but upon this point we should be glad of further information. - The last paragraph of Mr. Every's letter is one which, as men of business, we can only smile at. It is absurd to write in such a way upon such an important matter. -

Yours truly,



Mr. W. L. Gull,
Bailliff to the Feoffees,
Colyton, Axminster

Stogumber, Taunton.
25 March 1868

Dear Sir

The piece of land, part
of No 703 on the Colyton Tithe
Map, purchased by the Seaton and
Beer Railway Company from Sir John
Pole, and now held by the Colyton
Teesees contains 1 rood & 6 perches.
Of this 11 perches are exchanged by
the Company with the Teesees for
the piece of land part of No 704
taken by the Company from them.
For the remaining 35 perches the
Teesees are to pay the Company
at the rate of £100 an acre - viz - £22.

It is scarcely worth while for
either party to incur the expence
of deeds for so trifling a matter.
And if you will be good enough
to remit me the £22, the
affair may be considered as
settled, and the Company
will forego their claim upon
the Teesees for Interest.

I am Dear Sir

Yours truly,

C. Rowcliffe

W^r M. Higgins
Colyton Devon

Dated 16 February 1870

The Feoffees of Colyton

— and —

Mr. J. H. West

Agreement

Memorandum of Agreement

made and entered into this Tenth
day of February one thousand eight hundred
and seventy five Between the Feoffees of
Colyton in the County of Devon of the
one part and Frederick Henry West
of "The Wheelers Arms" Farringdon Road in
the County of Middlesex of the other part

Whereby the said Frederick Henry West having
recently built on a wall belonging to the said Feoffees forming
the boundary of the garden in the occupation of Mrs Williams
in the parish of Honiton in the said County of Devon hereby
agrees to remove the said encroachment whenever required to
do so by the said Feoffees, And further to pay to them the
said Feoffees the sum of Six pence yearly as an acknowledgment
that the said wall so built upon is the property of the said
Feoffees And further that he the said Frederick Henry
West will not erect or put out any Window in the said
Wall without the previous consent of the said Feoffees and
also that he will provide, erect and keep in repair at
his own expense, shooting to carry off the water of the eaves
dripping As witness the hand of the said Frederick
Henry West the day and year first above written

Signed by the said Frederick
Henry West in the presence
of
Benjamin M^r Carter
add^y Superintendent
occup^y Corporation Buildings



To Mr. John Richards Bailiff.

As Agent for and on behalf of Sir Edward
Marwood & Son Baronet William Tre Lawney
Hallett Esquire Harry De Spencer Kingdon
Esquire The Honorable Mark Rolle Sir William
Edmund Pole Baronet George Lewis Phipps Esqre
Gentleman John Imprey Scarbrough Esquire &
Sydenham Henry Peppin Esquire Frederick
William Washington Kingdon Esquire. The &&
Reverend Mamerlo Gwilt Clerk in Holy Orders
and John Bampfylde Kettle Bookbinder Feoffees of
the Farm and Lands called Lovehayne and
Buddeshayne situate and being in the Parish of
Colyton in the County of Devon I hereby authorize
and require you to distain the goods and chattels
and also the cattle in and upon the said Farm
and lands in the occupation of Samuel Palmer
for One hundred and fifty seven pounds four
shillings and ninepence being the balance of One
years rent due to the said Feoffees for the said
Farm and Lands on the twenty fifth day of
December last and to proceed therein for the recovery
of the said rent as the law directs But you are
hereby expressly prohibited from taking any
property not legally liable to a distress for rent
Dated this first day of January One thousand
eight hundred and seventy nine.

Francis Stokes

Agent of the said Feoffees duly
authorized

Tettenhall Coll:

Wolverhampton.

3 June 1879.

To the Feoffee of the Grammar School, Colyton.

Gentlemen,

I beg to offer myself as a candidate for the Head Mastership of your school.

It will be unnecessary for me to state my experience & success as a teacher, for my testimonials will furnish you with full particulars on that head; but, I would draw your attention to the fact, that I have held my present appointment more than five years -

From my various experience in public and private schools, I feel competent to prepare boys for either a professional or commercial life -

My age is thirty-two years - I am a member of the Church of England -

Should you do me the honour of electing me to the vacant post, I shall use every

effort to promote the welfare of your school.

I am, Gentlemen,

Your obedient servant,

W. M. Ellis.

Estimate by Colyton sept. 26
1882

Thos Cunnning to the Feoffees of
Colyton for supplying and laying a
quantity of stone according to plan
The stone to be of Redbury stone
The work to be done in a work
man like manner for the sum of
Twenty one pounds Thos Cunnning
Mason Colyton

Estimate by Colyton sept. 26
1882

Thos Cunnning to the Feoffees of
Colyton for supplying and laying a
quantity of stone according to plan
The stone to be of Heinton stone
The work to be done in a work
man like manner for the sum of
Twenty one pound Thos Cunnning
Mason Colyton

RECEIPTS and EXPENDITURE for the Year ending Lady-day 1879.

Dates.	RECEIPTS.	£	s.	d.	Dates.	EXPENDITURE.	£	s.	d.
Colyton	Samuel Palmer	210	"	"	Colyton	Water Bailiff Salary	78	0	0
	" S. A. Sellev	82			"	Carpenters Bills	14	16	11
	Garden Photo	10	11		"	Thatching & Rea	9		
	3 Cottages Colyton	15	15		"	Masons Bills &	19	5	7
	Land &	2			"	Blacksmith & Plumber	10	3	8
	Fair & Markets	5			"	Manual Labour	11	12	2
	J. Dav	25			"	Car & Cart	24	4	2
	Hunter		15		"	Schoolmaster Salary & Books	50	16	
	Bains & School Board	2			"	Bailiff Expenses Honiton		13	
Shute	R. Dommett	38			"	John Richards 36 Days at Leeches	4	10	
Sidbury	Trish	2	10		"	Sights		1	6
Ottery	Flour		10		"	Advertising & Books	1	17	7
"	Car	10			"	Potatoes for Poor	50	"	"
"	Godfrey	14			"	Furn & Steamy Room		13	6
"	W. G. Smith	23			"	C. L. Eye for New Seed	15	15	
"	Mr Hamlin	6			"	Gas for Public Lamps	34	"	"
Honiton	W. Clarke	25			"	Hospital & Eye Infirmary	7	7	
"	Mary	7			"	Poor rates & Land Tax	17	5	16
"	Trott	20			"	Fire Insurance	10	14	6
"	Stone	12			"	Coal given to Poor	49	12	
Colyton	Chard	9	10		"	Soup Kitchen	20		
2"	Hooper	8			"	Audit & Postage Stamps		5	2
3"	Mundy	5			"	Bailiff Salary	20		
4"	Goddard	3	4		Shute	Land Tax & Repairs Leeches	4	6	9
5"	Goddard	3	4		Ottery	Chief rent 2 2/6 & 1/6 upon 2-17-6	3	6	
6/7	Goldsworthy	5	4		"	Repair		17	6
8	Baird				Honiton	Mason & Plumber	21	7	5
9	Hanslake	1	19		"	Carpenters	69	10	9
10	Moore	1		3	"	Painting	6	5	11
11	Jubane	3	4		"	Repairs	2	10	6
	Use of Froppe House	3			"	Poor rates & Land Tax	7	3	11
	Bank in Bank last Audit	27	14	11	"	Repair		12	
	Interest on £			3	"	Car		1	4
		£587	4	2	"	Bank in Bank		29	5
							£587	4	2

RECEIPTS and EXPENDITURE for the Year ending Lady-day 1878.

Dates.	RECEIPTS.	£	s.	d.	Dates.	EXPENDITURE.	£	s.	d.
Colyton	Samuel Palmer	84	0	0	Colyton	Water Bailiff Salary	8	0	0
	W Seller	82				Carpenters Bills	82	14	10
	Garden Mts	10	11			Masons &	90	18	6
	Cottage Colyton	5	5			Blacksmiths & Reed for thatching	44	5	10
	do &	5	5			Plumber & Four Shill	10	9	8
	do &	5	5			Manual Labour	5	6	8
	Lovring	2				Schoolmaster Salary & Proofs	84	16	
	Fairs & Markets	5				Members Expenses Olney & Hornton	3	6	1
	Hutchings	25				Receipt & Postage Stamps	1	5	10
	Hawker		15			Public Lamp & Gas	3	7	11
	Bains Water	1				Air Bed & Shuts	6	13	6
Shute	R Donnett	38				Printing & Stationery	2	2	11
Sidbury	Irish	2	10			Hospital & Eye Infirmary & Fair	7	14	6
Olney	Frankls		10			200 Bags Potatoes	58	6	8
"	Conn	10				Poor Rates & Land Tax	17	11	3
"	Godfrey	14				Fire Insurance	10	14	9
"	Smith	23				Cash given to the Poor	97	11	6
"	Hambler	6				Bailiff Salary &	20		
Hornton	Williams	25				Advertising		10	6
"	Madge	7			Shute	Land Tax & Repairs	3	13	3
"	Tratt	20			Olney	Repairs	13	7	9
"	Stow	12				do	4		
"	Henry & Ballou		2		Hornton	do	7	9	8
"	Chard	9	10		"	do	4	10	10
"	Hooper	8			"	do	6	14	7
"	Mundy	5			"	do	1	12	6
"	Goldhoff & Webber	2	19	6	"	do	1	2	10
"	Gardner		5		"	do	3	14	4
	Goldsmith	5	4		"	Land Tax	2	19	9
	Hartlett	2	17			Cash in Bank	27	14	11
	Miller	3	4						
	Ireland	3	4						
	Chy. W. Daws Repair	35							
	Garham	5	5						
	Cash in Bank last Audit	112	6	2					
	Interest on do	1	4	8					
		£633	2	4					
							£633	2	4

RECEIPTS.			EXPENDITURE.		
Dates.		£ s. d.	Dates.		£ s. d.
Colyton					
March 25	Mr W. Dawe	158 0 0	March 25	John Richards Salary 8.0.0 Oct to Nov	8 13 0
	Mr Sellar	22	"	Carpenters & Masons Bills	111 17 3
	Garden Plots	10 10	"	Blacksmiths do	13 10
	Joseph Sweetland Junr	5	"	Ironmonger 1/4 Manual Labour 3.4.1	4 3 5
	J Sweetland Senr	5	"	School Master Salary & Board School	13 13 5
	David James	5	"	Repairing Church & Public Path	3 17
	Mr Lark Lovridge	2	"	Printing & Stationary	4 11 2
	John Richards	5	"	Plumber & Glazier	28 7 9
	Mr Farham	12 10	"	Bradford 2.0.9 Soles 1/17 Trenching	2 18 10
	Mr Hawker	15	"	Advertising for Candidates for School & Postage Stamps	4 4 11
	Mr Trevelyan	1	"	Railway fare for Candidates	25 8 7
	Miss White	1	"	Railway fare for Members to Honiton	1 5 5
	School House	" " "	"	Subscription Devon & Exeter Hospitals	2 2
	Engine House	" " "	"	Chequer Books & Poor rates 2.10.0 Land Tax	15 15
Shute	Mr Donnemett	31	"	New Desks & forms for School	10 3
Sidbury	Mr Irish	2 10	"	Fire Insurance	10 14 9
Ottery	Mr Franks	10	"	Mr Tett for grate & fixtures	4 4
"	Mr Barr	10	"	200 Bags Potatoes a 4/8 1/2 per Bag	67 1 8
"	Mr Godfrey	19	"	Subscription for Gas Public Lamp	20
"	Rev G. Smith	23	"	Bailiffs Salary & Expenses	20
"	Mr Hamlin	6	Shute	Land Tax	14 3
Honiton	Miss Williams	25	Ottery	Disbursements	19 3
"	Mr Madge	7	Honiton	Mason Bill 9.4.0 Carpenter 10.1.2	19 5 2
"	Mr Pring	20	"	Ironmonger & White Smiths Bills	7 8 7
"	Mr Stone	12	"	Plumbing Glazing & Painting	6 12 6
Colyton	Mr Shave	9 10	"	Land Tax & Poor Rates	6 7 7
2	Mr Hooper	8	"	Cash to the Poor at Colyton	72 13
3	Mr Mundy	5	"	Mr Pring Disbursements	10
4	Mr Webber	3 4	"	Cash to the Poor at Colyton	13
5	Doit		"	Mr Richards, Carpenter Bill Honiton	23 18 5
6 & 7	Mr Goldsworthy	4 12 9	"	Postage & Receipt Stamps	5 6
8	Doit		"	Balance in the Bank	81 17 3
9	G. Mead	2 2			£605 10 9
10	J. Manby	2 11 6			
11	Ircland	3 4			
	Cash in Bank last Audit	113 11 6			
		£605 10 9			

An Estimate for perposed work to be done at Mrs Traus Slaughters House
Houston

To take down the present End wall & rebuild it to take the Roof. To take
down the old Roof & fix new Deal Roof with Two pair new principals
& carry ends of Beams & Rafter into the gummy wall & lay Red
Deal Bottom for to take loose gutters & Stop in wall between Rafters
& Cover Roof with Dun color Tiles & new Ridge Pelt Take down
Shutting & re fix Do & make good the Boarding to Roof I will engage
to execute the work in a sound & satisfactory manner for the
Sum of fifteen pounds twelve shilling & six pence

£15-12-6

As to Cover ~~over~~ the Roof with Slatt which I would recomend
to be done as the Roof must be risen one foot higher in the
centre to take the Tiles as it is very flat now & Slatt would
come the same price for the sum of five pounds more
or at Valuation when finished

R. Robins

Colyton Grammar School
August 1880

To the Chamber of Feoffees, Colyton.

Gentlemen,

I have much pleasure in reporting that this School, which has now been under my charge for a year, has, during that time, been steadily increasing in numbers; so that there are now 30 boys on the books, of whom 27 were in attendance last Term. This is inclusive of the 6 Free Boys, who, I am glad to say, have been thoroughly well conducted, regular in attendance, and, on the whole, have made good progress in most of the subjects taken. I must however say that I find the majority of the boys from this district are extremely backward - Reading, Writing, and Spelling being especially bad.

I hoped to have had an Examination of the School by a properly qualified Examiner before the end of the last Term, but as the Hay-harvest approached so the boys were kept at home to assist, and I therefore thought it would be better to ask the Chamber to appoint an

Examiners for the early part of December next
so that we may have as few absentees as possible

I remain, Gentlemen,

Yours very truly

Jas: Fowler

Master

Colyton 24th Dec^r 1886

Gentlemen

As instructed by you I measured the wall lately erected at Mr Tower's garden and found it a few feet more than charged for.

The part at the end of the garden was erected too late in the year and is consequently blistered by the frost.

Mr Newton offers to re-cover this part later on provided you will have all the top of the wall covered or coated with tar.

I must remind you that the drain from this property has not been attended to and would also add that the sanitary state of the yard is simply disgraceful.

In company with Mr Stokes I inspected the premises occupied by Mr Pratt, Butcher, and those behind Mr Chard's. Some slates

from the roof of the Cattle Shed were blown off, and a little of the wall over the door in the back lane had fallen down, in both of these cases we ordered the proverbial "stitch in time"

We were unable to discover the cause of the
smell complained of by Mrs Mundy, but we
found a quantity of mineral oil stored on
the premises, and we beg to suggest that
this matter be placed before the Insurance
Company to ascertain if our policy is thereby
cancelled.

Yours sincerely

Yours sincerely

F W W Kingston

To the Feoffees of Colyton

To The Feoffees
An Estimate By Sam^l Restorick
For Work At Ridgeway

To Put a curb Stone a Cross
the Stream in the Orchard

Repair the Walls the Lower
Side of the Arch by the Shute

Put in Cells & Stakes and Pitches
At the Ends of the Arch by the shute

To Make good the Pitches
Put in Cells & Stakes from
the Shute to the Arch Above Mrs Sungs

To be Pitched ⁱⁿ a good bed of Clay
and Hard Lime Mortar
and Grouted after Pitched
With Hard Lime and Water Sand

For the Sum of £ 7 . 16 0

Sam^l Restorick

Town Clerk's Office.
Honiton 27 April 1892

Dear Sir.

Reck Plots.

I enclose 7 notices
to be served on Mr & Mrs

Clarke. - personally if possible -
one on each -
upon consideration, I think it

is desirable to produce the
deed appointing the present

Trustees. It may be called

for - It is impossible to say
what line the land on the
depth may take.

Yours truly

Geo. Tweed

W Albert Edwards

Colyton.

I have found ^{Palmer's} the paper of
27 April 1891 but there is no
reference to this Cove that I can
see -