

Scaled and delivered by the  
within named James Spurway }  
in the presence of  
Wm. Simpson Colyton Devon  
Shawcross Bard Souceest

Received on the day and date first within written  
of the within named John Otton the Sum of thirty }  
Pounds being the full Consideration Money } 30  
within mentioned to be paid by him to me }  
Witness my Hand  
James Spurway

Attested by  
Wm. Simpson  
Shawcross

Be it remembered that on the Twenty day of October  
one thousand eight hundred and twelve peaceable and  
quiet possession and full Seizin of the piece of Land and  
Hereditaments within mentioned were delivered by the  
within named James Spurway to the within named John  
Ottou To hold the same unto and to the use of the said John Ottou  
and his heirs according to the purport and true Intent and  
meaning of the within written indenture  
in the presence of us whose Names are hereunto  
subscribed

Rich. Little  
Rich. Miller



Mr James Spurway }  
to } Feoffment of a  
Mr John Otton } Piece of Land in  
Colyton

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# This Indenture

made the fifteenth day of May in the year of our Lord one thousand eight hundred and twelve Between James Spurnoay of Colyton in the County of Devon Gentleman of the one part and John Otton of Wotton Fitzpaine in the County of Dorset Gentleman of the other part whereas the said James Spurnoay hath been for a period of twenty years and upwards last past in the quiet and uninterrupted Possession of the piece of Land hereinafter particularly described And whereas the said James Spurnoay hath contracted and agreed with the said John Otton for the Sale to him thereof at the Price or Sum of Thirty Pounds and the same is now intended to be cefeoffed and conveyed to him in the manner hereinafter expressed Now this Indenture Witnesseth that in pursuance and performance of the said Agreement and in Consideration of the Sum of thirty pounds of lawful English Money to the said James Spurnoay in hand well and truly paid by the said John Otton at or before the sealing and delivery of these presents the Receipt whereof the said James Spurnoay doth hereby acknowledge and of and from the same and every part thereof doth acquit exonerate release and forever discharge the said John Otton his Heirs Exors and Adors by these presents All the said James Spurnoay hath given granted cefeoffed and confirmed and by these presents Doth give grant cefeoff and confirm unto the said John Otton his Heirs and Assigns All that piece or plot of land formerly a Garden lying opposite to the Dwelling House and Shop late in the Occupation of the said James Spurnoay bounded on the South by the Street on the North by Lands belonging to the Peoffees of Colyton Parsonage on the East by the School house and on the West by the Church Hatch together with all Erections and Buildings thereupon And the Reversion and Reversions Remainder and Remainders Reuts Issues and profits thereof And all the Estate Right Title Interest and Property Claim and Demand whatsoever both at Law and in Equity or otherwise howsoever of him the said James Spurnoay of in to upon out of or respecting the same and every or any part thereof To have and to hold the said piece of Land and Premises hereby granted cefeoffed and confirmed or mentioned or intended so to be and every part thereof with its appurtenances unto and to for the use and behoof of the said John Otton his Heirs and Assigns forever And the said James Spurnoay doth hereby for himself his Heirs Exors and Adors covenant grant and agree with and to the said John Otton his Heirs and Assigns that he the said James Spurnoay and his Heirs shall and will warrant and forever defend unto and to the use of the said John Otton his Heirs and Assigns the said piece of Land and Premises hereby or intended to be hereby granted cefeoffed and confirmed and every part thereof with the appurtenances against him the said James Spurnoay his Heirs and against all and every other person and persons whosoever lawfully equitably or rightfully claiming or to claim by from through under or in trust for him them or any or either of them In Witness whereof the said Parties have hereunto set their hands and seals the day and year first above written

James



Spurnoay



Dated 3<sup>rd</sup> March 1010.

Mess<sup>rs</sup> Winton, Walter  
& Peter Jun<sup>r</sup>

to

John Inpoy Esq<sup>r</sup>

Release in Fee of Hawksers Orchard in  
Colyford and Assignment of a Term to merge in the  
Brookhold.

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# This Indenture

Between Joseph Winter and Samuel Walter both of Countie Saint Nicholas in the County of Somerset Gentlemen of the first part John Boer the younger late of Colyford in the Parish of Colyton in the County of Devon but now of Saint Georges Hanover Square in the County of Middlesex Gentleman of the second part and John Impoy of Colyford aforesaid Esquire of the third part WHEREAS the said John Boer being seized of the Possession and Inheritance of the Premises hereinafter mentioned did by Indenture dated the fourth Day of April One thousand eight hundred and six

and in consideration of the sum of Two hundred pounds in some grant bargain and sell unto the said Joseph Winter and Samuel Walter their Heirs Executors and Assigns (amongst other Lands) All that Orchard called Hawkers containing by Estimation about half an Acre (be it more or less) situate in Colyford aforesaid and then in the possession of the said John Boer or his Undertenant with the Appurtenances TO HOLD the same unto the said Joseph Winter and Samuel Walter their Heirs Executors and Assigns from the Date thereof for two thousand Years Subject to a proviso for Redemption on the Payment of the sum of Two hundred pounds and Interest at a time therein mentioned and since elapsed AND WHEREAS the said two hundred pounds and all Interest thereon amounting to the sum of thirty nine pounds is now due to the said Joseph Winter and Samuel Walter AND the said John Boer having contracted with the said John Impoy for the sale to him of the Possession and Inheritance of the said Premises at the Price of Two hundred pounds It hath been agreed that the said sum of thirty nine pounds shall be paid to the said Joseph Winter and Samuel Walter in discharge of the said Interest and the sum of fifty pounds in part of the said Principal and that the sum of one hundred and eleven pounds Residue of the said purchase money shall be paid to the said John Boer and that the sum of one hundred and fifty pounds Residue of the said Principal money shall continue on the Remainder of the said Premises so in Mortgage as aforesaid AND that the said Term of two thousand Years so far as concerns the said Orchard shall be merged and surrendered in the Possession and Inheritance of the said Premises NOW THIS INDENTURE WITNESSETH that in consideration of the sum of One hundred and eleven pounds of lawful money of Great Britain (which with the sum of thirty nine pounds and fifty pounds to be paid to the said Joseph Winter and Samuel Walter as hereinafter mentioned is in full for the said purchase money) to the said John Boer paid by the said John Impoy before the sealing and delivering these presents the Receipt of which said sum of one hundred and eleven pounds the said John Boer doth hereby acknowledge and wherein doth acquit the said John Impoy his Heirs Executors and Assigns by these presents ALL the said John Boer NOW granted bargained sold aliened released and confirmed and by these presents NOW grant bargain sell alien release and confirm unto the said John Impoy (in his actual possession now being by virtue of a Bargain and Sale to him thereof made by the said John Boer in consideration of five Shillings by Indenture bearing Date the Day next before the Day of the Date of these presents for the Term of one year commencing from the Day next before the Day of the Date of the said Indenture of Bargain and Sale and by force of the Statute for transferring Uses into Possession) and his Heirs All that the said Orchard called Hawkers containing by Estimation about half an Acre (be it more or less) together with all profits Commodities Advantages and Appurtenances thereto belonging And the Residue and Remainder and Remainders Rents Issues and Profits thereof And all the Estate Right Title Interest Property Trust Use Possession Claim and Demand whatsoever both at Law and in Equity of him the said John Boer of and in the same TO HAVE AND TO HOLD the said Orchard called Hawkers hereby released and confirmed or mentioned or intended so to be with the Appurtenances unto the said John Impoy his Heirs Executors and Assigns To the only proper Use of the said John Impoy his Heirs and Assigns forever AND THIS INDENTURE ALSO WITNESSETH that for the Considerations aforesaid And in consideration of the said several sums of thirty nine pounds and fifty pounds to them the said Joseph Winter and Samuel Walter in Hand paid by the said John Impoy at or before the Execution hereof the Receipt whereof they the said Joseph Winter and Samuel Walter do hereby respectively acknowledge and thereof and therefrom do and each of them doth acquit release and discharge the said John Impoy his Heirs Executors and Assigns by these presents They the said Joseph Winter and Samuel Walter at the Request and by the Direction of the said John Boer testified by his being made a Party to and sealing and delivering these presents UNLESS and each of them shall assign transferred and set over and by these presents DO and each of them NOW assign transfer and set over unto the said John Impoy his Heirs and Assigns All that the said Orchard called Hawkers with its Appurtenances And all the Estate Right Title and Interest of them the said Joseph Winter and Samuel Walter therein and thereto TO THE END AND INTENT that the Residue and Remainder of the said Term of Two thousand Years may so far as concerns the said Orchard become and be merged and extinguished in the Possession and Inheritance of the said Premises hereby conveyed unto and to the Use of the said John Impoy his Heirs and Assigns as aforesaid AND the said Joseph Winter for himself his Heirs Executors and Assigns and the said Samuel Walter for himself his Heirs Executors and Assigns do and each of them doth severally and respectively and not jointly and not the one for the other of them or for the Acts Deeds Heirs Executors or Assigns of the other of them but each of them for himself and for his own Acts Deeds Heirs Executors and Assigns only covenant promise and agree to and with the said John Impoy his Heirs and Assigns by these presents that they the said Joseph Winter and Samuel Walter or either of them have not and have not at any time heretofore made done committed or executed or willingly or unwillingly permitted or suffered any Act Deed Matter or Thing whatsoever whereby or wherewith the said Premises hereby assigned or mentioned or intended so to be are or is may can or shall be impeached or incumbered in Title Estate or otherwise howsoever AND the said John Boer doth hereby for himself his Heirs Executors and Assigns covenant promise and agree to and with the said John Impoy his Heirs and Assigns that he the said John Boer now is lawfully seized of and entitled unto a good and indefeasible Estate in Possession of and in the said Premises and every part thereof with the Appurtenances AND that he the said John Boer now hath in himself good Right and full and absolute Power and Authority to grant and convey the said Lands and Premises with the Appurtenances unto and to the Use of the said John Impoy his Heirs and Assigns in Manner and Form aforesaid AND also that it shall and may be lawful to and for the said John Impoy his Heirs and Assigns immediately to enter into and from henceforth for ever hereafter to hold and enjoy all and singular the said Premises with the Appurtenances and the Rents Issues and profits thereof to receive and take to his and their proper Use without any the Let Suit Trouble Interruption or Disturbance of or by the said John Boer his Heirs or Assigns or any other person or persons whomsoever having or lawfully claiming any Estate Right Title or Interest either at Law or in Equity of in to or out of the said Premises or any part thereof AND that he the said John Boer his Heirs and Assigns and all and every other person or persons having or lawfully claiming any Estate Right Title or Interest either at Law or in Equity of in to or out of the said Premises hereby granted or mentioned or intended so to be by from or under the said John Boer his Heirs or Assigns or any other person or persons whomsoever lawfully claiming or to claim the said Premises shall and will from Time to Time and at all Times hereafter at the Request Costs and Charges of the said John Impoy his Heirs or Assigns make and execute all and every such further and other lawful and reasonable Acts and Things Consequences and Assurances in the Law whatsoever for the better and more effectual conveying and assuring all and singular the said Premises with the Appurtenances unto the said John Impoy his Heirs and Assigns as aforesaid according to the true Intent and Meaning of these presents as by him the said John Impoy his Heirs or Assigns or his or their Counsel shall be advised devised and reasonably required AND Lastly that he the said John Boer his Heirs Executors or Assigns shall and will from Time to Time and at all Times hereafter at the Request Costs and Charges of the said John Impoy his Heirs Executors or Assigns (unless hindered by fire or other inevitable Accident) produce and show forth or cause to be produced and shown forth unto the said John Impoy his Heirs or Assigns or to his or their Counsel or Attorney or in any Court or Courts of Law or Equity or otherwise as occasion shall be or require and also at the like Deposition Oath and Charges of the said John Impoy his Heirs and Assigns cause to be made and delivered to and for the said John Impoy his Heirs and Assigns true and attested Copies of all and every or any or either of the Deeds Instruments or Writings relating to or concerning the Title of the said Premises in his or their custody Possession or Power or which he or they can or may come at or by without Suit and in Particular the said several Indentures of Mortgage and also certain Indentures of Lease and Release dated the twenty fourth and twenty fifth Days of June One thousand eight hundred and five the said Release between John Boer Labourer of the first part the said John Boer the younger of the second part James Tapp of the third part and Charles Sauter of the fourth part and being a Release to make a Tenant to the Precipis for suffering a Common Recovery IN WITNESS whereof the said Parties to these presents their Hands and Seals interchangeably have set the Day and Year first above written -

John Boer

Joseph Winter

Samuel Walter



22/6



Sealed & observed in  
the presence of *Wm Howard* of *London*  
*Wm Wootte* (his clerk)

Received on the Day of the Date of the within written Indentures  
of and from the within named *John Inpsay* the Sum of One hundred and  
eleven Pounds being the Consideration within mentioned to be paid by  
him to me

*Wm Howard*  
*Wm Wootte*

*John Inpsay*

£ 111-0-0

Received on the Day of the Date of the within written Indentures of  
and from the within named *John Inpsay* the Sum of Eighty Pounds  
being the Consideration Money within mentioned to be paid by  
him to us

*Wm Howard*  
*Wm Wootte*

*John Inpsay*  
*John Inpsay*

£ 80-0-0

Dated 3<sup>rd</sup> March 1010

*John Inpsay*  
& *John Inpsay*

to

*John Inpsay* Esq<sup>r</sup>

Release in Fee of *Haughers Orchard* in  
*Belisford* and Assignment of a Term to me & my Heirs in the  
*Freehold*

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