

19th Novr - 1818

Libs 4 & 5

John Impey Esq^r

to

Mr John Spiller
& his Trustee

Conveyance in Fee
of Hawkers Orchard
& Assignment of a Tenement
for the remainder of a
Term of 99 years dett^{ble}
on lives all in Colyford Devon

3/20

This Indenture

in the Royal Navy of the first part John Spiller of Colyford aforesaid
Seaman # of the third part Whereas the said John Impey now
the purchase and inheritance of and in all that Orchard called Hawk
about half an acre (be the same more or less) situate in Colyford aforesaid
Whereas by Indenture bearing date on or about the Twenty fifth day of
or mentioned to be made between the Right Honorable Sir George Yonge
Esquire Richard Hothersall Walleth Clerk Richard Nopiter Burnard
The Parish Lands of Colyton aforesaid of the one part and the said
Sampson Richard Hothersall Walleth Richard Nopiter Burnard Clement
each of them did demise and lease unto the said John Impey All
Garden thereto belonging and adjoining containing by estimation
commonly called or known by the name of Rack Close containing by
are situate lying and being in the Borough of Colyford aforesaid and
Elizabeths White Widow afterwards of Henry Clarke since of Argentor
possession of Robert Warry as Tenant to the said Feoffees together with
whatsoever to the same belonging or in any wise appertaining (ex
Executors Administrators and Assigns from thenceforth for and during
and ended if Betsey the Daughter of Robert Warry of Shute in the
George Lovelond son of George Lovelond Esquire by Martha his
illegitimate Daughter of the Legree by the said Betsey Warry then
under and subject to the yearly Rent of eight shillings payable
and upon the several deaths of each of them the said Betsey Warry
name of an Herriot or Farliem * and also subject to divers Covenants
recited Indenture relation being thereunto had will more fully and
contracted and agreed with the said John Spiller for the absolute
called Hawks situate in Colyford aforesaid hereinafter more parts
also for all that Messuage or Tenement with the Appurtenances and
Parcel of Land called Rack Close situate in Colyford aforesaid
for all the now residue and remainder of the said Term of Ninety
Lovelond son of the said George Lovelond and Mariann Impey
This Indenture witnesseth that for and in consideration of
Britain to the said John Impey in hand paid by the said John
acknowledged by the said John Impey and is heron indorsed
Impey doth acquit exonerate release and discharge the said John
forever by these presents he the said John Impey Hath granted
presents Doth grant bargain sell alien release and convey unto
Bargain and Sale to him thereof made by the said John Impey
day of the date hereof and executed before the execution of these
his Heirs and Assigns All that the said Orchard called Hawk
in Colyton aforesaid heretofore in the possession of John Beer

of three parts made the nineteenth day of March in the Fifty Eighth Year
of the Reign of our Sovereign Lord George the Third by the Grace of God of the
United Kingdom of Great Britain and Ireland King Defender of the Faith and in
the Year of our Lord One Thousand Eight Hundred and Eighteen Between John
Impey of Colyford in the Parish of Colyton in the County of Devon Esquire Captain
aforesaid Yeoman of the second part and Robert Gale of Colyford aforesaid
now is and standeth lawfully and rightfully seized to him and his Heirs of
and Hawks with the Stable thereon erected by the said John Impey containing
aforesaid and hereinafter more particularly mentioned and described And
the day of May in the Year of our Lord One Thousand Eight Hundred and Ten made
George Knight and Baronet The Right Honorable John Lord Rolle John Sampson
and Surgeon Clement Drake and Samuel Palmer Gentlemen surviving Feoffees of
said John Impey of the other part The said Sir George Yonge John Lord Rolle John
Clement Drake and Samuel Palmer for the consideration therein mentioned and
they All that Messuage or Tenement with the Appurtenances and one Orchard and
Garden half an Acre (be it more or less) And also all that Close or Parcel of Land
lying by estimation one Acre (be the same more or less) all which said Premises
said and are parts and parcels of a Tenement theretofore in the possession of
Argenton Power and which then lately fell into hand and were then or late in the
possession with all Ways Paths Waters Watercourses Easements Profits and Commodities
therein (except as therein is excepted) To hold unto the said John Impey his
and during the full time and Term of Ninety Nine Years fully to be completed
in the said County Labourer then aged about Seventeen Years (since deceased)
his Wife (Sister of the Lessee) then aged ten Years and Mariann Impey Warry
then aged twenty two days or either of them should so long happen to live
payable quarterly and to the sum of three Shillings and four Pence at
Warry and George Lovebond and Mariann Impey Warry for and in the
wants Conditions and agreements therein contained as in and by the said
Deed and at large appear And whereas the said John Impey hath lately
made a voluntary sale to him of the fee simple and inheritance of the said Orchard
particular described and granted and conveyed or intended so to be and
one Orchard and Garden thereto belonging and the said Close or
Garden hereinafter more particularly described and assigned and transferred
for Ninety Nine Years now determinable on the several deaths of the said George
Impey Warry at and for the price or sum of Three Hundred Pounds Now
paid to the said John Impey at or before the execution hereof the receipt whereof is hereby
referred to and of and from the same and every part thereof he the said John
Impey Warry his Heirs Executors and Administrators and the said Premises
granted bargained sold aliened released and conveyed and by these
Deeds and by force of the statute for transferring uses into possession)
unto the said John Impey (in his actual possession now being by virtue of a
Lease for one whole Year by Indenture bearing date the day next before the
date hereof) and by force of the statute for transferring uses into possession)
Hawks containing by estimation about half an Acre (be it more or less) situate
in the County of Devon or his under tenant together with the Stable thereon lately erected by
the said John Impey together with all profits Commodities
Remainder and

and Hawks with the Stable thereon erected by the said John Impey containing
aforesaid and hereinafter more particularly mentioned and described (M^o 11 11
day of May in the Year of our Lord One Thousand Eight Hundred and Ten made
George Knight and Baronet The Right Honorable John Lord Rolle John Sampson
and Surgeon Clement Drake and Samuel Palmer Gentlemen surviving Feoffees of
said John Impey of the other part The said Sir George Yonge John Lord Rolle John
ment Drake and Samuel Palmer for the consideration therein mentioned a and
y All that Messuage or Tenement with the Appurtenances and one Orchard and
ation half an Acre (be it more or less) And also all that Close or Parcel of Land
ing by estimation one Acre (be the same more or less) all which said Premises
aid and are parts and parcels of a Tenement theretofore in the possession of
Agenton Power and which then lately fell into hand and were then or late in the
ter with all ways Paths Waters Water-courses Easements Profits and Commodities
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hatically described and granted and conveyed or intended so to be and
and one Orchard and Garden thereto belonging and the said Close or
id hereinafter more particularly described and assigned and transferred
nety Nine Years now determinable on the several deaths of the said George
Impey Warry at and for the price or sum of Three Hundred Pounds Now
in of the sum of Three Hundred Pounds of lawful Money current in Great
John Spiller at or before the execution hereof the receipt whereof is hereby
ed and of and from the same and every part thereof he the said John
John Spiller his Heirs Executors and Administrators and the said Premises
granted bargained sold aliened released and conveyed and by these
unto the said John Spiller (in his actual possession now being by virtue of a
hey for one whole Year by Indenture bearing date the day next before the
se presents and by force of the statute for transferring uses into possession)
lawkers containing by estimation about half an Acre (be it more or less) situate
er or his under tenant together with the Stable thereon lately erected by
possession of the said John Impey together with all profits Commodities
Reversion and Reversions ^{Remainder and} Remainders Rents Issues and profits thereof And
Benefit Claim and Demand whatsoever both at Law and in Equity or
to the said Premises and every part and parcel thereof Together with
in any wise concerning the said Premises now in the Custody or power
e at or by without suit at Law or in Equity To have and to hold

The premises and inheritance of and in all that Orchard called Hawk
about half an Acre (be the same more or less) situate in Colyford aforesaid
whereas by Indenture bearing date on or about the Twenty fifth day of
or mentioned to be made between the Right Honorable Sir George Yonge
Esquire Richard Hothersall Hallett Clerk Richard Nopiter Burnard
The Parish Lands of Colyton aforesaid of the one part and the said
Sampson Richard Hothersall Hallett Richard Nopiter Burnard Clement
each of them did demise and lease unto the said John Impey All
Garden thereto belonging and adjoining containing by estimation
commonly called or known by the name of Rack Close containing by
are situate lying and being in the Borough of Colyford aforesaid as
Elizabeth White widow afterwards of Henry Clarke since of Argentor
possession of Robert Warry as Tenant to the said Feoffees together with
whatsoever to the same belonging or in any wise appertaining
Executors Administrators and Assigns from thenceforth for and during
and ended if Betsey the Daughter of Robert Warry of Shute in the
George Lovelond son of George Lovelond Esquire by Martha his
illegitimate Daughter of the Lettee by the said Betsey Warry then
under and subject to the yearly Rent of eight shillings payable
and upon the several deaths of each of them the said Betsey Warry
name of an Herriot or Harliere and also subject to divers Covenants
recited Indenture relation being thereunto had well more fully and
contracted and agreed with the said John Spiller for the absolute
called Hawks situate in Colyford aforesaid hereinafter more partic
also for all that Messuage or Tenement with the Appurtenances and
Parcel of Land called Rack Close situate in Colyford aforesaid
for all the now residue and remainder of the said Term of Ninety
Lovelond son of the said George Lovelond and Mariann Impey
this Indenture witnesseth that for and in consideration of
Britain to the said John Impey in hand paid by the said John
acknowledged by the said John Impey and is heron indorsed a
Impey doth acquit exonerate release and discharge the said John
forever by these presents he the said John Impey Hath granted
presents Doth grant bargain sell alien release and convey unto
Bargain and Sale to him thereof made by the said John Impey
day of the date hereof and executed before the execution of these
his Heirs and Assigns All that the said Orchard called Hawk
in Colyford aforesaid heretofore in the possession of John Beer or
the said John Impey All which said Premises are now in the possession
Advantages and Appurtenances thereto belonging And the Reversion
all the Estate Right Title interest use Trust Property Benefit
otherwise howsoever of him the said John Impey of in and to
all Deeds Evidences and Writings whatsoever relating to or in
of him the said John Impey or which he can or may come at



the said Orchard called Hawkers and all and singular other the part
with their and every of their Rights Members and Appurtenances unto
for such estate and estates interest and Interests intents and purposes
and declarations as the said John Spiller by any Deed or Deeds Instru-
and now Appointment to be by him sealed and delivered in the presence
or by his last Will and Testament in Writing or any writing or Codicil
of and attested by three or more credible Witnesses shall from time to time
limitation or appointment and as far as such direction limitation or ap-
and his Assigns during the term of his natural life and from and after
Spiller and in the mean time subject thereto To the use of the said Rob-
In trust for the said John Spiller and his Assigns during his life
not be entitled to dower in or out of the said Premises or to any part
Spiller To the use of the Heirs and Assigns of him the said John
that for the consideration aforesaid and in consideration of the
said John Impey in hand paid by the said John Spiller at or before
acknowledged he the said John Impey Hath granted bargained
Doth grant bargain sell Assign transfer and set over unto the said
that the aforesaid Messuage or Tenement with the Appurtenances
containing by estimation half an Acre (be it more or less) And also
by the name of Black Close containing by estimation One Acre (be
being in the Borough of Colyton within the said Parish of Colyton
possession of Elizabeth White Widow afterwards of Henry Clarke
and were lately in the possession of Robert Warry as Tenant to the sa-
Impey together with all ways Paths Waters Watercourses Easements
or in any wise appertaining except as in the said recited Indenture
Property Claim and Demand whatsoever both at Law and in Equi-
to the said Premises and every part and parcel thereof together
to hold the said Messuage Tenement Orchard Garden Close or
specially granted and assigned or intended so to be and every part
Appurtenances unto the said John Spiller his Executors Administra-
residue and remainder of the said term of Ninety Nine Years to
several deaths of the said George Loveland son of the said George
nevertheless to the payment of the said Head Rent and Heriots
Suits and Services which ought to be done and performed to the
the said recited Indenture of Lease And the said John Impey
and for every of them covenant promise and agree to and with
and Assigns and to and with every of them by these presents in
any act matter deed or thing whatsoever by him the said John Im-
John Impey now is and standeth lawfully rightfully and absolute-
released or intended so to be with their Appurtenances of a good su-
feasible without any condition power of Limitation of any use or
to alter change charge incumber defeat or make void the same
lawfully and rightfully possessed of interested in and intitled
Premises for and during all the now residue and remainder
aforesaid And that for and notwithstanding any such act
committed or suffered to the contrary he the said John Impey nor
absolute authority to grant and release all and singular the
released or intended so to be unto the said John Spiller and his
and in manner and form aforesaid and according to the true
Impey now hath in himself good right full power and lawful

containing by estimation half an Acre (be it more or less) And
by the name of Rack Close containing by estimation One Acre
being in the Borough of Collyford within the said Parish of Col
possession of Elizabeth White Widow afterwards of Henry Clark
and were lately in the possession of Robert Warry as Tenant to the
Impey together with all ways Paths Waters Watercourses Easements
or in any wise appertaining except as in the said recited Indenture
Property Claim and Demand whatsoever both at Law and in
to the said premises and every part and parcel thereof together
to hold the said Mesuages Tenement Orchard Garden Close
herely granted and assigned or intended so to be and every
Appurtenances unto the said John Spiller his Executors Administrators
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Suits and Services which ought to be done and performed to
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and for every of them covenant promise and agree to and re
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John Impey now is and standeth lawfully rightfully and also
released or intended so to be with their Appurtenances of a good
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absolute authority to grant and release all and singular the
released or intended so to be unto the said John Spiller and he
and in manner and form aforesaid and according to the true
Impey now hath in himself good right full power and lawful
the said herely granted and assigned premises for and during
of Ninety Nine Years determinable as aforesaid in manner as
and meaning of these presents And further that it shall
Appointees Heirs and Assigns from time to time and at all times
upon and to have hold use occupy possess and enjoy all and

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or other the premises hereby granted released and conveyed or intended so to be
tenances unto the said John Spiller and his Heirs To such uses upon such trusts
and purposes and with under and subject to such limitations powers provisions
or Deeds Instrument or Instruments in writing with or without power of Revocation
in the presence of and attested by one two or more credible witnesses or witnesses
writing or Codicil or Codicils thereto to be by him signed and published in the presence
on time to time direct limit or appoint and in default of and until such direction
limitation or appointment shall not extend To the use of the said John Spiller
from and after the determination of that estate in the life time of the said John
of the said Robert Gale and his Heirs during the life of the said John Spiller
ing his life To the intent that any future wife of the said John Spiller may
or to any part thereof and from and after the decease of the said John
said John Spiller forever **AND This Indenture also witnesseth**
ation of the sum of Five Shillings of lawful Money aforesaid to him the
ller at or before the sealing and delivery hereof the receipt whereof is hereby
bargained sold assigned transferred and set over and by these presents
unto the said John Spiller his Executors Administrators and Assigns All
Appurtenances and one Orchard and Garden thereto belonging and adjoining
left) AND also all that Close or parcel of Land commonly called or known
one Acre (be it more or less) all which said premises are situate lying and
ish of Celyton and are parts and parcels of a Tenement heretofore in the
y Clarke since of Argenton Power and which lately fell into hand and
ant to the said Feoffees and are now in the possession of the said John
ces Easements Profits and Commodities whatsoever to the same belonging
ted Indenture of Lease is excepted) And all the Estate Right Title Interest
and in Equity or otherwise howsoever of him the said John Impey of in or
ereof together with the said recited Indenture of Lease To have and
den Close or parcel of Land and all and singular other the premises
d every part thereof with their and every of their Rights Members and
s Administrators and Assigns from henceforth for and during all the rest
Nine Years therein yet to come and unexpired now determinable on the
said George Lovebond and Mariann Impey Warry as aforesaid but subject
nd Herriots and to the payment and performance of the Covenants Duties
ormed to the said Feoffees in respect of the said premises by virtue of
John Impey doth hereby for himself his Heirs Executors and Administrators
to and with the said John Spiller his Appointees Heirs Executors Administrators
presents in manner following (that is to say) that for and notwithstanding
said John Impey done committed or suffered to the contrary he the said
and absolutely seized of and in the said premises hereby granted and
of a good sure perfect absolute and indefeasible estate of inheritance in
of any use or uses or any other restraint act matter deed or thing whatsoever
e the same And also that he the said John Impey now is and standeth
d intitled unto all and singular the said recited and hereby assigned
remainder of the said term of Ninety Nine Years determinable as
y such act matter deed or thing by him the said John Impey done
Impey now hath in himself good right full power and lawful and
gular the said premises with the Appurtenances hereby granted and
ler and his Heirs To the uses upon the trusts and for the intents and purposes
e to the true intent and meaning of these presents and that the said John
d lawful and absolute authority to grant and assign all and singular
for and during all the now residue and remainder of the said term
anner and form aforesaid and according to the purport true intent
it shall and lawfully be done to and for the use of the said John

and after the determination of that estate in the life time of the said John
the said Robert Gale and his Heirs during the life of the said John Spiller
ing his life To the intent that any future wife of the said John Spiller may
or to any part thereof and from and after the decease of the said John
said John Spiller forever And This Indenture also witnesseth
ation of the sum of Five Shillings of lawful Money aforesaid to him the
er at or before the sealing and delivery hereof the receipt whereof is hereby
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Appurtenances and one Orchard and Garden thereto belonging and adjoining
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one Acre (be it more or less) all which said premises are situate lying and
ish of Colyton and are parts and parcels of a Tenement heretofore in the
y Clarke since of Argenton Power and which lately fell into hand and
ent to the said Feoffees and are now in the possession of the said John
es Easements Profits and Commodities whatsoever to the same belonging
ed Indenture of lease is excepted) And all the Estate Right Title Interest
and in Equity or otherwise howsoever of him the said John Impey of in or
and together with the said recited Indenture of lease To have and
en Close or parcel of Land and all and singular other the premises
every part thereof with their and every of their Rights Members and
Administrators and Assigns from henceforth for and during all the rest
ine Years therein yet to come and unexpired now determinable on the
said George Lovelond and Mariann Impey Worry as aforesaid but subject
d Heriots and to the payment and performance of the Covenants Duties
owed to the said Feoffees in respect of the said premises by virtue of
John Impey doth hereby for himself his Heirs Executors and Administrators
to and with the said John Spiller his Appointed Heirs Executors Administrators
presents in manner following (that is to say) that for and notwithstanding
aid John Impey done committed or suffered to the contrary he the said
and absolutely seized of and in the said premises hereby granted and
of a good sure perfect absolute and indefeasible estate of inheritance in
of any use or uses or any other restraint act matter deed or thing whatsoever
the same And also that he the said John Impey now is and standeth
intituled unto all and singular the said recited and hereby assigned
remainder of the said term of Ninety Nine Years determinable as
such act matter deed or thing by him the said John Impey done
Impey now hath in himself good right full power and lawful and
ular the said premises with the Appurtenances hereby granted and
er and his Heirs To the use upon the trusts and for the intents and purposes
to the true intent and meaning of these presents and that the said John
a lawful and absolute authority to grant and assign all and singular
or and during all the now residue and remainder of the said term
anner and form aforesaid and according to the purport true intent
it shall and may be lawful to and for the said John Spiller his
at all times forever hereafter peaceably and quietly to enter into and
all and singular the said premises hereby granted and released

Issues and Profits thereof to have receive and take to his and their own use and
ence, molestation, interruption, disturbance or denial whatsoever of him the
persons claiming or to claim by from or under him or them And that free
generated, released and discharged, or otherwise by the said John Imprey his
defended kept harmless and indemnified from and against all and all
cases Estates Mortgages Jointures Dowers Uses Trusts Intails Wills Limitations Fines
gments Executions Extents and all other Estates Tittles Charges and Incumbrances
or to be had made done committed or suffered by the said John Imprey his
itably claiming or to claim by from or under him or them And also that it
his Executors Administrators and Assigns from time to time and at all times
said recited term of Ninety Nine Years determinable as aforesaid peaceably and
and singular the said hereby granted and assigned premises with the Appurtenances
to his and their own use and benefit without any the lawful let suit trouble
said John Imprey his Executors or Administrators or any other person or persons
from or under him or them and that free and clear of all incumbrances whatsoever
ations Conditions and agreements reserved and contained in the said recited
observed done and performed) And further that he the said John Imprey
soever having or lawfully or equitably claiming or to claim any estate right
rely granted and released or intended so to be or any part or parcel thereof
them shall and will from time to time and at all times hereafter at the request
Assigns readily make do acknowledge levy execute and suffer or cause and procure
ed all and every such further and other lawful and reasonable Act and Acts Deed
the Law whatsoever for the further better more perfect and absolute granting
a premises hereby granted and released or intended so to be with their
the uses upon the trusts and for the intents and purposes hereinbefore expressed
Spiller his Appointees Heirs or Assigns or his or their Counsel learned in the Law
the doing thereof the person or persons required to make and execute
travel from his her or their Habitation or respective Habitations or Places
ances or Conveyances there be contained no further larger or more
Acts or Deeds of the person or persons required to make and execute the
Executors and Administrators and all and every other ^{person or} persons whomsoever
right title term trust or interest in to or out of the premises hereby granted
from or under him or them shall and will at any time or times hereafter
Years determinable as aforesaid at the requests costs and charges in
strators or Assigns readily make do and execute or cause and procure to be
and other lawful and reasonable Act and Acts Deed and Deeds Thing and
er for the further and more effectual granting assigning and Assigning
ntenances hereby granted and assigned unto the said John Spiller
the then residue of the said granted and assigned term of Ninety
said John Spiller his Executors Administrators and Assigns or his or their
advised or required And the said John ^{Spiller} for himself his Heirs
and app^{er} to and with the said John ^{Spiller} Imprey his Heirs Executors and
Spiller his Heirs Executors Administrators or Assigns or some or one of them
or cause to be paid unto the said Fees mentioned in the said recited
said Head Rent and Heriots reserved and contained in and by the said
do observe perform fulfil and keep All and singular the Reservations
ited Indenture of Lease mentioned and contained on the part and behalf
paid done observed and performed and also shall and will save harmless
and Administrators of and from the same and of and from all costs losses
come to him or them or either of them respectively for or on account

and agree to and with the said John Impey his Heirs Executors and
Spiller his Heirs Executors Administrators or Assigns or some or one of them
in cause to be paid unto the said Suffees mentioned in the said recited
said Head Rent and Heriots reserved and contained in and by the said
do observe perform fulfil and keep all and singular the Reservations
ited Indenture of Lease mentioned and contained on the part and behalf
paid done observed and performed and also shall and will save harmless
and Administrators of and from the same and of and from all Costs Expenses
happen or come to him or them or either of them respectively for or on account
on observance or non-performance of any of the Covenants Conditions
enture of Lease In Witness whereof the said parties to these presents
ist above written

 Impey

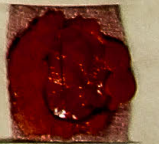
John  Spiller 

as intended so to be with their Appurtenances and the Rents Issues and
benefit without any the lawful let suit trouble hindrance mole
said John Impey his Heirs or Assigns or any other person or persons
and clear and freely clearly and absolutely acquitted exonerated
His Executors or Administrators well and sufficiently saved defended
manner of former and other Gifts Grants Bargains Sales Leases Estates
Test Rents Issues Amercements Statutes Recognizances & Judgments Ex
whatsoever already had made done committed or suffered or to be
His or Assigns or any other person or persons lawfully or equitably claim
shall and may be lawful to and for the said John Spiller his Executors
hereafter for and during the residue and remainder of the said recited
quietly to enter into have hold use occupy possess and enjoy all and singular
and the Rents Issues and Profits thereof to have receive and take to his and
hindrance molestation or denial whatsoever of him the said John
whomsoever lawfully or equitably claiming or to claim by from or under
(except the said Head Rent and Herriots and the Covenants Reservations Bonds
Indenture of Lease on the Lessee's part and behalf to be paid observed
and his Heirs and all and every other person and persons whomsoever
title term trust or interest of in or to the said premises hereby granted
by from or under or in trust for him or them or either of them shall
costs and charges of the said John Spiller his Appointees Heirs and Assigns
to be made done acknowledged levied executed and suffered all and
and Deeds Thing and Things Conveyances and Assurances in the Law
releasing satisfying and confirming all and singular the said premises
Appurtenances unto the said John Spiller and his Heirs To the uses
or declared of and concerning the same as by the said John Spiller his App
shall be reasonably devised advised or required so as for the doing
the same be not compelled or compellable to go or travel from
of abode and so as in such further and other assurances or
extensive Covenant or Warranty than against the Acts or De
same And also that he the said John Impey his Executors and
lawfully or equitably claiming or to claim any estate right title
and Assigns or intended so to be or any part thereof by from or
during the remainder of the said Term of Ninety Nine Years del
the Law of the said John Spiller his Executors Administrators or
made done and executed all and every such further and other
Things Conveyances and Assurances in the Law whatsoever for the
all and singular the said premises with the Appurtenances
his Executors Administrators and Assigns during the then
Nine Years determinable as aforesaid as by the said John
Counsel learned in the Law shall be reasonably devised advised
Executors and Administrators doth covenant promise and agree
Administrators by these presents that he the said John Spiller he
shall and will from henceforth well and truly pay or cause to
Indenture of Lease their Heirs successors or Assigns the said Head
recited Indenture of Lease And shall and will pay do observe
Covenants Conditions and agreements in the said recited Indent
of the Lessee his Heirs Executors or Administrators to be paid done
and keep indemnified the said Lessee his Heirs Executors and Admin
Damages Charges and expences whatsoever which may happen
of the nonpayment of the said Rents and Herriots or the nonobservan
the said recited Indenture of

the same be not compelled or compellable to go or travel for
of abode and so as in such further and other assurances or
extensive Covenant or Warranty than against the Acts or Deeds
same And also that he the said John Impey his Executors and
lawfully or equitably claiming or to claim any estate right title
and assigned or intended so to be or any part thereof by from or
during the remainder of the said Term of Ninety Nine Years the
the Law of the said John Spiller his Executors Administrators or
made done and executed all and every such further and other
Things Conveyances and Assurances in the Law whatsoever for the
all and singular the said Premises with the Appurtenances
his Executors Administrators and Assigns during the then
Nine Years determinable as aforesaid as by the said John
Counsel learned in the Law shall be reasonably devised advised
Executors and Administrators doth covenant promise and agree
Administrators by these presents that he the said John Spiller
shall and will from henceforth well and truly pay or cause to
Indenture of Lease their Heirs successors or Assigns the said Heirs
recited Indenture of Lease And shall and will pay do observe
Covenants Conditions and agreements in the said recited Indenture
of the Lessee his Heirs Executors or Administrators to be paid done
and keep indemnified the said Lessee his Heirs Executors and Admin
Damages Charges and expences whatsoever which may happen
of the nonpayment of the said Rents and Herriots or the non observance
and agreements contained in the said recited Indenture of
their hands and seals have set the day and year first above



John



Signed sealed and delivered by the within named
John Duppy in the presence of

John Bass
Steph Haynes



10th March 1810

John Duppy }
to } lease for a year
Mr John Buller }

His Indenture

made the eighteenth day of March in the fifty eighth year of the Reigne of our
 Sovereign Lord George the third by the Grace of God of the united Kingdom of
 Great Brittain and Ireland King Defender of the Faith and in the year of our
 Lord one thousand eight hundred and eight and eight. **Between** John Impoy of Colyton in the
 Parish of Colyton in the County of Devon Esquire Captain in the Royal Navy of the one part and John
 Spiler of Colyton aforesaid Esquire of the other part **Witnesseth** that the said John Impoy in
 consideration of the sum of five shillings of lawful money of Great Brittain to him in hand paid by the
 said John Spiler at or before the making and delivery hereof the receipt whereof is hereby acknowledged
 hath bargained and sold and by these presents **both** bargain and sold unto the said John Spiler
 his Executors Administrators and Assigns **Whose** that one half called Hawks containing by estimation
 about half an acre (be it now or here) situate in Colyton aforesaid heretofore in the possession of John Spiler
 or his Executors and together with the Hable thereon lately erected by the said John Impoy and which
 said premises are now in the possession of the said John Impoy together with all Profits Commissions
 Advantages and Appurtenances thereto belonging and the Reversion and Reversions
 Remainders and Remainders Resents Issues and Profits thereof **To have and to**
hold the said one half called Hawks and all and singular other the premises hereby
 bargained and sold or intended to be with their out every of their Rights Liberties and
 Appurtenances unto the said John Spiler his Executors Administrators and Assigns from the
 day next before the day of the date of these presents for and during and unto the full end and
 term of one whole year from thence next ensuing and full to be complete and ended
quitting and paying therefore unto the said John Impoy his heirs and Assigns the
 Rent of one Shilling here at the expiration of the said Term if the same shall be lawfully
 demanded To the intent and purpose that by virtue of these presents and of the Statute for
 transferring uses into possession the said John Spiler may be in the actual possession of the
 said premises and thereby be enabled to accept and take a Great and Beloved of the
 Freehold Reversion and Advantages of the same premises and of every part and parcel
 thereof to him the said John Spiler his heirs and Assigns to the use and upon the trusts
 thereof to be declared by another Instrument to be made the day next after the day of
 the date hereof **In witness** whereof the said parties to these presents their hands and
 seals have at the day and year first above written.



John  Impoy