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This Indenture made the twenty ninth day of November in the year of our Lord One thousand eight hundred and fifty nine **BETWEEN** Robert Gale of Hinton Saint George in the County of Somerset Gentleman and Thomas White of Colyton in the County of Devon Currier of the first part Nathaniel Tryon Still of Aaminster in the said County of Devon Esquire of the second part and Charles William Bond of Aaminster aforesaid Gentleman of the third part, **WHEREAS** by Indentures of Lease Release and Assignments bearing date respectively the eighteenth and nineteenth days of March One thousand eight hundred and eighteen and made between John Impey of the first part John Spiller of the second part and Robert Gale of the third part for the valuable consideration therein mentioned an Orchard called Hawkers with the Stable thereon and the Appurtenances situate at Colyford in the Parish of Colyton in the County of Devon hereinafter more particularly described and hereby conveyed was granted and released unto the said John Spiller his Heirs and Assigns To such uses as the said John Spiller by any Deed or Deeds or by his last Will or Testament in Writing or any Codicil or Codicils thereto should from time to time direct limit or appoint and in default of such direction or appointment To the use of the said John Spiller and his Assigns for his life Remainder to the use of the said Robert Gale and his Heirs during the life of the said John Spiller In trust for him Remainder to the use of the said John Spiller his Heirs and Assigns for ever, And by the same Indenture a Messuage Orchard and Garden and a Close or parcel of Land called Rack Close situate at Colyford aforesaid and hereinafter more particularly described and hereby conveyed were assigned unto the said John Spiller his Executors Administrators and Assigns from thenceforth for the residue of a certain term of ninety nine years granted therein by the surviving Feoffees of the Parish lands of Colyton aforesaid by an Indenture of Lease dated the Twenty fifth day of May one thousand eight hundred and ten determinable on the deaths of Betsy Warry (now deceased) George Lovebond and Marianne Impey Warry now the wife of John Satysonere Scarborough of Colyford in the Parish of Colyton aforesaid Esquire under the yearly rent of eight shillings payable quarterly and subject to the payments of three shillings and four pence on the death of each of the said lives and also subject to the Covenants Conditions and Agreements therein contained **AND WHEREAS** by certain Indentures of Lease and Release dated respectively the twenty fifth and twenty sixth days of March one thousand eight hundred and thirty the Release made between John Otton of the first part Joseph Boalch of the second part the said John Spiller of the third part and Joel Spiller of the fourth part for the valuable consideration therein mentioned all that Close of Pasture land called Dolbeare Marsh situate at Colyford aforesaid containing by estimation five and half acres hereinafter more particularly described and hereby conveyed or intended so to be was granted and conveyed unto the said John Spiller his Heirs and Assigns

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To such uses as the said John Spiller by any Deed or Deeds or by his last Will and Testament in Writing or by any Codicil or Codicils thereto should from time to time direct limit or Appoint and in default of such direction or Appointment To the use of the said John Spiller and his assigns for his life Remainder to the use of the said Joel Spiller and his Heirs during the life of and in trust for the said John Spiller with remainder To the use of the Heirs and assigns of the said John Spiller for ever **AND WHEREAS** the said John Spiller by his last Will and Testament in Writing dated the twenty eighth day of November one thousand eight hundred and fifty four duly executed and Attested gave devised and bequeathed unto the said Robert Gale and Thomas White their Heirs Executors Administrators and Assigns all and every his real and personal Estate whatsoever Upon trust that they the said Trustees or Trustee for the time being should sell and dispose of all his freehold leasehold and Copyhold Messuages lands Tenements and hereditaments either together or in parcels by Public Auction or private Contract and stand possessed of the monies to arise therefrom upon the trusts in the said Will declared concerning the same And the said Testator declared that the receipts of the said Trustees should be valid discharges for the same sum as should be mentioned therein And that no purchaser should be liable to any persons whomsoever for the Application misapplication or nonapplication of the purchase monies And the said Testator Appointed the said Robert Gale and Thomas White Executors and Trustees of his said Will **AND WHEREAS** the said John Spiller died on or about the fourteenth day of October One thousand eight hundred and fifty nine without having revoked or altered his said Will and the said Will was proved by the said Executors in Her Majesty's Court of Probate in the District Registry of Exeter on the twenty first day of November One thousand eight hundred and fifty nine **AND WHEREAS** in pursuance of the trusts of the said recited Will the said Robert Gale and Thomas White have contracted with the said Nathaniel Bryon Still for the absolute sale to him of all the hereditaments and premises hereinbefore mentioned for the price or sum of One thousand and fifty pounds **NOW THIS INDENTURE WITNESSETH** that in pursuance of the said Agreement and in consideration of the sum of One thousand and fifty Pounds sterling to the said Robert Gale and Thomas White paid by the said Nathaniel Bryon Still upon the execution hereof (the receipt whereof they the said Robert Gale and Thomas White do hereby respectively acknowledge and therefrom release the said Nathaniel Bryon Still his Heirs Executors Administrators and Assigns) They the said Robert Gale and Thomas White in pursuance of the trusts of the said recited Will

and of all powers enabling hereunto Do and each of them Doth hereby grant bargain sell release and convey unto the said Nathaniel Tryon Still and his Heirs All that Orchard called Hawkens containing by estimation about half an Acre (be it more or less) situate in Colyford aforesaid heretofore in the possession of John Beer or his Undertenant together with the stable thereon erected by the said John Impey And also all that Close of Land and Pasture (heretofore two Closes) called or commonly known by the name of Solbears Marsh containing by estimation five Acres and a half (be it more or less) situate lying and being near Sayl Lane in the Parish of Colyton aforesaid late in the occupation of the said John Spiller or his Tenant Together with all ways paths passages waters watercourses Trees hedges ditches easements profits Commodities emoluments Advantages and Appurtenances whatsoever to the said hereditaments and premises belonging or appertaining or therewith usually held and enjoyed And the reversion and reversions remainder and remainders yearly and other rents issues and profits thereof and of every part thereof And all the Estate right title interest property claim and demand whatsoever both at Law and in Equity of the said Robert Gale and Thomas White or either of them of in to or out of the said hereditaments and premises or any part thereof Together with all Deeds evidences and writings whatsoever relating to or concerning the said hereditaments and premises or any part thereof To have and To hold the said Orchard called Hawkens the said Close of Land called Solbears Marsh and all and singular other the premises hereby conveyed or intended so to be with the Appurtenances unto the said Nathaniel Tryon Still his Heirs and Assigns To such uses upon such trusts and for such ends intents and purposes and with under and subject to such powers provisions Agreements and declarations as the said Nathaniel Tryon Still shall by any deed or deeds writing or writings with or without power of revocation to be executed by him in the presence of and Attested by two credible witnesses from time to time direct limit or Appoint and in default of and until such direction limitation or Appointment and so for as any such shall not extend To the use of the said Nathaniel Tryon Still and his Assigns during his life without impeachment of waste And after the determination of that Estate by forfeiture or otherwise in his life time To the use of the said Charles William Bond his Executors Administrators and Assigns during the life of the said Nathaniel Tryon Still In trust for him the said Nathaniel Tryon Still and his Assigns during his life And from and immediately after the determination of the Estate hereinbefore limited to the said Charles William Bond his Executors Administrators and Assigns during the life of the said Nathaniel Tryon Still To

the use of him the said Nathaniel Tryon Still his Heirs and Assigns for ever
AND it is hereby declared by the said Nathaniel Tryon Still that no Widow of him
the said Nathaniel Tryon Still who shall happen to survive him shall be entitled to
any Dower out of the premises hereby granted or intended so to be AND this
Indenture further witnesseth that in further pursuance of the
said Agreement and for the Consideration aforesaid and also of ten shillings
to each of them the said Robert Gale and Thomas White paid by the said Nathaniel
Tryon Still they the said Robert Gale and Thomas White DO and each of them
Both grant bargain sell assign transfer and set over unto the said Nathaniel
Tryon Still his Executors Administrators and Assigns All that the aforesaid
Messuage or Tenement with the Appurtenances and one Orchard and Garden
thereto belonging and adjoining containing by estimation half an Acre be it
more or less AND Also all that Close or parcel of Land commonly called
or known by the name of Rack Close containing by estimation one Acre (be it more
or less) all which said premises are situate lying and being in the Borough
of Colyford within the said Parish of Colyton and are parts and parcels
of a Tenement heretofore in the possession of Elizabeth White Widow
afterwards of Henry Clarke since of Argenton Bower and which then fell into
hand and were in the possession of Robert Warry afterwards of the said
John Impey as tenants to the said Feoffees and were now lately in the
possession of the said John Spiller together with all ways paths waters
watercourses easements profits and Commodities whatsoever to the same
belonging or in anywise appertaining (except as in the said recited
Indenture of Lease is excepted) And all the Estate right title interest
property claim and demand whatsoever both at Law and in equity or
otherwise howsoever of them the said Robert Gale and Thomas White
of in or to the said premises TO HAVE and TO HOLD the said Messuage
or Tenement Orchard Garden Close or parcel of Land with their Appurtenances
unto the said Nathaniel Tryon Still his Executors Administrators and Assigns
from henceforth for and during all the rest and residue of the said term of
ninety nine years therein yet to come and unexpired now determinable on the
deaths of George Lovelond and Mariann Impey Warry now the Wife of
the said John Duttonere Scarborough Esquire subject nevertheless to
the payment of the said Headrent and Heriots and to the payment and
performance of the Covenants duties suits and services which ought to be
done and performed to the said Feoffees in respect of the said

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premises by virtue of the said recited Indenture of lease AND each of them the said Robert Gale and Thomas White separately and as concerning his own acts deeds and defaults doth hereby for himself his heirs executors and Administrators Covenant with the said Nathaniel Tryon Still his heirs executors Administrators and Assigns that they the said Robert Gale and Thomas White have not nor hath either of them at any time heretofore made done or Committed or caused or procured to be made done or committed any act deed matter or thing whereby or by reason or means whereof the said freehold and leasehold hereditaments and premises hereby conveyed and assigned or any part thereof are is can shall or may be in any wise impeached impaired prejudiced or incumbered in title estate or otherwise howsoever AND the said Nathaniel Tryon Still for himself his heirs executors and administrators doth Covenant with the said Robert Gale and Thomas White their heirs executors and administrators that he the said Nathaniel Tryon Still his heirs executors administrators or assigns or some or one of them shall and will from henceforth well and truly pay or cause to be paid unto the said Feoffees mentioned in the said recited Indenture of lease their heirs successors or Assigns the said head rent and heriots reserved and contained in and by the said recited Indenture of lease And shall and will pay do observe perform fulfil and keep all and singular the reservations covenants conditions and Agreements in the said recited Indenture of lease mentioned and contained on the part and behalf of the Lessee his heirs executors or administrators to be paid done observed and performed and also shall and will save harmless and keep indemnified the said Robert Gale and Thomas White their heirs executors or Administrators of and from the same and of and from all costs losses damages Charges and expences whatsoever which may happen or come to them or either of them respectively for or on account of the nonpayment of the said rents and heriots or the non-observance or non-performance of any of the Covenants conditions and Agreements contained in the said recited Indenture of lease IN WITNESS whereof the said parties to these presents their hands and seals have hereunto set the day and year first above written. -H-

Robert (S.S.) Gale Thomas (S.S.) White Nathl Tryon (S.S.) Still

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Signed sealed and delivered by the within ^{named} Robert Gale }
Thomas White and Nathaniel Tryon Still in the presence of . . . }
Chas^r W. Bond Sol^r Axminster Devon
H. G. Baker, Sol^r Axminster.

Received on the day and year first within written of and }
from the within named Nathaniel Tryon Still the within }
mentioned sum of One thousand and fifty Pounds being } £ 1050.
the full consideration money within expressed to be paid }
by him to us

Attested by
Chas^r W. Bond
H. G. Baker

Robert Gale
Thomas White.

By deed dated 3rd August 1867 part of the lands within comprised was conveyed
to the Seaton and Beer Railway Company.

The foregoing is a true copy of the original Deed,
examined by us this 24th day of December 1873.

Wm. Fisher }
Jas. Cavey } Clerks to Messrs Tucker &
Forward Sol^r Chard Somerset