

This Indenture

Sold by
Hullshaw & Sons
24 Birchin Lane
CORNHILL

made the twenty ninth day of December. One thousand eight hundred and seventy three **Between**
John Latzsonere Scarbrough of Holy House Colyford in the County of ^{Devon} ~~Devon~~ Exeter
of the one part and Sir John George Keave de la Pole of Shute House in the County
of Devon Baronet Sir Edward Hatwood Ellison of Tordworthy House in the said County

Baronet William Fulwary Hallett of Shadcombe House Axminster in the said County Exeter the said John Latzsonere Scarbrough
and Harry De Spencer Kingdon of Trelhayne Colyton in the said County Exeter (being the surviving Feoffees of the Parish Lands of Colyton
aforesaid appointed by a Deed of Feoffment dated twenty fifth June One thousand eight hundred and fifty three and hereinafter called "the
"Feoffes") of the other part **Whereas** the said John Latzsonere Scarbrough was lately the purchaser at the sum of Four hundred and forty pounds
of certain Lands and hereditaments called Dolbear Marsh situate at Colyford in the parish of Colyton aforesaid at an Auction held
at the late Lord Hotel Seaton in the said County of Devon on the fifth day of August One thousand eight hundred and seventy three
the said Lands comprising Lots 2 and 3 in the particulars of the said sale and containing five acres (more or less) **And whereas** the a
Feoffes were at the same Auction the purchasers at the sum of One hundred and sixty two pounds of certain other messuages lands and
hereditaments called "Hawkers" "Rack Close" and others situate at Colyford aforesaid and comprising Lots 4 and 5 in the said particulars
and containing two acres (more or less) **And whereas** it was one of the conditions of the said sale by Auction that such of the title
Deeds and Documents as related only to the premises offered for sale should be delivered to the largest purchaser upon his entering
into the covenants for the production thereof to the other purchasers **And whereas** the deed specified in the Schedule hereto
relates as well to the premises comprised in Lots 2 and 3 as to the premises comprised in Lots 4 and 5 but to none other of the
Lands and hereditaments offered for sale at the said Auction and has been delivered to the said John Latzsonere Scarbrough as
the largest purchaser **Now this Indenture witnesseth** that in pursuance of the said condition and in consideration of the premises
He the said John Latzsonere Scarbrough Doth hereby for himself his heirs executors administrators and assigns and so as to bind the
said Deed as far as is practicable into whatsoever hands the same may come covenant with the feoffes their successors and assigns
that he the said John Latzsonere Scarbrough his heirs or assigns will upon every reasonable request in writing by the Feoffes their
successors and assigns or any person lawfully or equitably claiming any estate right title or interest in or to the said hereditaments
so purchased by the Feoffes as aforesaid or any part thereof at the cost of the person or persons requiring the same produce and shew
to him them or any of them or to such person or persons as he or they shall require or at any trial hearing or in any
examination in any Court of law or other Judicature or in the execution of any commission or elsewhere in England as may
occasion shall require the said Deed specified in the said Schedule hereto for the manifestation defence and support of the estate
title and possession of the Feoffes their successors and assigns and every or any such other persons as aforesaid And will at
all times at the cost of the Feoffes their successors and assigns or any such other person as aforesaid make and furnish to
him or them such true copies attested or unattested of the said Deed as he or they may require And will in the meantime
keep the same deeds safe whole uncancelled and undefaced unless prevented ^{from so doing} by fire or other inevitable accident **In witness** whereof
the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Schedule

Indenture of Grant and Assignment dated twenty ninth November One thousand eight hundred and fifty nine and made
between Robert Gale and Thomas Gale therein described of the first part Nathaniel Fryow Hill therein described of the second
part and Charles William Bond therein described of the third part.

John L.  Scarbrough 





Signed Sealed and Delivered by the within named
John Selwyn Scarbrough in the presence of

R. W. Hillman

Esq. Legue Rejo.

Dated 29th December 1873

J. L. Scarbrough Esq

to

The Feoffees of the Parish
Lands of Colyton in the
County of Devon



Registered

Covenant

to

Produce Deed of
29th Dec^r 1859.

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