

# His Indenture

made the thirtieth day of March in the fifty third 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 thirteen **Benjamin Samuel Snook** of Colyton in the County of Devon Gentleman of the one Part and **the Right Honorable John Fort Rolle** of <sup>Devon House</sup> ~~Stonemason~~ in the said County **John Sampson** of Colyton aprentice **Richard Hothersall Halliell** of ~~Stonemason~~ in the said County Clerk **Richard** ~~xxxx~~

**Nephter** **Burnard** of ~~xxxx~~ in the County of Somerset **Surgeon Clement Drake** of Taunton in the said County of Somerset Gentleman and **Samuel Barber** of ~~xxxx~~ **Saint Mary** in the said County of Devon Gentlemen surviving Trustees of the Parish Lands of the Parish of Colyton aforesaid of the other Part **Whereas** by certain Articles of Agreement bearing date the thirtieth day of November last and made between the said Trustees of the one Part and the said Samuel Snook of the other Part **Reciting** that the said Snook was seized in fee simple of and entitled unto the fee Farms and Inheritanes of all those enclosed Commons or waste Lands called **Loochayne Common** **Buddleshayes Common** and **Broaddown Common** respectively mentioned in the Plan hereto annexed situate and being in the Parish of Colyton aforesaid and the Timber and other Trees growing thereon and also of in and to undivided Rights of Common of Pasture and Common of Stovers and Turbarry thereon in respect of and as appertinent to their Messuages and Tenements called **Loochayne** and **Buddleshayes** situate also in the said Parish of Colyton in the several Occupations of **William Tower** and **Robert Tower** **And also Reciting** the said Samuel Snook was seized in fee simple of and in or entitled unto certain Rights of Common of Pasture and Common of Estovers and Turbarry for cutting Underwood Turpe and Turp upon and over the said Commons or waste Lands as appertinent to his several Messuages and Tenements therein and hereinafter mentioned that is to say to all that his Messuage and Tenement called **Radish** situate in the said Parish of Colyton in the Occupations of **Thomas Dighton** and the said Samuel Snook which he lately purchased of the late **Michael Hook** and also to all those his other Messuages and Tenements called **Shingdown** and **Buddleshayes** which he lately purchased of the Heirs or Heir at Law of the late **Samuel Crawley** in the Occupations of **William Saunders** as Tenant thereof: And it being for the mutual benefit of the Parties thereto that the said Commons or waste Lands should be divided and that a just Proportion thereof should be allotted to each of the said Parties in respect of their said several Messuages and Tenements they the said Snook and the said Samuel Barber and **John Wolcott** Gentlemen therein named impartial Persons and Judges of the Value of Lands and indifferently named by the said Snook and Samuel Barber and **John Wolcott** should award and determine in what Manner the said Commons should be divided allotted and inclosed with this that in case the said Samuel Snook and **John Wolcott** should not agree as to the Division and Proportion of the said Commons and waste Lands to be allotted to each of the said Parties in respect of their said several and respective Messuages and Tenements they the said Samuel Barber and **John Wolcott** should call in any impartial Person who was Judge of the Value of Lands to assist and advise with them of and concerning the said Valuations Divisions and Allotments of the said Commons and waste Lands **It WOULD** thereby then first mutually and reciprocally declared and agreed by and between the said Snook and the said Samuel Barber and they did and each of them did thereby for himself and themselves severally and respectively and for their several and respective Heirs and Assigns covenant promise and agree to and with the other and others of them his and their Heirs and Assigns respectively that it should be lawful to and for the said Samuel Barber and **John Wolcott** and such other Person if they should think it necessary to call in any one to assist them in such Valuation and Division aforesaid or any two of them at any or in or before the first day of January then next to survey and value all the said several and respective Messuages and Tenements and the said Commons or waste Lands and every Part thereof respectively and by Part or Parts in Writing undated and executed under the Hands and Seals of the said Samuel Barber and **John Wolcott** and of such Person they may and in to their Assistance or any two of them in the name of an Award ready to be delivered to each of the said Parties in or before the time aforesaid to make and just Partition and Division of the said Commons or waste Lands according to the best of their Judgment between the said Parties in respect of and in proportion to their said several Estates and Interest therein that is to say one Part or Parts thereof to the said Snook his Heirs or Successors for and in respect of their said Messuages and Tenements called **Loochayne** and **Buddleshayes** and the remaining part to the said Samuel Snook and his Heirs for and in respect of his said Messuages and Tenements called **Radish** **Shingdown** and **Buddleshayes** the said Allotments and Divisions to be had by the said Parties and their Heirs or Successors respectively for ever then after in peaceably and in satisfaction and Extinguishment of their respective Rights and Interest in and upon and over all the said Commons or waste Lands regard being had to the annual Value to be let of the said several Messuages and Tenements in the said Allotments of the said Commons or waste Lands and of the said Snook's Right and Interest in and to the said Timber and other Trees growing thereon it being agreed that the said Samuel Snook his Heirs and Assigns should pay unto the said Trustees their Heirs Successors or Assigns the value of all such Timber and other Trees as should be growing in such Parts of the said Commons or waste Lands as should be allotted to him for and in respect of his said Messuages and Tenements such Valuations to be ascertained by the Arbitrators or any two of them **And it WOULD ALSO** be agreed by and between the said Snook and the said Samuel Barber that they or their respective Heirs or Successors and all other proper Parties should within the Year of their Calendar Month's next after such Party Partition Division Allotment and Award should be made and executed sign seals and deliver unto each other and their respective Heirs Successors and Assigns one or more good sufficient and reasonable Conveyances or Conveyances aforesaid or Assignments in the Law with reasonable Covenants to be contained therein of such respective Parts Shares and Proportions of and in the said Commons or waste Lands as should be allotted to them respectively as aforesaid



And it was further agreed by and between the said parties that with all convenient speed after such Deed or Deeds in the nature of an Award and such Conveyance and Conveyances Assurance or Assurances in pursuance thereof should be made and executed as aforesaid good double Hedges and Fences should be erected and planted in an husbandlike manner for dividing and allotting in severally to the said Parties their several Parts Shares and Proportions of the said Commons or waste Lands where and as far as they should happen to adjoin and abut against each other at the equal expence of the said Parties in such places and manner as the said Arbitrators should direct, who should in like manner award and determine what proportion of the said Hedges and Fences should in future belong to and be repaired by each of the said Parties and their respective Heirs Successors and assigns

And it was also agreed between the said Parties that all the costs expences and Compensations for loss of some <sup>and all other charges of the said arbitrators</sup> and of the said Awards Deeds and Conveyances should be paid at the equal expence of the said Parties and that the said Agreement now in Recital and ~~at~~ the Awards or awards made in pursuance thereof should be made a Rule or Order of his Majesty's High Court of Chancery or the Court of Kings Bench, at the instance of either of the said Parties to the End they may be bound and concluded thereby and for the due performance of the lastly mentioned Agreement the said Parties bound ~~and~~ himself and themselves and his and their respective Heirs and Successors unto the other and others and his and their Heirs, and assigns in the Sum of five hundred pounds of lawful Money of the United Kingdom of Great Britain and Ireland

And whereas the said Samuel Newbery and John Wolcott took upon themselves the burthen and execution of the several Matters and things in and by the heretofore recited Agreement submitted to them as aforesaid and did in and by their Award in Writing indented and executed under their Hands and Seals bearing Date the first day of January last make their Partition and Division of the said Commons or waste Lands amongst the said Parties entitled thereto as aforesaid in manner following that is to say they did thereby allot and award unto the said Jeffrey their Heirs Successors or assigns six those Six Parts or Proportions of the said Commons or waste Lands numbered or marked in the plan of the said Commons and to the said Award annexed with the numbers or Figures 2, 4, 6, 8 with all ways paths passages waters watercourses together with the Hedges and Fences thereafter awarded and allotted and hereinafter mentioned to be held and enjoyed by the said Jeffrey their Heirs or Successors for ever in severally distinct apart and divided from all the remaining parts of the said Commons or waste Lands (hereinafter allotted to the said Samuel Snook and hereinafter particularly mentioned and described) in full compensation satisfaction and extinguishment of their Rights and Interest in upon and over the said Commons or waste Lands for and in respect of their said Mesuages and Tenements called Lovchayne and Buddleshayes having taken into their consideration the Soil Timber and other Trees belonging to said Jeffrey growing thereon

And further they did thereby allot and award unto the said Samuel Snook his Heirs and assigns all the rest residue and remainder of the said Lots of the said Commons or waste Lands also numbered or marked in the said Plan with the numbers or Figures 1, 3, 5, 7 with all ways paths passages waters watercourses together with the Hedges and Fences to be held and enjoyed by the said Samuel Snook his Heirs and assigns for ever in severally distinct apart and divided from all the other parts of the said Commons or waste Lands so allotted to the said Jeffrey as aforesaid) and in full compensation satisfaction and extinguishment of his the said Samuel Snooks right and interest in upon and over the said Commons or waste Lands for and in respect of his said several Mesuages and Tenements called Radish Meryeton and Buddleshayes

And they the said Samuel Newbery and John Wolcott did thereby further award that good double dyked Hedges should be erected and planted in a good husbandlike manner at the joint expence of the said Jeffrey their Heirs or Successors and the said Samuel Snook his Heirs or assigns for dividing the said Lots so numbered or marked 1, 2, 3, 4, 5, 6 and also that a Hedge dyked and planted in the like manner on the north and north east side of the Turnpike Road commencing from the said Samuel Snooks Hedge of a Field called Nape Field part of his said Messuage and Tenement called Buddleshayes near unto a Lane called Binny Lane mentioned in the said Plan and ending at or home to a Bridge called Karamby Bridge mentioned in the said Plan

And they did also award that the Hedge to be erected for parting the Common called Castle-down Common mentioned in the said plan comprising the said Lots No: 1 & 2 should commence at the distance of about one hundred and seventy seven yards from the Gate leading from Blackberry Castle towards Broaddown and which Hedge is to be carried on in a direct line from thence across the said Down home to the Water opposite a Holland Ash Tree now standing in a Hedge belonging to the said Samuel Snooks Estate called Radish and that the said Hedge when so set up should from thenceforth belong to and be repaired by the said Samuel Snook his Heirs and assigns And they did further award that the Hedge to be set up for dividing the Lots No: 2 & 3 should be set up from nearly North to South commencing about fifty two Yards from Lovchayne Coppice Gate on the plain and carried on from thence in a direct line home to the Water and thence to adjoin Radish-hill Hedge belonging to the said Samuel Snooks Messuage and Tenement called Radish and that the said Hedge should from thenceforth belong to and be repaired by the said Jeffrey their Heirs or Successors

And they did also award that the ~~or~~ Hedge to be set up for parting the Lots No: 3 & 4 should be set up at or near a Holly Bush about thirty three Yards from an Ash Tree standing in the little Orchard Hedge part of the said Messuage and Tenement called Lovchayne and be carried on from thence in a direct line ~~or~~ across the said Common to the said Turnpike Road about twenty two Yards from the corner of the Hedge of a Field called Buddleshayes five Acre meadow belonging to the said Samuel Snooks Messuage and Tenement called Buddleshayes and that the said <sup>and the end of the Hedge</sup> Hedge to the extent of Lot No: 3 which is against the said Turnpike Road should from thenceforth belong to and be repaired by the said Samuel Snook his Heirs and assigns

Rule of Order of the Court of Chancery





And they did further award that the said Hedge to be set up for parting the said Lots 1, 4, 5 should be set up at the distance of about two hundred and sixty four yards from the Gate leading into a Close called the three Crow Close above the little Orchard part of the said Mesuage and Tenement called Lovchayne by the plan drawn and made from thence in a direct Line across the said Common to the said Turnpike Road and that the said Hedge lastly mentioned and the End Hedge to the extent of Lot N<sup>o</sup> 4 which is against the said Turnpike Road should from thenceforth belong to and be repaired by the said Peffors their Heirs or Successors

And they did also award that the Hedge to be set up for parting the said Lots 2, 3, 4, 6 should be set up from the corner of the Close called the Forge Brake belonging to Lovchayne Estate and carried on from thence across the said Common in a direct Line to the said Turnpike Road nearly opposite the said Road leading over the said Common towards Salmons and that the said Hedge and also the End Hedge to the extent of Lot N<sup>o</sup> 3 against the said Turnpike Road should from thenceforth belong to and be repaired by the said Samuel Inoch his Heirs and Assigns

And they did further award that the said Samuel Inoch should at up on the Boundaries by them marked out for that purpose and from thenceforth the said Hedge should belong to and be repaired by the said Samuel Inoch his Heirs and Assigns

And they did also award that the said Peffors their Heirs and Successors should at all times have a Road at least twenty feet wide from the corner of a Close called Buddleshayes Lower Brake mentioned in the said plan against the said Turnpike Road home to the Gate leading into another Field called Buddleshayes Higher Brake and in case the said Samuel Inoch his Heirs or Assigns should at any time thereafter be desirous of having a Hedge set up to part the Common thereto adjoining being Lot n<sup>o</sup> 7 from the said last mentioned Road leading to Buddleshayes Higher Brake aforesaid that the same lastly mentioned Hedge should be set up and planted at the joint Expence of the said Samuel Inoch his Heirs or Assigns and the said Peffors their Heirs or Successors and that the same lastly mentioned Hedge should from thenceforth belong to and be repaired by the said Samuel Inoch his Heirs and Assigns

And in order to avoid any Dispute or Misunderstanding between the said Parties relative to the Boundaries or where the Hedges therein awarded to be erected for parting the Lots n<sup>o</sup>s 1, 2, 3, 4, 5 & 6 they did award that the Ends of all the said Hedges should be begun before the twenty fifth day of March then next to show their Commencement and Termination that the said arbitrators might inspect and see the same were begun agreeable to their said award

And they did also award that the said Samuel Inoch his Heirs or Assigns should pay unto the said Peffors their Heirs or Successors within twelve months from the Date thereof the Sum of Ten pounds being according to the Judgment of the said arbitrators the value of the Corn and other Trees standing on the said Lots so awarded to him the said Samuel Inoch as aforesaid

And whereas by Indenture of Feoffment bearing date herewith and made between the said Peffors of the first Part the said Samuel Inoch of the second part and WILLIAM as or to the effect herebefore recited It is witnessed that for the considerations therein mentioned they the said Peffors Did grant Bargain Sell

Release and confirm unto the said Samuel Inoch his Heirs and Assigns All those the herebefore mentioned and recited Lots Parts or Proportions of the said Commons or Waste Lands the same Lots Parts Shares or Proportions of the said Commons or Waste Lands unto the said Samuel Inoch his Heirs and Assigns To such uses upon such Trusts and for such uses ends intents and purposes as are therein mentioned and expressed of and concerning the same as in and by the herebefore recited Articles of Agreement award and presentment of Judgment relation being thereunto made shall appear at large appear

Now this Indenture witnessed that in pursuance of the said recited Agreement award and presentment of Judgment relation being thereunto made shall appear Doth grant Bargain Sell Release Confirm and Assign All those the said Lots Parts or Proportions of the said Commons or Waste Lands marked or numbered with the Numbers or Figures on the said Plan annexed to the herebefore recited Award 1, 4, 6 & 8 in and by the said award allotted and awarded unto the said Peffors and delineated on the said Plan and hereafter more particularly described on the Plan hereto annexed that is to say the said Lot n<sup>o</sup> 2 comprising that part of the said Common called Castle Down lying South East from a Close called Lovchayne mentioned in the said Plan hereto annexed to the Hedge marked B on the said Plan and awarded to be erected one hundred and seventy seven yards North West leading towards Broaddown aforesaid from thence home to the Water to a place on the said Plan hereto annexed marked C and adjoins a Hedge of the said Samuel Inochs Mesuage and Tenement called Radish and from thence to the Hedge awarded to be erected for parting on the North West by the said Mesuage and Tenement called Lovchayne and on South by the said Samuel Inochs Mesuage and Tenement called Radish and which said Lot n<sup>o</sup> 2 contains by Estimation thirty one Acres three Roods and ten Perch The said Lot n<sup>o</sup> 4 comprising that part of the said Common or Waste Lands from the Hedge awarded to be erected for parting and dividing the said Lot Number 3 from the said Lot Number 4 marked E and G on the said Plan hereto annexed to the Hedge awarded to be erected for parting the lower or North East corner of the said Close called Buddleshayes Lower Brake against the said Turnpike Road and is bounded on the North and North East by the said Mesuage and Tenement called Lovchayne and on the South West by the said Turnpike Road and which lastly mentioned Lot contains by Estimation twenty Acres and thirty Perch The said Lot Number 6 comprising that



Part

of the said Common or waste Lands from the Hedge awarded to be erected for parting and dividing the said Lot Number 5 from the said Lot Number 6 being  
 nearly opposite the Commencement of the said Road leading across the said Common or waste Lands (towards Sidmouth) called Kingsdown plain marked **I M** on the said plan  
 hereunto annexed to the said Bridge called Rakeway Bridge and is bounded on the East and North East by the said parcel of Land called Turge Brake part of the said Messuage and  
 Tenement called Lovchayne and on the South and South west by the said Turmpike Road and extends against the said Turmpike Road from the said Road leading  
 over the said Common called Kingsdown plain towards Sidmouth to the said Bridge called Rakeway Bridge which is the northern boundary thereof which  
 lastly mentioned lot contains by Estimation seven acres and thirty two perches the said Lot Number 5 comprising all that part of the said Common lying  
 on the north side of the said Messuage and Tenement called Lovchayne on Broaddown aforesaid and contains by Estimation thirty two one Rood and  
 Twenty one perches all which said Lots parts or proportions of the said Commons or waste Lands are situate lying and being in the parish of Colyton aforesaid  
 together with all ways paths passages waters watercourses Easements profits and advantages whatsoever to the said several hereby granted Lots parts or  
 proportions of the said Commons or waste Lands belonging or in anywise appertaining and every or any part thereof and the Reversion and reversions remainder  
 and remainder Rents issues and profits thereof and of every part thereof and also all the Estate Right Title Interest Use trust Benefit of all and every  
 Trust and Trusts properly claim and Demand whatsoever both at Law and in Equity or otherwise howsoever of him the said Samuel Snook his  
 Heirs or assigns of in to or out of the same hereby granted premises or any part or parcel thereof **To HAVE AND TO HOLD**  
 the said several <sup>Lots</sup> parts or proportions of the said Commons or waste Lands granted and all and singular other the premises hereby granted and  
 confirmed or intended so to be and every of them and every part and parcel thereof with their and every of their Rights members Hereditaments and appurtenances  
 into the said <sup>to and for the only proper use and behoof of them the said Feoffees their Heirs Successors and assigns for ever</sup> Feoffees their Heirs Successors and assigns for ever **UPON** Trust and confidence nevertheless and for the uses and purposes hereinafter  
 expressed and declared (that is to say) In Trust that out of the Rents revenues issues and profits of the said premises hereby granted and confirmed  
 with the Rents revenues issues and profits of the said several Messuages Tenements and Lands called Lovchayne and Buddleshayes the property of the said  
 Feoffees as aforesaid in Trust for the poor of the said parish of Colyton the clear sum of five pounds of lawful Money shall be yearly employed and bestowed to and for the  
 maintenance and keeping a school within the Town of Colyton aforesaid to have continuance for ever and that the residue of the Rents issues revenues casualties  
 yearly coming arising and renewing of in and upon the said premises hereby granted and confirmed shall be expended employed and bestowed to such good Godly and  
 commendable purposes and Uses of Charity as shall from time to time seem meet and convenient unto such Feoffees and the Twenty men of the said parish of Colyton  
 for the time being or the most part of them **Provided always** nevertheless and it is hereby declared and agreed by and between the said parties  
 hereto that in case the said Samuel Snook his Heirs or assigns shall at any time or times hereafter be lawfully evicted expelled or Ejected by  
 or through the means of the said Feoffees their Heirs or Successors or any other person or persons whomsoever lawfully claiming  
 or to claim by from or under him them or any or either of them or as owner or owners of the said Messuages or Tenements called  
 Lovchayne or Buddleshayes the property of the said Feoffees as aforesaid or either of them out of or from the peaceable possession  
 and enjoyment of all and singular the said <sup>parts</sup> Lots or proportions of the said Commons or waste Lands so awarded to the said Samuel  
 Snook his Heirs and <sup>as aforesaid</sup> assigns and in and by the herein before recited Indenture of Feoffment granted to him or mentioned or intended so  
 to be or any or either of them or any other part or parcel thereof that then and from thenceforth from and after any such Eviction Expulsion or Ejection  
 as aforesaid the grant hereby made by the said Samuel Snook of all and singular the said Lots parts or proportions of the said Commons  
 or waste Lands and promises hereby granted or intended so to be unto the said Feoffees their Heirs and Successors as aforesaid and the full  
 and whole force Benefit and execution thereof shall cease determine and become absolutely void to all intents constructions and purposes whatsoever







Sealed and Delivered by the  
within named Samuel Snook in  
the Presence of

*Witness*

*Snook*

John Snook  
Rob Higgins

Be it remembered that on the fifteenth day of December one  
thousand eight hundred and thirteen peaceable and quiet  
possession and seizin of all those lands parts or portions  
of the Commons or waste lands within mentioned or named  
or numbered with the Numbers or figures 2. 4. 6. 8 were  
delivered by the within named Samuel Snook to the within  
named Samuel Palmer To Hold to him the said Samuel  
Palmer and to the within named Lord Provlle John Sampson  
Richard Ketherswell Hallett Richard Woodier Benman and  
Innocent Drake their Heirs Successors and assigns forever  
to the uses within mentioned and according to the form and  
effect of the within written Deed in the presence of us who  
have subscribed our Names hereto

Dated 30<sup>th</sup> March 1813

M<sup>r</sup>. Samuel Snook

To

The Feoffees of Colyton

**Conveyance**

in Fee to the said Feoffees  
of his Right in the Commons  
of Sovereigns &c. awarded  
to them

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