



Dated 29th Decr 1873.

Regist^d & L

M^r. Tho^s. Still Esq^r

to

The Feoffees of the Parish
Lands of Colyton

Surrender

of a messuage Orchard & garden and a Close of land called "Rack Close" at Colyton in the parish of Colyton Devon demised by Indenture of Lease of 25th May 1810.

9/42

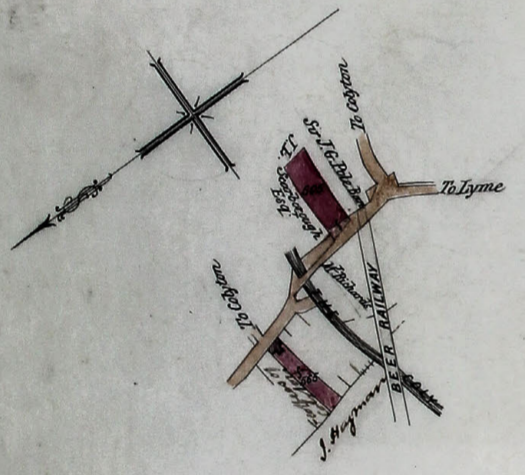
This Indenture

Sold by
Materland Lane
No 24, Birchin Lane,
London.

made the twenty ninth day of December One thousand eight hundred and seventy three Between John Thomas Still of Mountfield House Musbury in the County of Devon Esquire of the one part, and Sir John George Rieu de la Pole of Stoke House in the said County of Devon Baron Sir Edward Marwood Elton of Widdoway House in the said County Barons William Trelawny Hallett of Shadogbe

House Axmouth in the said County Esquire John Latoysonere Scarborough of Colypton Colypton in the said County Esquire (the surviving Feoffees of the Parish Lands of Colypton in the said County of Devon appointed by a Deed of Kingdon of Willhaugne Colypton in the said County Esquire (the surviving Feoffees of the Parish Lands of Colypton in the said County of Devon appointed by a Deed of Feoffment dated twenty fifth June One thousand eight hundred and fifty three and hereinafter called "the Feoffees") of the other part Whereas by an Indenture of Lease dated the twenty fifth day of May One thousand eight hundred and ten and expressed to be made between the Right Honorable Sir George Yonge Baronet the Right Honorable John Lord Rolle John Sampson Richard Hothewall Hallett Richard Nopiter Burnard Clement Drake and Samuel Palmer (the then feoffes of the said parish lands) of the one part and John Impy of the other part All that messuage or tenement with the appurtenances and one Orchard and garden in the said parish belonging and adjoining containing by estimation half an Acre (more or less) (And also All that close or parcel of land commonly called or known by the name of Buck close containing by estimation One Acre (more or less) all which last mentioned premises were situate lying and being in the Borough of or Colypton within the said parish of Colypton were with the appurtenances demised to the said John Impy his executors administrators and assigns for the full time or term of Ninety nine years fully to be complete and ended if Vickery Wary then aged seventeen years (since deceased) George Lovbond then aged ten years (since deceased) and Maxian Impy Wary then aged twenty two days (now Maxian Impy Scarborough wife of the said John Latoysonere Scarborough) or either of them should so long happen to live at the rents and heriots and under and subject to the covenants conditions and agreements therein reserved and contained and on the part of the lessee his executors administrators and assigns to be paid observed and performed And whereas by divers mesne assignments and operations of law the premises comprised in and demised by the said Indenture of Lease have become absolutely vested in the said John Thomas Still for the residue yet unexpired of the term thereby granted And whereas the feoffes have agreed with the said John Thomas Still for the purchase for the sum of One hundred pounds of the said lands and hereditaments for all the residue now to come of the said term of Ninety nine years determinable as aforesaid granted by the said Indenture of Lease and for all other (if any) the estate and interest of him the said John Thomas Still in the said lands and hereditaments And whereas the said agreement was confirmed and approved by a majority of the feoffes and twenty men at a conference held at the Chamber in Colypton aforesaid on the twenty fourth day of December One thousand eight hundred and seventy three and the consent of such majority has been given to such purchase as aforesaid by a resolution adopted at the said conference Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of One hundred pounds to the said John Thomas Still with the consent of the majority of the said feoffes and twenty men paid by the feoffes out of funds produced by the accumulation of income of the said parish lands the receipt of which said sum of One hundred pounds the said John Thomas Still hereby acknowledges and from the same releases the said feoffes their successors and assigns) He the said John Thomas Still doth hereby surrender and assign unto the feoffes And singular the messuage orchard garden close of land and hereditaments comprised and demised by the said Indenture of Lease which with the boundaries thereof respectively are more particularly delineated and described in the plan or drawn in the margin of these presents and shown colored pink and numbered 505 and 505 respectively (the numbers on the said plan corresponding to the numbers on the Title Apportionment Map of the said parish) Together with all buildings erections fixtures commons hedges ditches fences ways waters watercourses liberties privileges easements advantages and appurtenances whatsoever to the said messuage orchard garden close of land and hereditaments or any of them appertaining or with the same or any of them demised occupied or enjoyed or reputed as part or parcel thereof or appurtenant thereto respectively And all the Estate right title interest claim and demand of him the said John Thomas Still into and upon the same premises To the intent that the residue now to come of the said term of Ninety nine years determinable as aforesaid expressed to be granted by the hereinbefore recited Indenture of Lease and all other the terms estates and interests (if any) of the said John Thomas Still in the said premises expressed to be hereby surrendered may be absolutely merged and extinguished in the reversion freehold and inheritance of the same premises and that the same premises from henceforth remain and belong to the feoffes their successors and assigns subject to the uses and trusts upon which the said parish lands of Colypton are or for the time being shall be vested in the feoffes their successors and assigns and subject to the restrictions and provisions contained in the articles which now are or for the time being may be in force for the management of the said parish lands And the said John Thomas Still doth hereby for himself his heirs executors and administrators covenant with the feoffes their successors and assigns that notwithstanding any thing by him the said John Thomas Still or his late father Nathaniel Teyon Still done or knowingly suffered He the said John Thomas Still now has power to surrender all and singular the said premises expressed to be hereby surrendered to the intent and in manner aforesaid And that all and singular the same premises shall be quietly entered into and upon and held and enjoyed and the rents and profits thereof received by the feoffes their successors and assigns without any lawful interruption or disturbance by him the said John Thomas Still his heirs executors or administrators or any person lawfully or equitably claiming through or in trust for him them or any of them or through or in trust for the said Nathaniel Teyon Still And that free and discharged from or otherwise by him the said John Thomas Still his heirs executors or administrators sufficiently indemnified against all estates incumbrances claims or demands created executed or made by the said Nathaniel Teyon Still or the said John Thomas Still his heirs executors or administrators or any person lawfully or equitably claiming through or in trust for him them or any of them And further that he the said John Thomas Still and his heirs executors and administrators and every or any person lawfully or equitably through or in trust for him them or any of them or through or in trust for the said Nathaniel Teyon Still will at all times at the cost of the feoffes or their successors execute and do every such lawful appearance and thing for further or more perfectly appearing all or any of the said premises unto the feoffes their successors or assigns in manner aforesaid as by them shall be reasonably required In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

10/-
18-1173



subject to the uses and trusts upon which the said parish lands of Colypton are or for the time being shall be vested in the feoffes their successors and assigns and subject to the restrictions and provisions contained in the articles which now are or for the time being may be in force for the management of the said parish lands And the said John Thomas Still doth hereby for himself his heirs executors and administrators covenant with the feoffes their successors and assigns that notwithstanding any thing by him the said John Thomas Still or his late father Nathaniel Teyon Still done or knowingly suffered He the said John Thomas Still now has power to surrender all and singular the said premises expressed to be hereby surrendered to the intent and in manner aforesaid And that all and singular the same premises shall be quietly entered into and upon and held and enjoyed and the rents and profits thereof received by the feoffes their successors and assigns without any lawful interruption or disturbance by him the said John Thomas Still his heirs executors or administrators or any person lawfully or equitably claiming through or in trust for him them or any of them or through or in trust for the said Nathaniel Teyon Still And that free and discharged from or otherwise by him the said John Thomas Still his heirs executors or administrators sufficiently indemnified against all estates incumbrances claims or demands created executed or made by the said Nathaniel Teyon Still or the said John Thomas Still his heirs executors or administrators or any person lawfully or equitably claiming through or in trust for him them or any of them And further that he the said John Thomas Still and his heirs executors and administrators and every or any person lawfully or equitably through or in trust for him them or any of them or through or in trust for the said Nathaniel Teyon Still will at all times at the cost of the feoffes or their successors execute and do every such lawful appearance and thing for further or more perfectly appearing all or any of the said premises unto the feoffes their successors or assigns in manner aforesaid as by them shall be reasonably required In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

John T. Still



Received the day and year first within written
of and from the within named Feoffees the sum
of One hundred pounds being the consideration
money within expressed to be paid by them to me } £100.. 0.. 0

Witness: John V. Still
W Forward

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

John Forward Solr. Clerk
W Forward Solr. Administer