ANNO SEXTO

GULIELMI IV. REGIS.

Cap. lxxiv.

An Act for improving the Approach to the Town of *Newton Abbot* from the City of *Exeter*, through the Village of *Kingsteignton*, in the County of *Devon*. [21st *June* 1836.]

WHEREAS the Access to the Town of *Newton Abbot* in the County of *Devon* from the City of *Exeter* is at present narrow and inconvenient, and it is desirable, and it would be of great public Utility, if a new Approach and Entrance were made thereto from the said City, to commence at or near the Eastern Hedge of the *Globe* Inn Garden, and to terminate at or near *Saint Leonard*'s Chapel situate in the main Street of the said Town: And whereas an Act was passed in the Fifth Year of the Reign of His present Majesty, intituled *An Act for more effectually repairing the Road from the* Exeter *Turnpike Road to* Biddaford, *and certain Roads leading from* Bridgetown Pomeroy *and* Totnes, *and other Roads communicating therewith; and for repairing* Totnes Bridge, *and erecting Bridges over the* Stover *Canal, the Rivers* Teign *and* Lemon, *and the* Mill Leat, *all in the County of* Devon, in pursuance of which a new Line of Road is now being made from *Kingsteignton* towards the said Town: And whereas certain Persons have subscribed among themselves, and at their own Expence are willing to undertake the Formation and Completion of the said new Approach and Entrance to the said Town, commencing and terminating as aforesaid, which will be a great Accommodation to the Inhabitants thereof 5 W. 4. c. 26.

thereof and to the Neighbourhood: And whereas in and by the said recited Act the Trustees thereof are empowered to make a Road or Way into the said Town of *Newton Abbot*, but which Road or Way would be inconvenient, and the said Trustees are desirous of having a better Approach to the said Town, and are willing, in case the said Approach and Entrance are made by the Parties who have subscribed as aforesaid, to use the same instead of the Road or Way required to be made by them by the said recited Act, and to contribute from the Funds of the Trust for such Object; but as the same cannot be effected without the Authority of Parliament, May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That *Reginald Ayshford Wise*, *William Vallance*, *John Vicary*, *Parmenas Pearce*, *Gustavus Clarke*, *Samuel Branscombe* the younger, *John Milward*, *John Milward* the younger, *John Rich Mills*, *John Alsop*, *Elias Ford*, and *John Balsom*, being respectively Subscribers towards carrying into effect the said new Approach and Entrance, are hereby authorized and empowered to carry this Act into execution.

Subscribers empowered to carry this Act into execution.

For the Appointment of additional Subscribers.

II. And be it further enacted, That at the First or any subsequent Meeting of the said Subscribers it shall be lawful for them to appoint any Number of Subscribers not exceeding Three to act with the said Subscribers for putting this Act into execution.

No Act valid unless ordered at a Meeting.

Proceedings at Meetings.

III. And be it further enacted, That no Act of the said Subscribers shall be valid unless ordered, determined, or agreed on at some Meeting of the said Subscribers, such Order, Determination, or Agreement to be expressed in Writing, and signed by the Chairman of such Meeting; and all Powers and Authorities by this Act granted to or vested in the said Subscribers shall and may from Time to Time be exercised by the major Part of them present at any Meeting, the Number of Subscribers present at any such Meeting not being less than Five; and in all Cases where the Number of Votes on any Question shall be equal (including the Chairman's Vote) the Chairman shall have the casting Vote; and at every Meeting to be held for the Purposes of this Act the first Business shall be to elect a Chairman to preside at the same; and that no Order, Determination, or Agreement made by the said Subscribers at any Meeting shall be revoked or altered unless at some subsequent Meeting at which Nine of the said Subscribers at least shall be present.

Subscribers may sue and be sued in the Names of any Two or more of them.

IV. And be it further enacted, That the said Subscribers may sue and be sued in the Names of any Two or more of them, and all Actions and Suits which may be necessary or expedient to be brought for or in respect of any Matter or Thing relating to this Act may be brought in the Names of any Two or more of the said Subscribers; and no Action or Suit which may be brought, commenced, or prosecuted by or against the said Subscribers, by virtue or on account of this Act, in the Names of any Two or more of them, shall abate or be discontinued by the Death of any such Subscriber or Subscribers, or by any Act or Default of any such Subscriber or Subscribers, but the

the said Subscribers in whose Names any Action or Suit shall be commenced, prosecuted, or defended shall be always deemed Plaintiffs or Defendants in every such Action or Suit (as the Case may be).

Subscribers empowered to enter upon Lands, &c. mentioned in Schedule.

V. And be it further enacted, That it shall be lawful for the said Subscribers acting by virtue of this Act and they are hereby authorized and empowered to enter into and upon the Lands, Messuages, Houses, Tenements, Buildings, Gardens, and other Hereditaments more particularly mentioned and described in the Schedule to this Act annexed, and to take down and remove such Messuages, Houses, Tenements, or other Buildings or Hereditaments, and to enter upon and take Possession of such Gardens, Lands, and Hereditaments, and to form and alter the Ground, and to make an open Way, Approach, or Entrance, with Hedges, Fences, or Walls on the Sides thereof, from or near the said Eastern Hedge of the said *Globe* Inn Garden to *St. Leonard*'s Chapel in the said main Street of the Town of *Newton Abbot*, so that such open Way, Approach, or Entrance shall not exceed Forty-eight Feet in Breadth, besides and clear of Hedges, Fences, or Walls.

Subscribers empowered to treat for the Purchase of Houses, &c.

VI. And be it further enacted, That it shall be lawful for the said Subscribers and they are hereby empowered to treat and agree for the Purchase of any Lands, Messuages, Houses, Tenements, Buildings, Gardens, and other Hereditaments authorized to be taken by them as aforesaid, and of any subsisting Leases, Terms, Estates, and Interests therein and Charges thereon, or such of them or such Part or Parts thereof respectively as the said Subscribers shall think proper.

Persons empowered to sell and convey Lands, &c.

VII. And be it further enacted, That it shall be lawful for all Bodies Politic, Corporate, or Collegiate, Ecclesiastical or Civil, Corporations Aggregate or Sole, and for all Tenants for Life, and Tenants in Fee Tail, General or Special, or for Years determinable on any Life or Lives, whether in Possession, Reversion, Remainder, Expectancy, or otherwise, and for all Husbands, Guardians, Trustees, and Feoffees in Trust for charitable or other Purposes, Committees, Executors, or Administrators, and all other Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Person or Persons, and for all Femes Covert who are or shall be seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest therein, and for all and every other Person and Persons whomsoever who is or are or shall be seised, possessed of, or interested in any Lands, Messuages, Houses, Tenements, Buildings, Gardens, or other Hereditaments mentioned in the Schedule hereunto annexed or authorized or empowered to be taken, to contract for, sell, and convey the same and every Part thereof to the said Subscribers; and every Conveyance to be made by virtue of this Act shall be good, valid, and effectual in the Law, to all Intents and Purposes whatsoever, any Law, Statute, Usage, or Custom to the contrary thereof in anywise notwithstanding.

VIII. Pro-

Satisfaction to be made.

VIII. Provided always, and be it further enacted, That all and every Body and Bodies Politic, Corporate, or Collegiate, and Tenant and Tenants for Life, and Tenant and Tenants in Fee Tail, General or Special, or for Years determinable on any Life or Lives, whether in Possession, Reversion, Remainder, Expectancy, or otherwise, and all Feoffees in Trust, Executors, Administrators, Femes Covert, Husbands, Guardians, Committees, Trustees, and all and every other Person and Persons who is or are seised, possessed of, or interested in any Lands, Tenements, and Hereditaments required by the said Subscribers, and authorized to be taken by them as aforesaid, or which shall suffer or sustain any Injury or Damage by or in consequence of the Execution of any of the Powers hereby granted, may accept and receive Compensation or Satisfaction for the Value of such Lands, Tenements, and Hereditaments, and for the Damages to be sustained thereto by or in consequence of the Execution of any of the Powers hereby granted, as shall be agreed upon by and between the said Parties interested respectively, or any of them, and the said Subscribers; and in case the said Parties so interested in the said Lands, Tenements, and Hereditaments, or any of them, and the said Subscribers, cannot agree as to the Amount or Value of such Compensation or Satisfaction, the same shall be settled and ascertained as is herein-after directed.

If Parties are dissatisfied, they may cause a Jury to be impannelled to decide the Matter.

IX. Provided always, and be it further enacted, That if any such Body Politic, Corporate, or Collegiate, or any Feoffee or Feoffees in Trust, Executor, Administrator, Husband, Guardian, Trustee, Committee of or for any Idiot or Lunatic, or any Feme Covert, or any Person, whether Tenant for Life or in Fee Tail, General or Special, or for Years determinable on any Life or Lives, or any other Person or Persons seised or possessed of, interested in or entitled to any of the Lands, Tenements, and Hereditaments authorized by this Act to be purchased by the said Subscribers, or if any Body Politic, Corporate, or Collegiate, or any Person or Persons whomsoever, shall suffer or sustain any Injury or Damage from or in consequence of the Execution of any of the Powers hereby granted, and shall not accept such Purchase Money or other Compensation as shall be offered by the said Subscribers respecting the Purchase thereof or the Satisfaction to be made for any such Injury or Damage, and shall give Notice in Writing to any Two or more of the said Subscribers requiring a Jury to be summoned for the Purpose of assessing the Price of such Purchase or the Amount of such Satisfaction from Time to Time claimed or to be claimed, or if any such Body Politic, Corporate, or Collegiate, or any Person or Persons, so interested or entitled as aforesaid, shall, upon Notice in Writing given by any Two or more of the said Subscribers to the principal Officer of any such Body Politic, Corporate, or Collegiate, or to such Feoffee or Feoffees in Trust, Executors, Administrators, Husband, Guardian, Trustee, Committee of or for any Idiot, Lunatic, or for any Femme Covert, or to such Tenant for Life or in Fee Tail, General or Special, or for Years determinable on any Life or Lives, or other Person or Persons so interested or entitled as aforesaid respectively, or left at the last or usual Place or Places of his, her, or their Abode, or with the Tenant or Tenants, Occupier or Occupiers of such Lands, Tenements, or

other

other Hereditaments, for the Space of Twenty-one Days next after such Notice, neglect or refuse to treat, or shall not agree with the said Subscribers, or by reason of Absence or otherwise shall be prevented from treating, or through Disability by Nonage, Coverture, or other Impediment, cannot treat for themselves, or make such Agreement or Agreements as shall be necessary for the Purposes aforesaid, or shall not within the before-mentioned Space of Twenty-one Days, produce and fully disclose the State of the Title to the Premises which he, she, or they respectively is or are and shall be in Possession of, and the Interest which he, she, or they respectively may claim therein, then and in every such Case the said Subscribers, or any Three or more of them, shall and they are hereby empowered and required, within Twenty-one Days after the Receipt of such Notice by the said Subscribers, or after the Expiration of Twenty-one Days after the Delivery of such Notice by the said Subscribers, (as the Case may be,) to issue a Warrant under their Hands directed to the Sheriff of the County of *Devon*, commanding such Sheriff to impannel, summon, and return a Jury, and the said Sheriff is hereby required accordingly to impannel, summon, and return a Jury of Twenty-four honest and indifferent Men, qualified according to the Laws of this Realm to be returned for the Trials of Issues in His Majesty's Courts of Record at *Westminster*, to appear before the said Sheriff at such Time and Place as in such Warrant shall be appointed; and the said Sheriff is hereby required, out of the Persons so impannelled, summoned, and returned, or out of such of them as shall appear upon such Summons, to swear or cause to be sworn Twelve Men, who shall be the Jury for the Purposes aforesaid, and in default of a sufficient Number of Jurymen the said Sheriff shall return other honest, sufficient, and indifferent Men of the Standers-by, or that can be speedily procured to attend that Service (being qualified as last aforesaid), to make up the said Jury to the Number of Twelve; and it shall and may be lawful to and for all Persons concerned to have their lawful Challenges against any of the said Jurymen when they come to be sworn, but shall not challenge the Array; and the said Sheriff is hereby empowered and required, by a Summons or Notice, to be signed by such Sheriff either previous to or at the Time of any such Meeting or Meetings, to call before them all and every Person or Persons who shall be thought necessary and proper to be examined as a Witness or Witnesses upon Oath touching and concerning the Premises; and the said Sheriff may order and authorize the said Jury, or any Three or more of them, to view the Place or Places or Matter or Matters in question, if there be Occasion, and to use all other lawful Ways and Means, as well for his own as for the Jury's better Information in the Premises, as the said Sheriff shall think fit; which Jury, upon their Oaths, (which Oaths, as well as the Oaths to such Person or Persons as shall be called upon to give Evidence, the said Sheriff is hereby empowered and required to administer,) shall inquire of, assess, and ascertain the Sum of Money to be paid for the Purchase of such Lands, Tenements, or other Hereditaments, and what Recompence and Satisfaction shall be made to any such Body or Bodies, Person or Persons, in respect of any Loss, Damage, or Injury sustained or to be from Time to Time sustained on account of the Execution of this Act, and shall assess

separate Damages for the same; and after the said Jury shall have inquired or ascertained and settled such Damage, Recompence, and Satisfaction the said Sheriff shall thereupon order the Sum or Sums of Money so assessed by the said Jury to be paid by the said Subscribers to the said Owners or Occupiers of or other Person interested in the said Lands, Tenements, or Hereditaments, according to such Verdict or Inquisition of the said Jury, and shall give Judgment for such Purchase Monies, Recompence, or Satisfaction, to be assessed by such Jury; which said Verdict or Inquisition, Order and Judgment thereon, pronounced as aforesaid, shall be signed by the said Sheriff, and shall be final, binding, and conclusive, to all Intents and Purposes, against all Parties and Persons whomsoever claiming any Estate in Fee Simple or Fee Tail, for Life or Lives, in Possession, Reversion, Remainder, or Expectancy, or otherwise, their Heirs, Successors, Executors, and Administrators, Infants, Issue unborn, Femes Covert, Persons beyond the Seas and under any other Disability whatsoever, Bodies Politic, Corporate, or Collegiate, Ecclesiastic or Civil, Corporations Aggregate or Sole, as well as the said Subscribers, and all other Persons whomsoever, and shall not be removed by Certiorari or other Process into any of His Majesty's Courts of Record at *Westminster*, or any other Court, any Law or Statute to the contrary thereof notwithstanding: Provided also, that in all such Cases the Party claiming such Satisfaction or Compensation shall be Plaintiff, and shall be entitled to all such Advantages and Privileges as Plaintiffs are by Law entitled in Actions tried in any of His Majesty's Courts of Record at *Westminster*.

Penalty on Jurymen and Witnesses for not attending.

X. And be it further enacted, That if any Person so impannelled, summoned, and returned as aforesaid upon such Jury shall not appear without some reasonable Excuse, or appearing shall refuse to be sworn on the said Jury, or being so sworn shall refuse to give or shall not give his Verdict, or shall in any other Manner wilfully neglect his Duty therein, contrary to the true Intent and Meaning of this Act, he shall be liable and subject to the same Regulations, and to the same Pains and Penalties for such Default, as if he had been impannelled, summoned, and returned for the Trial of any Issue joined in any of His Majesty's Courts at *Westminster*; and if any Person so summoned and required to give Evidence before the said Jury touching the Premises shall neglect or refuse to appear after having been paid or tendered a reasonable Sum for his or her Costs, Charges, and Expences, or shall not allege a sufficient Excuse to the said Sheriff for not appearing, or shall refuse to be sworn and examined or to give Evidence, then and in every such Case every such Person so offending, upon Proof thereof made before One of His Majesty's Justices of the Peace for the County of *Devon*, upon the Oath of One or more credible Witness or Witnesses, shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds, according to the Discretion of the said Justice; and in case any such Penalty shall not be forthwith paid it shall and may be levied, by virtue of any Warrant under the Hand and Seal of the said Justice, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to such Person so offending the Overplus, after such Penalty and the Charges of such Distress and Sale shall

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be deducted; and every such Penalty which shall be paid by or recovered from any such Person who shall be impannelled, summoned, and returned on such Jury, or to give Evidence as aforesaid, shall go and be paid to the Person or Persons who shall appear to the said Justice to be injured by the Default of such Person.

Punishment of Persons giving false Evidence.

XI. And be it further enacted, That all and every Person and Persons who in any Examination to be taken upon Oath by virtue of this Act shall wilfully and corruptly give false Evidence or otherwise forswear themselves before any such Jury, or before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject and liable to such and the same Pains and Penalties as Persons guilty of wilful and corrupt Perjury are by the Laws of this Realm subject and liable to.

By whom Expences of Jury shall be paid.

XII. And be it further enacted, That in every Case where a Verdict shall be given by any such Jury for the same or more Money than shall have been previously offered, for and on behalf of the said Subscribers, as a Recompence or Satisfaction for any such Lands, Tenements, or Hereditaments as aforesaid, or for any such Estate, Right, or Interest therein, or for any Damages that may have been sustained by any Person or Persons as aforesaid, all the Cost and Charges incurred in summoning, impannelling, and returning such Jury, taking such Inquisition, and the Attendance of Witnesses, and recording the Verdict or Judgment thereon, shall be borne by the said Subscribers out of the Monies subscribed for the Purposes of this Act; and in case such Costs and Expences shall not be paid to the Party or Person entitled to receive the same within Twenty-one Days after Demand made thereof from the said Subscribers, then the same shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the Treasurer of the said Subscribers, (unless such Treasurer shall pay such Costs and Charges out of the Monies received by him by virtue of this Act, which he is hereby authorized to do,) under a Warrant to be issued for that Purpose by any Justice of the Peace for the said County of *Devon*, which Warrant any such Justice is hereby authorized and required to issue, under his Hand and Seal, on Application made to him for that Purpose by the Party or Person entitled to receive such Costs and Expences; and in every Case where a Verdict shall be given by any such Jury for less Money than shall have been previously offered by or on behalf of the said Subscribers, as such Recompence or Satisfaction as aforesaid, all the Costs and Charges incurred as aforesaid shall be borne by the Party or Parties refusing or neglecting to treat or agree as before mentioned; and in all Cases where any Difference shall arise touching the Amount of the said Costs and Charges the same shall be settled and ascertained by any Justice of the Peace for the said County of *Devon*, not interested in the Matter in question, who is hereby authorized and required to examine into and settle the same, and to appoint a Time and Place for Payment thereof; and where the Costs shall be payable by the Party or Parties having had any such Disagreement or Dispute with the said Subscribers as aforesaid, the Amount thereof, having been first paid by the said Subscribers, may be deducted by them

them out of the Monies awarded to be paid to such Party or Parties as so much Money advanced for his, her, or their Use, and the Payment or Tender of the Balance of such Money shall be deemed and taken to all Intents and Purposes whatsoever to be a Payment or Tender of the whole Money awarded and adjudged to such Party or Parties; or otherwise, if such Costs and Charges be not paid upon Demand, after being so ascertained as aforesaid, the same may be recovered by the said Subscribers from the Party or Parties liable to the Payment thereof by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, together with full Costs of Suit.

The Value of Lands and Compensation for Damages to be assessed separately.

XIII. And be it further enacted, That the said Sheriff and Juries, in their Awards, Determinations, Adjudications, Judgments, and Verdicts which they shall give in the Execution of the Powers hereby vested in them concerning the Value of Lands, Tenements, and other Hereditaments, shall separately and distinctly proportion off any particular Estate, Term, or Interest, and also any Damages sustained or to be sustained by any Body or Bodies, and Person or Persons whomsoever, in consequence of the Execution of any Powers of this Act, and shall assess and adjudge the Value set upon such Estate, Term, and Interest, and the Money assessed and adjudged for such Damages as aforesaid, distinct and apart from each other.

Form of Conveyance.

XIV. And be it further enacted, That all Sales, Conveyances, and Assurances of any Houses, Buildings, Lands, Tenements, or Hereditaments to be made to the said Subscribers in pursuance of this Act shall be made in the Form or to the Effect following, or as nearly applicable and conformable thereto as the Circumstances of the Case will admit; (that is to say,)

'I [*or* We] of in
'consideration of the Sum of paid to me [*or*
'us] by the Subscribers acting under or by virtue of an Act passed
'in the Sixth Year of the Reign of King *William* the Fourth, intituled
'[*here set forth the Title of this Act*], do hereby grant and convey to
'the said Subscribers and their Assigns, [*describe the Parcels to be*
'*conveyed*,] and all my [*or* our] Right, Title, and Interest to and in
'the same and every Part thereof, to hold to the said Subscribers
'and their Assigns for the Purposes of the said Act. In witness
'whereof I [*or* we] have hereunto set my Hand and Seal [*or* our
'Hands and Seals] this Day of in
'the Year of our Lord .'

Lands vested in the Subscribers.

XV. And be it further enacted, That upon Payment or legal Tender of such Sum or Sums of Money as shall have been contracted or agreed for between the Parties or assessed by such Jury in manner aforesaid, for the Purchase of any Buildings, Lands, or other Hereditaments mentioned in the said Schedule hereunto annexed, to the Person or Persons entitled to receive such Purchase Money respectively, or his, her, or their Agent or Agents, or within the Space of Fourteen Days after the same shall have been actually so agreed for, determined, or assessed, on the same being deposited in the Bank of

of *England* in manner by this Act directed (as the Case may be), it shall be lawful for the said Subscribers, and their Agents, Workmen, and Servants, immediately to enter upon such Buildings, Lands, Tenements, or other Hereditaments, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of any Person or Persons therein shall from thenceforth be vested in the said Subscribers, and such Payment, Tender, or Deposit shall not only bar all Right, Title, Claim, Interest, or Demand of the Person or Persons to whom the same shall or ought to have been made, but also shall extend to and be deemed and construed to bar the Dower of the Wife of every such Person, and all Estates Tail and other Estates in Reversion, Remainder, Expectancy, or otherwise, of his, her, or their Issue, and of all and every other Person and Persons interested therein, and to vest an absolute Estate of Inheritance in Fee Simple, free from all Incumbrances, on the said Subscribers and their Assigns: Provided always, that nothing in this Act contained shall authorize and empower, or be construed to authorize or empower the said Subscribers, or their Agents, Workmen, or Servants, or any of them, for the Purposes herein mentioned, to enter into and upon the Lands, Tenements, and Hereditaments so to be purchased by virtue of this Act as aforesaid, without having first paid or otherwise legally tendered for the same such Sum or Sums of Money as shall have been contracted or agreed for between the Parties or assessed by a Jury in manner herein-before directed.

Verdicts of Juries to be recorded.

XVI. And be it further enacted, That the said Verdicts and Judgments so given shall be transmitted by the Sheriff before whom the same shall be taken as aforesaid to and kept by the Clerk of the Peace or other Person or Persons having the Custody of the Records of the Quarter Sessions of the said County of *Devon*, and shall be deposited with and be deemed to be Records of such Quarter Sessions respectively to all Intents and Purposes, and the same or true Copies thereof shall be allowed to be good Evidence in all Courts whatsoever, and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, or to have Copies thereof, paying for every Copy the Sum of Sixpence for every One hundred Words, and so in proportion for any greater or less Number of Words.

Damages less than 20*l.* may be settled by Two Justices.

XVII. And be it further enacted, That in case the Value or Amount of any Compensation or Satisfaction to be made for any of the Lands, Tenements, or Hereditaments aforesaid, or for any Damages from Time to Time claimed or to be claimed, shall be alleged to amount to any Sum under Twenty Pounds, then such Value, Compensation, or Satisfaction shall or may be ascertained and settled by any Two Justices of the Peace acting for the said County of *Devon*, and shall and may be levied and recovered by Warrant under the Hands and Seals of any such Justices, together with reasonable Costs and Charges as shall be awarded and allowed by such Justices, by Distress and Sale of the Goods and Chattels of the said Subscribers, unless the said Subscribers shall pay and discharge the same within Twenty-one Days next after the Day

the same shall be ascertained and settled by such Justices as aforesaid.

Application Money to be paid when amounting to 200*l.* or upwards.

XVIII. And be it further enacted, That if any Money shall be agreed or awarded to be paid for any Lands, Tenements, or Hereditaments, or for any other Matter, Right, or Interest, of what Nature or Kind soever, purchased, taken, or used by virtue of the Powers of this Act, which shall belong to any Corporation, Femme Covert, Infant, Lunatic, or Person or Persons under any Disability or Incapacity, as herein-before mentioned, such Money shall, in case the same shall amount to or exceed Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account "*ex parte* the Subscribers for improving the Approach to the Town of *Newton Abbot*," pursuant to the Method prescribed by an Act made in the First Year of the
1 G. 4. c. 35. Reign of His late Majesty, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at* Westminster *on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward; to the Intent that such Money shall be applied, under the Direction and with the Approbation of the said Court, to be signified by an Order made upon a Petition to be preferred in a summary Way by the Person or Persons who would have been entitled to the Rents and Profits of the said Lands, Tenements, or Hereditaments, in the Purchase of the Land Tax, or towards the Discharge of any Debt or Debts, or such other Incumbrance, or Part thereof, as the said Court shall authorize to be paid, affecting the same Lands, Tenements, or Hereditaments, or affecting other Lands, Tenements, or Hereditaments settled therewith to the same or the like Uses, Intents, or Purposes; or where such Money shall not be so applied, then the same shall be laid out and invested, under the like Direction and Approbation of the said Court, in the Purchase of other Lands, Tenements, or Hereditaments, which shall be conveyed to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Messuages, Lands, and Hereditaments which shall be so purchased, taken, or used as aforesaid stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined and capable of taking effect; and in the meantime and until such Purchase shall be made the said Money shall, by Order of the said Court of Exchequer upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities; and in the meantime and until the said Bank Annuities shall be ordered by the said Court to be sold for the Purposes aforesaid the Dividends and annual Produce of the said Consolidated or Reduced Bank Annuities shall from Time to Time be paid, by Order of the said Court, to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the said Lands, Tenements, and Hereditaments

so hereby directed to be purchased in case such Purchase or Settlement were made.

When less than 200*l.* and amounting to or exceeding 20*l.*

XIX. And be it further enacted, That if any Money so agreed or awarded to be paid for any Lands, Tenements, or Hereditaments purchased, taken, or used for the Purposes aforesaid, and belonging to any Corporation, or to any Person or Persons under any Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall exceed and be equal to the Sum of Twenty Pounds, then and in all such Cases the same shall, at the Option of the Person or Persons for the Time being entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, taken, or used, or of his, her, or their Guardian or Guardians, Committee or Committees, in case of Infancy or Lunacy, to be signified in Writing under their respective Hands, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General of the Court of Exchequer, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same shall be paid, at the like Option, to Two Trustees, to be nominated by the Person or Persons making such Option, and approved of by the said Subscribers, such Nomination and Approbation to be signified in Writing under the Hands of the Parties nominating such Trustees, and under the Hands of Two of the said Subscribers, in order that such Principal Money, and the Dividends arising therefrom, may be applied in manner herein-before directed, so far as the Case be applicable, without obtaining or being required to obtain the Direction or Approbation of the Court of Exchequer.

When less than 20*l.*

XX. And be it further enacted, That where such Money so agreed or awarded to be paid as last before mentioned shall be less than Twenty Pounds, then and in all such Cases the same shall be applied to the Use of the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, and Hereditaments so purchased, taken, or used in pursuance of this Act, in such Manner as the said Subscribers shall think fit, or in case of Infancy or Lunacy then to his, her, or their Guardian or Guardians, Committee or Committees, to and for the Use and Benefit of such Person or Persons so entitled respectively.

In case of not making out a good Title, &c.

XXI. And be it further enacted, That in case the Person or Persons to whom such Sum or Sums of Money shall be so ordered to be paid as aforesaid shall not be able to make a good Title to the Premises to the Satisfaction of the said Subscribers, or shall refuse to execute such Conveyance or Conveyances, or in case such Person or Persons to whom such Sum or Sums of Money shall be so ordered to be paid as aforesaid cannot be found, or if the Person or Persons entitled to such Lands, Tenements, or Hereditaments be not known or discovered, then and in every such Case it shall be lawful for the said Subscribers to order the said Sum or Sums so awarded to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands,

Tenements,

Tenements, or Hereditaments, (describing them,) subject to the Order, Control, and Disposition of the said Court; which said Court, upon the Application of any Person or Persons making claim to any such Sum or Sums of Money, or to any Part thereof, by Motion or Petition, shall be and he is hereby empowered, in a summary Way of proceeding or otherwise, as to the said Court shall seem meet, to order the same to be laid out and invested in the Public Funds, or to order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estate or Estates, Title, or Interest of the Person or Persons making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem just and reasonable; and the Cashier or Cashiers of the Bank of *England* who shall receive such Sum or Sums of Money is and are hereby required to give a Receipt or Receipts for the same, mentioning and specifying for what and for whose Use the same is or are received, to such Person or Persons as shall pay any such Sum or Sums of Money into the Bank as aforesaid.

In case of disputed Titles the Person in Possession to be deemed lawfully entitled.

XXII. And be it further enacted, That where any Question shall arise touching the Title of any Person to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, in pursuance of this Act, for the Purchase of any Lands, Tenements, or Hereditaments, or of any Estate, Right, or Interest in any Lands, Tenements, or Hereditaments to be purchased in pursuance of this Act, or to any Bank Annuities to be purchased with any such Money, or to the Dividends or Interest of any such Bank Annuities, the Person or Persons who shall have been in Possession of such Lands, Tenements, or Hereditaments at the Time of such Purchase by the said Subscribers, and all Persons claiming under such Person or Persons, or under the Possession of such Person or Persons, shall be deemed and taken to have been lawfully entitled to such Lands, Tenements, or Hereditaments according to such Possession until the contrary shall be shown to the Satisfaction of the said Court of Exchequer; and the Dividends or Interest of the Bank Annuities to be purchased with such Money, and also the Capital of such Bank Annuities, shall be paid, applied, and disposed of accordingly, unless it shall be made appear to the said Court that such Possession was a wrongful Possession, and that some other Person or Persons was or were lawfully entitled to such Lands, Tenements, or Hereditaments, or to some Estate or Interest thereon.

For paying Expences of Conveyances to the Subscribers.

XXIII. And be it further enacted, That all the Costs, Charges, and Expences, on the Part as well of the Seller as the Purchaser, of all Conveyances and Assurances of any Lands or Hereditaments which shall be purchased or taken by the said Subscribers for the Purposes of this Act, and of deducing, evidencing, and verifying such Title as the said Subscribers may require to the said Lands or Hereditaments, and of all attested Copies which the said Subscribers may require of any Deeds, Evidences, or Writings relating thereto, and all Expences whatsoever incident to the Investigation, Deduction, or Verification of such Title, shall be exclusively borne and paid by the said Subscribers; and the said Subscribers, before entering into

Possession

Possession of the Lands and Hereditaments so purchased, shall pay the Amount of such Costs, Charges, and Expences, or, in case there shall be any Dispute about the same, shall deposit, for the Purpose of paying the same in such Manner as herein-after mentioned, the Amount of the Costs, Charges, and Expences claimed by the Party or Parties from whom the Lands and Hereditaments shall be purchased: Provided always, that the said Subscribers shall not be prevented from entering into Possession of the Lands and Hereditaments so purchased by reason of the Nonpayment of the said Costs, Charges, and Expences, or by reason of the Deposit herein mentioned not having been made, unless the Party or Parties from whom such Lands and Hereditaments shall have been purchased shall, within Seven Days after Notice in Writing for that Purpose shall have been given to them by the said Subscribers, deliver a Bill of their said Costs, Charges, and Expences to the said Subscribers, with the Name of a Solicitor as their Referee for the Purposes herein-after mentioned; and if the said Subscribers and the Party or Parties aforesaid cannot agree as to the Amount of such Costs, Charges, and Expences, the said Subscribers shall name a Solicitor as a Referee on their Part, and deposit the Amount of the Costs, Charges, and Expences claimed by such Party or Parties as aforesaid in the Hands of the said Two Referees, to answer the same; and such Costs, Charges, and Expences shall be settled and determined by the said Two Referees, or in case they should differ about the same then by a Third Solicitor as Umpire, to be named and appointed by such Two first Referees before they proceed on the Matter referred to them; and the Award and Determination of the said Two Referees or of the said Umpire, as the Case may be, shall be binding and conclusive, and shall be made within One Calendar Month from the Time of making such Deposit as is herein-before mentioned; and upon such Award and Determination being made the said Two Referees shall, by and out of the Money so deposited with them, pay to the Party or Parties from whom the said Lands and Hereditaments shall be so purchased as aforesaid the Amount of the Costs, Charges, and Expences which shall be so awarded and determined, and the Remainder of the said Money so deposited shall be returned to the said Subscribers: Provided also, that the Expence of determining such Costs, Charges, and Expences as aforesaid shall be paid and borne by the said Subscribers, unless One Sixth Part of the said Costs, Charges, and Expences shall be disallowed, in which Case the Expence of determining the same shall be paid and borne by the said Sellers, and the Amount thereof may then be deducted by the said Subscribers from the Sum payable by them under the Award and Determination of the said Two Referees or of the said Umpire.

Providing for Expences of Purchases from incapacitated Persons.

XXIV. And be it further enacted, That where by reason of the Disability or Incapacity of any Person or Corporation entitled to any Lands, Tenements, or Hereditaments to be taken under or by virtue of this Act, or from any other Cause whatsoever, the Purchase Money for such Lands, Tenements, or Hereditaments, or any Money to be paid for or by way of Compensation or Satisfaction for any Injury or Damage done to the same, shall be required to be paid into the

the Bank of *England*, and be subject to the Orders and Directions of the Court of Exchequer, under the Provisions contained in this Act, it shall be lawful for the said Court to order all the reasonable Costs, Charges, and Expences attending such Purchase, taking, or using of any Lands, Tenements, or Hereditaments, or which may be incurred in consequence thereof, and also of the Investment of the Purchase or Compensation Money paid in respect of such Lands, Tenements, and Hereditaments in Real or Government Securities, and likewise of the Re-investment of such Purchase or Compensation Money, or the Government and Real Securities purchased therewith, in the Purchase of Lands, Tenements, and Hereditaments, as herein-before mentioned, together with the Costs, Charges, and Expences of obtaining the proper Orders, and of the other Proceedings for such Purposes, and of the Payment of the Dividends and Interest of the said Government or Real Securities, and of the Payment of the Principal of the said Purchase or Compensation Money, and of the Government or Real Securities purchased therewith out of Court, to be paid by the said Subscribers, and the said Subscribers shall from Time to Time pay such Sums of Money for the said Costs, Charges, and Expences as the said Court shall direct.

Tenants to deliver up Possession upon Six Months Notice.

XXV. And be it further enacted, That every Tenant at Will or Lessee for Years or from Year to Year shall deliver up the Possession of the Buildings, Lands, or Premises they shall respectively hold to the said Subscribers, or to such Person or Persons as they shall appoint to take Possession of the same, upon having Six Calendar Months Notice to quit such Possession from the said Subscribers or any Two of them, or from the Person or Persons authorized by them to take such Possession, and such Person or Persons in Possession shall, at the End of the said Six Calendar Months, whether such Notice be given with reference to the Time or Times of such Tenant's holding or not, or so soon after as he, she, or they shall be required, peaceably and quietly deliver up the Possession of the said Buildings, Lands, and Premises to the said Subscribers, or to such Person or Persons authorized by them to take Possession thereof, such Authority being signified under the Hands of the said Subscribers or any Two or more of them, they the said Subscribers making such Satisfaction and Compensation to every such Tenant or Lessee, or other Person or Persons in Possession as aforesaid, in case, he, she, or they shall be required to quit before the Expiration of his, her, or their current Year in the Premises, as the said Subscribers shall deem just and reasonable; and if any Dispute shall arise touching the Amount of such Satisfaction or Compensation, then and in such Case the same shall be settled and ascertained by a Jury, in such and the like Manner as the Satisfaction and Compensation to be made for the Purchase of any Houses, Buildings, Lands, Tenements, or Hereditaments is herein-before directed to be settled and ascertained in case of any Difference or Dispute about the same; and in case any such Person or Persons so in Possession as aforesaid shall refuse to give such Possession as aforesaid, all reasonable Satisfaction being first made or tendered, it shall be lawful for the said Subscribers or any Two or more of them to issue their Precept or Precepts to the Sheriff of the said County of *Devon* to deliver Possession

Possession of the said Premises to such Person or Persons as shall in such Precept or Precepts be nominated to receive the same, and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy such Costs as shall accrue from the issuing and Execution of such Precept or Precepts, on the Person or Persons so refusing to give Possession as aforesaid, by Distress and Sale of his, her, or their Goods.

Mortgages to be transferred to the Subscribers after Payment or Tender.

XXVI. And be it further enacted, That all and every Person and Persons who shall have any Mortgage or Mortgages in any Buildings, Lands, Tenements, and Hereditaments to be taken, used, or sold in pursuance of this Act, not being in Possession thereof by virtue of such Mortgage or Mortgages, shall, on the Tender of the Principal Money and Interest due thereon, together with the Amount of Six Calendar Months Interest on the said Principal, by the said Subscribers, or by such Person or Persons as they shall appoint, immediately convey, assign, and transfer such Mortgage or Mortgages to the said Subscribers, or such Person or Persons as they shall appoint, or in case such Mortgagee or Mortgagees shall have Notice in Writing from the said Subscribers, or from such Person or Persons as they shall appoint, that they will pay off and discharge the Principal Money and Interest which shall be due on the said Mortgage or Mortgages at the End or Expiration of Six Calendar Months, to be computed from the Day of giving such Notice, then, at the End of the said Six Calendar Months, on Payment of the Principal and Interest so due, such Mortgagee or Mortgagees shall convey, assign, and transfer his, her, or their Interest in the Premises to the said Subscribers, or to such Person or Persons as shall be appointed in Trust for them; and in case such Mortgagee or Mortgagees shall refuse to convey and assign as aforesaid on such Tender or Payment, then all Interest on every such Mortgage shall from thenceforth cease and determine: Provided always, that in case the Principal Sum due upon any such Mortgage or Mortgages, with all Interest due thereon, shall amount to more than the real Value of the Premises to be taken and made use of for the Purposes of this Act, and shall be ascertained in manner herein-before directed, then the said Subscribers shall not be liable to pay to the Mortgagee more than the real Value of such Premises so ascertained as aforesaid: Provided also, that in case any such Mortgagee or Mortgagees shall neglect or refuse to convey or assign as aforesaid, then, upon Payment of the Principal Money and Interest due on any Mortgage as aforesaid, into the Bank of *England*, at the End of Six Calendar Months from the Day of giving such Notice as aforesaid, for the Use of the Mortgagee or Mortgagees, the Cashier or Cashiers of the Bank shall give a Receipt or Receipts for the said Money in like Manner as is herein-before directed in Cases of other Payments into the Bank, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of the said Mortgagee or Mortgagees, and of all and every Person and Persons in Trust for him, her, and them, shall vest in the said Subscribers, and they shall be deemed to be in the actual Possession of the Premises comprised in such Mortgage or Mortgages to all Intents and Purposes whatsoever.

XXVII. And

Subscribers empowered to sell Lands not wanted.

XXVII. And whereas the said Subscribers may be seised of Land, Buildings, Tenements, or Hereditaments which may not be wanted for the Purposes of this Act; be it therefore enacted, That it shall be lawful for the said Subscribers and they are hereby required, within Three Years after the passing of this Act, to sell and dispose of such Land, Buildings, Tenements, or Hereditaments, together or in Parcels, either by public Sale or private Contract (as they shall find most expedient), to such Person or Persons as shall be willing to contract for the Purchase of the same: Provided always, that they shall first offer the same for Sale to the Owner of any Buildings, Tenements, or Hereditaments from whom the same shall have been purchased, and if such Owner shall refuse or shall not agree (except with respect to or on account of the Price thereof) to purchase the same respectively, then the same shall be offered for Sale to the Owner of any adjoining Buildings, Tenements, or Hereditaments; and if such last-mentioned Owner shall refuse or shall not agree (except with respect to or on account of the Price thereof) to purchase the same respectively, a Declaration shall in either Case be made and subscribed before any One Justice of the Peace for the County or Place in which such Premises shall be situate, who is hereby empowered and required to take the same by some Person or Persons in no ways interested in the said Land, Buildings, Tenements, or Hereditaments, stating that such Offer was made by and on behalf of the said Subscribers, and that such Offer was refused or was not agreed to by the Person or Persons to whom the same was made, which shall be sufficient Evidence and Proof in all Courts whatsoever that such Offer was made and refused or not agreed to by the Person or Persons to whom such Offer was made (as the Case may be), and in case such Person or Persons shall be desirous of purchasing such Land, Buildings, Tenements, or Hereditaments, but shall differ or not agree with the said Subscribers on account of the Price thereof, then the Price or Prices thereof shall be ascertained by a Jury in manner as in this Act mentioned; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as by this Act is directed for ascertaining the Satisfaction for Damages; and the Money which shall arise by the Sale or Sales which may be made by the said Subscribers of such Land, Buildings, Tenements, or Hereditaments as aforesaid shall be applied for the Purposes of this Act, but the Purchaser or Purchasers thereof shall not be answerable or accountable for the Misapplication of such Money; and the Conveyances of such Lands, Buildings, Tenements, or Hereditaments shall be made to the Purchaser or Purchasers thereof, in such Form and Manner as herein mentioned with respect to the Conveyances to be made of the Land wanted for the Purposes of this Act, or as near thereto as Circumstances will permit; and such Conveyances so to be made by the said Subscribers shall respectively be under the Hands and Seals of any Three or more of such Subscribers.

Owners of adjoining Lands to have the first Offer.

Power for the Totnes Turnpike Trustees to advance 1000*l.*

XXVIII. And whereas the Trustees acting in pursuance of the said recited Act passed in the last Session of Parliament were authorized to make the said new Line of Road to the said Town of *Newton Abbot*, and which on its Approach into the said Town will

be nearly in the same Direction as the new Approach or Entrance authorized by this Act to be made, and it is reasonable to allow the said Trustees to subscribe towards the said intended new Approach or Entrance as aforesaid, as the said new Approach or Entrance will render the Line of Road authorized to be made by the said recited Act, so far as regards the Approach into the said Town, unnecessary; be it further enacted, That it shall be lawful for the Trustees for the Time being acting in the Execution of the said recited Act of the Fifth Year of the Reign of His present Majesty, if they should think fit, to pay, advance, or subscribe, out of the Monies to be received or borrowed upon the Credit of the said recited Act, in aid of the Expence of making the said new Access or Approach so authorized to be made by this Act, any Sum or Sums of Money not exceeding One thousand Pounds; and the said Trustees are hereby fully authorized and empowered, for the Purpose aforesaid, to borrow and take up the said Sum at Interest by way of Mortgage on the Tolls by the said Act granted, in such or the like Way or Manner as any other Monies are by the said recited Act authorized to be borrowed and secured, any thing in the said recited Act, or in an Act passed in the Seventh and Eighth Years of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to amend the Laws for regulating Turnpike Roads in* England, or in any other Act contained to the contrary notwithstanding, and which said Sum of One thousand Pounds shall be laid out and applied by the said Subscribers for or towards making and forming the said intended Access, Entrance, or Approach so authorized to be made by this Act as aforesaid. 7 & 8 G. 4. c. 24.

Lands, &c. to be purchased in Three Years from the passing of this Act.

XXIX. And be it further enacted, That if the said Subscribers shall not within the Space of Three Years, to be computed from the passing of this Act, agree for and cause to be valued the Lands, Messuages, Houses, Tenements, Buildings, Gardens, and other Hereditaments to be purchased for the Purposes of this Act, it shall not thereafter be lawful for the said Subscribers to take or use any such Lands, Messuages, Houses, Tenements, Buildings, Gardens, Grounds, or other Hereditaments without the Consent in Writing of the Owners thereof first had and obtained.

Way, Approach, or Entrance to be completed within Five Years.

XXX. And be it further enacted, That if the said Subscribers for executing this Act shall not within Five Years from and after the passing of this Act complete the said Way, Approach, or Entrance, so as to make the same passable for Horses and Carriages, then and from thenceforth all and singular the Powers and Authorities vested in them by this Act shall cease and determine to all Intents and Purposes whatsoever; and the Lands, Houses, Gardens, Tenements, or Hereditaments authorized to be taken by this Act shall in that Case revert to the former Owners thereof.

The Public to use the new Approach without Payment of Toll.

XXXI. Provided always, and be it further enacted, That the new Approach or Entrance shall at all Times be open to the Public, and all Persons shall have free Right and Liberty to use the same, by themselves, or with Carriages and Horses, and in the same Manner as any public Highway, and the said Subscribers shall not be at liberty to charge any thing for the Use of the same.

Expences of Act how to be paid.

XXXII. And be it further enacted, That the Costs, Charges, and Expences attending the applying for, obtaining, and passing this Act shall be paid and discharged out of the Monies first subscribed for the Purposes of this Act.

Public Act.

XXXIII. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

The

The SCHEDULE to which the foregoing Act refers.

Proprietors.	Lessees.	Occupiers.	Description of Property.
Devisees in Trust of the late Earl of Devon.	Richard Portbury -	John Beazley -	A Garden situate behind the Globe Inn Premises, and belonging thereto, and a narrow Strip of Land called the Globe Inn Waste, situate on the South of the said Globe Inn Garden, and adjoining to the same, with a Dung-pit at the Western End thereof; also a Garden-house, Privy, Stable, Piggery, and Coach-house situate at the Western End of the said Globe Inn Waste, and adjoining or near to the said Dung-pit.
The Trustees of Lands belonging to the County of Devon, and Lieutenant Colonel Thomas William Taylor, or One of them - -	William Winser -	William Winser -	A Garden adjoining the said Globe Inn Waste, with its Appurtenances.
Margaret Richards -	——	Margaret Richards	A Garden adjoining the said Globe Inn Waste, and Piggery, with its Appurtenances.
Henry Richards -	——	Henry Richards -	A Garden adjoining the said Piggery and Coach-house, with its Appurtenances.
Devisees in Trust of the late Earl of Devon.	Diana Hugo -	William Parker	A Garden adjoining a Garden belonging to Thomas Flamank, with its Appurtenances.
Devisees in Trust of the late Earl of Devon.	William Richardson	William Richardson	A Garden also adjoining the said Garden belonging to Thomas Flamank, with its Appurtenances.
William Gill -	——	Robert Crook the younger. -	A Garden adjoining the said Garden, in the Occupancy of the said William Richardson, with its Appurtenances.
William Doke -	——	William Doke -	Two Messuages or Dwelling Houses and Shops, with Outhouse, Bakehouse, Courtlage, and all other the Hereditaments and Appurtenances thereto respectively belonging, and which are situate adjoining the Premises next herein-after mentioned.
Thomas Flamank -	Robert Goodenough	Robert Goodenough, Mary Codner, Thomas Channon.	Two Messuages or Dwelling Houses and Tenements, Shops, Courtlages, Stables, Outhouses, and Garden, and all other the Hereditaments and Appurtenances thereto respectively belonging.

The whole of the Hereditaments and Premises comprised in the above Schedule are situate in the Parish of Wolborough in the County of Devon.

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