

Introduction

This digital copy of a Deed held in the Devon Records Office (I'll add the reference when I can find it!) was made in March and April 2006. Where I was not sure of my reading of a word or words, then "?" appears before and after the problem text. Where I have not attempted a transcription, then square brackets with the number of missing words are inserted = e.g. [3]. A few words are missing where the paper has rotted away. Text lost in this way is marked with an ellipsis in square brackets - [...]. Supertext contractions are marked with a forward slash before the supertext elements - e.g. Esq/re = Esquire

My comments on the text are in parenthesis. The appearance of capitals follows the original in as far as it is possible to determine the scribe's intentions, though many first letters are semi capitalised and not easy to transcribe one way or the other. Full points and punctuation in general are largely missing from the original, and line endings are ignored except where it is clear a new paragraph is intended.

CW 20/4/06

Deed of Declaration and Agreement made the seventh day of September one thousand eight hundred and fifty nine Between William Rennell Coleridge of Salston House Ottery Saint Mary in Devon Esq/re. Joseph Vicars Newbery of Ottery St Mary aforesaid Silk Manufacturer and Henry Farrant of Ottery St Mary Chemist & Wine Merchant. Trustees for the purposes hereinafter mentioned of the one part and The Sev/l persons whose names are signed and seals affixed in the Schedule of Subscribers hereunder written or hereunto annexed of the other part. Whereas the several parties hereto are desirous of erecting in the Town of Ottery St Mary, a Town Hall and two smaller Rooms to be attached thereto, together with a Colonnade under a part thereof & which Erections may afford as well a Hall for Petty Sessions and other Public Purposes. A ?Retiring? Room and a Library or Reading Room As also a more convenient Market Place, and which may at the same time add an Ornament to the Town and also return a profit to the Subscribers. And whereas the present Market Place Offers a convenient site for such Erections, And Sir Jn/o Kennaway the Lord of the Manor of Ottery aforesaid the owner in fee thereof. In consideration of the Erections agreed to be made as by indenture bearing the date herewith demised the present Market Place & Shambles. (a part of which was some years since converted into a Police Station and Cells for the use of the parochial police. Also the buildings and premises in the College occupied as a Store place for Hurdle Gates used on Market & Fair days by the now Lapse of the Market & Tolls. Together with all Tolls fees duties sums of money profits privileges & advantages arising or payable in respect of any Corn

grain Provisions horses Oxen Sheep hogs Cattle or other Merchandize Wares or things brought or disposed of or exhibited at or placed in or to the Fairs Markets Market Place (sic) & premises or any or Either of them Together with all Stallage foldage rents issues profits privileges ?Count or pre pondre? franchises & advantages arising from or incident to the said Fairs and Markets and of or to which the s/d Sir Jn/o Kennaway as Lord of the said Manor is entitled unto the s/d Trustees their executors administrators & Assigns for a term of ninety nine years from the 24th day of June next at the yearly rent of £3 during the first two years of the said term and of £5 yearly during the residue of the said term subject to a Proviso authorising the s/d Sir Jn/o Kennaway his heirs & assigns to determine the s/d Lease at the expiration of the 30th year of the s/d term by giving one years Notice to one of the said trustees and to the Treasurer and Secretary for the time being of the s/d Ottery Town Hall & Market Trusts & paying to the s/d Treasurer for the time being of the said Ottery Town Hall & Market Trust & paying to the s/d Treasurer for the time being the then value of all buildings Erected by the Ottery Town Hall & Market Trust and of the fixtures & furniture in the s/d Lease ment/d such value to be ascertained in manner thereby directed And whereas the subscribers believe that a sufficient sum of money for carrying out the contemplated object has been already promised & will be contributed either by subscription or donation. Now the subscribers do hereby agree to & with each other & also to & with the s/d trustees to enter into an Association or Partnership to be called "The Ottery Town Hall & Market Trust" and they do further agree that every subscriber shall be entitled to participate in the profits of the Trust & to vote at all meetings of Subscribers according to the Scale & in manner hereinafter mentioned And that every Contributor towards the undertaking who shall ?not? sign & execute this deed shall be called a Donor and be entitled to attend & vote at all such meeting of subscribers and to act on Committees but such donors shall not be entitled to participate in the profits of the Trust nor be in any way liable for any debt or losses And Whereas it was resolved at a meeting of the promoters of the Undertaking aforesaid That the said William Rennell Coleridge, Joseph Vicars Newberry and Henry Farrant shall be the Trustees of the said Trust - That Francis James Coleridge of Ottery St Mary aforesaid solicitor shall be the Treasurer of the funds Income & Revenue of the Trusts That Charles William Whitby of Ottery St Mary aforesaid ?M.B.? shall be Secretary & Treasurer. together with
The Right Honorable Sir John Taylor Coleridge
The Said Sir John Kennaway Baronet
The Rev/d Edward George Hunt ----- Clerk
John Baker ---- Printer
Henry Davy ---- Solicitor
Samuel Turnbill Evans ---- Draper

George Freeman ---- Gentleman

Frederick Abraham Smith ---- Esquire

shall be the Committee of Management - authorised to act on behalf of the
Subscribers - until the annual Meeting of Subscribers to be next hereinafter held as
hereinafter mentioned

That Mr Edward Ashworth of Exeter be the Architect and Surveyor of the trust and
that Mr Henry Davy of Ottery St Mary be the Solicitor to the Trust for so long as
the said Architect & Solicitor shall conduct themselves to the satisfaction of the
Committee Now the said several persons executing these presents do hereby adopt
& confirm the said Resolution. And the said Subscribers Do hereby severally &
individually each for himself his heirs executors a& Administrators covenant &
undertake to & with the said Trustees that the same covenantor has paid or will
upon his execution hereof pay unto the said trustees or to the said Treasurer or to
such other person as the Committee may Authorize in that behalf one 6th part of
the same covenantors Subscription as & for a Deposit & in part payment thereof
And that the said Covenantor will pay the residue of his or her said subscription to
the said trustees or to the said treasurer or such other person as aforesaid in such
proportions & at such times as may be directed by the Committee by Writing
under the hand of the Secretary for the time being And the said Subscribers do
further agree That the Committee shall have full power to procure such plans &
Specifications for the proposed Erections & to adopt & decide on such plan as
they may deem best. & to enter into a Contract for the same & all necessary Works
incident ?therein? & from time to time vary and make alterations in the plan
details of the Work in their discretion

That the money so subscribed contributed & paid as aforesaid shall be disbursed
under direction of the Committee in paying the preliminary expenses already
incurred including the preparation of the said Lease of there ?presents? & of any
Contract or Contracts which may be entered into & in & about the said Erections
& buildings & the several Works conected (sic) therewith & in paying the
Architect Surveyor Contractors & Workmen Employed in & about the same. Also
in paying for all necessary materials & all furniture to be placed in the said Rooms
or for the purpose of the Market or of the said trust generally which the Committee
may deem necessary & proper

That in the meantime & before the proposed new erections shall be completed the
said trustees under the direction of the Committee may let or employ a Collector
of the Market & Fair Tolls in their discretion

That all orders on the Treasurer shall be signed at a meeting of the Committee by
at least three members thereof

That in case any Surplus shall arise or remain from the Subscription or donation
fund after the Erections shall have been completed the said Surplus shall be

divided among the Subscribers rateably

That excess of expenditure beyond the amount of the said Subscription & donation fund shall be a charge on the Revenue & Income of the Trust as hereinafter mentioned

That the several Contributors shall be entitled to vote at all meetings of Subscribers according to the following scale that is to say -

Every Subscriber of £2-10-0 to have 1 Vote

Every Subscriber of £7-10-0 to have 2 Votes

Every Subscriber of £20-0-0 to have 3 Votes

Every Subscriber of £50-0-0 to have 4 Vote

Every Donor of £2-10-0 and upwards shall in respect of such Donation be entitled to----- 1 Vote for his life

That Certificates Signed by the Treasurer & Secretary shall be issued to every subscriber stating the amount of his Subscription and the number of votes to which he is entitled

And that such Certificate shall be deemed as between the parties hereto full Evidence that the person therein named is a Subscriber to the Trust to the amount stated in such Certificate. That in case of the loss or destruction of any Certificate the Committee may direct the Issue of another certificate in lieu thereof

That the receipt of the holder for the time being of any such Certificate or of the person presenting the same to the Treasurer shall be a full discharge for all Interest or dividend or share or revenue & income in the trust paid to such holder or person

That a General Annual Meeting of the Subscribers shall be held in the month of June, & that Notice of the day & hour of such Meeting shall be affixed Eight days previously thereto on the outer doors of the said Town Hall

That at such Annual Meetings a Chairman shall be chosen (who shall have a single second or casting Vote)

The accounts of the trust shall be exhibited & the Committee of Management & two Auditors shall be elected & other General Business transacted

That at the first such Annual Meeting or at some adjournment thereof s Committee of not more than Eight Eight (sic) Subscribers shall be elected. & that the

Trustees. Treasurer & Secretary for the time being shall be ex-officio member of the said Committee.

That at every subsequent annual meeting one half of the eight elected Members of the Committee to be divided by Lot shall retire & an equal number be elected in their place. And thenceforth at every succeeding Annual Meeting one half of the elected Committee who shall have served for the longest period since their last Election shall retire & an equal number of Subscribers be elected in their place but all members so retiring shall be eligible for re-election. And that the members of the Committee & Auditors shall be entitled to such remuneration for their trouble

as shall be fixed at any such annual meeting

That special Meetings of the Subscribers shall be convened by the Secretary when required so to do by any writing signed by eight Subscribers the aggregate of whose subscriptions shall amount to £100. The Notice of such Special Meetings to be affixed to the outer doors of the Town Hall 21 days previously to the day of Meeting & to state the business proposed to be brought before the Meeting

That all business connected with the said Town Hall & Market Trust shall be managed by the said Committee & that five Members present at a Committee meeting shall be competent to act. And that the Chairman at every Meeting shall be entitled to a second or casting vote

That the Committee shall have full power from time to time to appoint a Treasurer & Secretary being the same person or not Also a housekeeper & a collector of Revenue & income & ballot sufficient Salaries or remunerations to them respectively

That the Committee may make Bye Law for their own Guidance & for observance by the other Officers of the Trust

That the proposed Erections & buildings with the Market & fair Tolls & appurtenances may be let in one Lot or in several Lots at an Annual or other rent or the Revenues tolls Income & emoluments of the trust may be gotten in & collected by or under the direction of the Committee, & all Leases Agreements & other documents made or Executed by the Trustees & sanctioned or confirmed by a Resolution of the Committee shall be valid and binding on the subscribers

That the Committee may allow the use of the said Hall taking such rent fee or payment, as in their discretion may be deemed proper. either Generally or on each particular occasion That the Secretary for the time being or his Deputy shall enter in a Book or Books to be provided & kept for the purpose a minute or note of all proceedings & resolutions at meetings of the Subscribers of the Committee & such Minutes or Notes signed by the Chairman shall be valid and conclusive Evidence as against & between the parties hereto

That the Revenue & Income of the Trust shall be applied in manner following
First, In paying the expenses of Collecting the said Revenue & Income & of keeping the premises clean & in repair & insured against loss by fire

Secondly, In paying the Rent to Sir John Kennaway

Thirdly - In paying any outstanding claim upon the said trust or the Committee which may have arisen by reason of the erection [...] buildings furniture & expenses aforesaid having exceeded the total amount of Subscriptions & donations collected

Fourthly - In making & completing any alterations additions or Improvements which may at any time hereafter be resolved upon by the Subscribers at a special meeting to be convened for the purpose

Fifth & Lastly That any Surplus of revenue & Income after the several payments aforesaid shall be divided between the subscribers in a rateable proportion according to the amounts of their several subscriptions -

And it is agreed that if any Subscriber hereto shall fail for 6 months after notice from the Secretary to pay to the Treasurer any Installment or portion of his subscription. He shall forfeit his right to participate in the benefits & profits of the Trust. But it shall be lawful for the committee to order that his name be placed on the Register of Donors for the amount of money which he shall actually have paid That in case of any of the present or future trustees shall die resign or become Incapable or Incompetent to act, The Subscribers may at any annual or at any special meeting elect new Trustees or a new trustee & thereupon the surviving or continuing trustee or the Executors or Administrators of the last survivor shall assign the said Town Hall Market House Tolls franchise & premises & other property Goods Chattels & Effects of or belonging to the said trust & such New Trustees or trustee jointly with any continuing trustee or otherwise as directed by the Committee

That in case the said Sir Jno Kennaway his heirs or assigns shall determine the said Lease as hereinbefore mentioned at the expiration of the 30th year of the said term. That the Committee the time being (sic) shall have full power to treat with him or them & to agree on the amount of money to be paid by him or them or to name an Arbitration to be appointed by the trustees in accordance with the Provision of the said Lease

That it shall be lawful at any time for the Subscribers in special meeting assembled to authorize the Committee to treat & agree with the said Sir John Kennaway his heirs or assigns for a Surrender of the said Lease or to sell the same to any person or persons whomsoever on such terms as shall be sanctioned or confirmed by the subscribers in Special Meeting assembles so far as they are authorized by the said Lease to sell or assign the same

That in case the said Lease shall determined (sic) by the said Sir John Kennaway his heirs or assigns or surrender to him or them or to any other person or persons whoms[...?oever?] the receipt of the Treasurer for the time being shall be a sufficient discharge for the consideration or purchase money

That in case of any money being paid to the Treasurer as or for consideration or purchase money the same [1] payment of all the debts & liabilities of the trust shall be divided rateably between the subscribers their executors administrators or assigns Provided that no Executors Administrators or assigns of any Subscriber shall be entitled to participate in such division unless the Will or Probate Copy Letters of Administration or assignment under which he claims shall be registered in the Records of the trusts

That before making such division, an advertisement in the following form or to the

£10 John Wisby
£10 - Henry Farrant
£10 - William T Thomas
£5 - Samuel Warren
£2-10 James Fisher
£2-10 Wentworth W Buller
\$5 - Fred R Jeffery
£25 - J Patteson
(in pencil faint) £50 - W.R.Coleridge
£10 - Edwin E Coleridge
£10 - John Huyshe
£5 - Fred A Smith
£20 - Richard Farrant
£10 - Robert Warren
£5 - Henry Hopkins
£5 - James Shorland
£2-10 Francis Mayne
£20 - Samuel T Evans
£10 - John Baker
£5 - James Nosworthy
(in pencil faint) £5 - A Kennaway
(in pencil faint) £25 - R Marker
£10 - Henry Davy
£5 - William Searle
£5 - George Stone
£35 - James Pulman ppn Henry Davy
[...] Emma F Mayne
[...] Colin Newbery
[...] William Digby
£5 - Mary Williams
£5 - Thomas Selway
£5 - George Southcott
£5 - George Freeman Evans ?PS Truman?
£5 - Samuel Glyde Evans ?PS Truman?
£7-10 - Samuel Norrington
£10 - John Penny
£5 - John Burrough
£10 - Thomas Culverwell