

2992048
DATED 22nd September 1948.

THE CLINTON DEVON ESTATES COMPANY

and

THE RIGHT HONOURABLE LORD CLINTON

-- to --

THE TRUSTEES OF
THE BICTON PARISH MEETING

-- DEED OF GIFT --

-- of --

certain land and premises
at Bicton, Devon.



THIS DEED OF GIFT is made the twenty-second
day of September One thousand
nine hundred and forty-eight BETWEEN THE CLINTON DEVON ESTATES
COMPANY whose registered office is situate at Manchester House Imperial
Road Exmouth in the County of Devon (hereinafter called 'the Company') of
the first part THE RIGHT HONOURABLE CHARLES JOHN ROBERT HEPBURN-STUART-
FORBES-TREFUSIS BARON CLINTON G.C.V.O. (hereinafter called 'Lord Clinton')
of the second part and SAMUEL EDWARD BOLT of Kerslake Farm Yettington
Budleigh Salterton in the said County of Devon Farmer STANLEY ERNEST DRAKE
of Lufflands Farm Yettington aforesaid Farmer and ANNIE ELLETT the wife
of George Edward Ellett of Lemprice Farm Yettington aforesaid Farmer
(hereinafter called 'the Trustees') of the third part

WHEREAS Lord Clinton is seised of the property hereby conveyed
in fee simple in possession free from incumbrances in trust for the Company
for a like estate subject to and with the benefit of a Lease (not under
seal) made the seventh day of July One thousand nine hundred and thirty-
nine between Lord Clinton and the Company of the one part and the said
George Edward Ellett of the other part by which the said property was with
other property let to the said George Edward Ellett on a yearly Ladyday
tenancy at the yearly rent of One hundred and thirty-five pounds and
subject to the conditions therein contained

AND WHEREAS Lord Clinton and the Company are desirous of conveying
the said property to the Trustees upon the trusts and subject to the
covenants and conditions hereinafter expressed

NOW in pursuance of such desire and in consideration of the premises
THIS DEED WITNESSETH as follows :-

1. Lord Clinton as Trustee by direction of the Company hereby freely
and voluntarily conveys and the Company as Beneficial Owner hereby freely
and voluntarily conveys and confirms unto the Trustees

ALL THOSE pieces or parcels of land situate in the Parish of
Bicton in the County of Devon being part of Ordnance Number 204 for the
said Parish and containing .100 acres or thereabouts which said premises
are for the purpose of identification only more particularly delineated on
the plan attached hereto and thereon coloured respectively green pink and
brown TOGETHER with the hut or shed erected on the said piece of land
coloured brown on the said plan now in the occupation of the Parochial
Church Council for the said Parish and used as a Church Hut

TO HOLD the same unto the Trustees in fee simple upon the trusts
hereinafter declared concerning the same Subject as to the piece of land
coloured green on the said plan to the said Lease but with the benefit of

the conditions therein contained (so far as the same relate to the said piece of land) and on the part of the Lessee to be observed and performed And Subject as to the piece of land and premises coloured brown on the said plan to the existing tenancy of the said Parochial Church Council thereof at the yearly rent of one shilling

PROVIDED ALWAYS AND IT IS HEREBY DECLARED that if at any time within twenty-one years of the death of the last survivor of the descendants now living of Her late Majesty Queen Victoria the said Parochial Church Council shall cease to make use of the said Church Hut for religious purposes for a continuous period of three months or shall signify in writing their intention not to use the same for such purposes then the said piece of land coloured brown on the said plan and the Church Hut erected thereon shall revert to the Trustees upon the trusts hereinafter declared concerning the remainder of the property hereby assured

2. The Trustees shall stand possessed of the property hereby assured Upon Trust to permit any buildings from time to time erected thereon to be used only for meetings lectures entertainments or any other purpose which in the opinion of the Trustees shall be for the general benefit or advantage of the parishioners of Bickton aforesaid

3. The Trustees may cause any building from time to time standing on the said premises to be pulled down or rebuilt in order to render the same better adapted for the purposes hereinbefore mentioned

4. The Trustees HEREBY COVENANT with the Company and with Lord Clinton in manner following that is to say :-

(a) That the Trustees will within one month after the date of these presents erect and forever after maintain a substantial stock-proof fence between the points marked C - B, B - D and D - E on the said plan

(b) That if and when the Trustees shall enter into occupation of the piece of land indicated by the colour green on the said plan they will within one month thereafter erect and forever after maintain a substantial stock-proof fence between the points marked A - B on the said plan

5. The Company HEREBY COVENANTS with the Trustees that the Company will pay all future instalments of Tithe Redemption Annuity charged or payable in respect of the hereditaments hereby conveyed or on or in respect of any larger property of which it forms part and will keep the Trustees and its successors in title indemnified from and against any non-payment of such annuity or any part thereof

6. The Company HEREBY ACKNOWLEDGES the right of the Trustees to producti

and delivery of copies of the documents mentioned in the Schedule hereto and hereby undertakes for the safe custody thereof

7. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the property conveyed or transferred exceeds five hundred pounds

I N W I T N E S S whereof the Company has caused its Common Seal to be hereunto affixed and Lord Clinton and the Trustees have hereunto set their respective hands and seals the day and year first before written

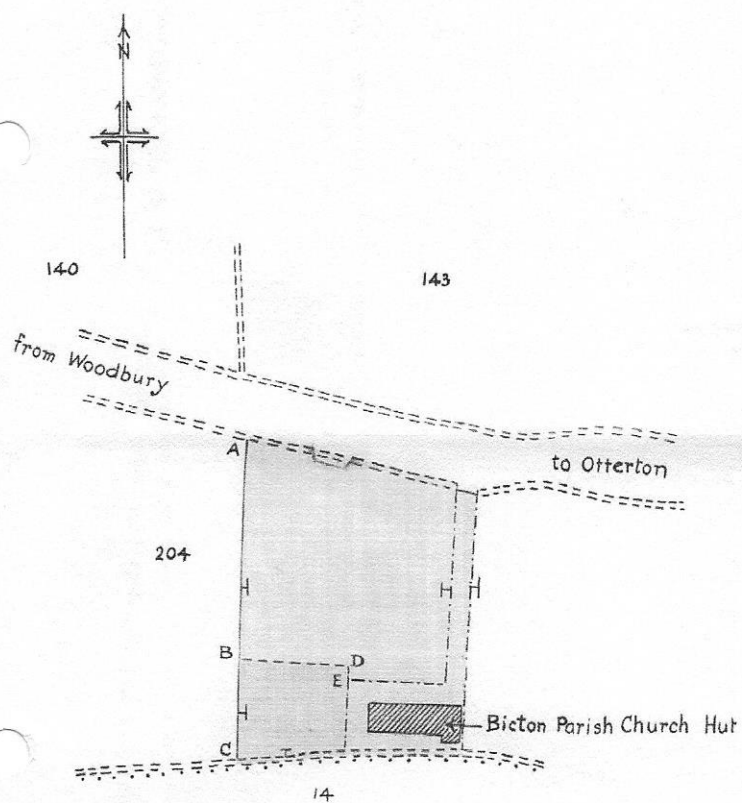
THE SCHEDULE before referred to

Date	Parties	Nature of Deed
30th December 1900.	The Honourable Mark George Kerr Rolle The late Lord Clinton Lord Clinton	First part
	The Honourable Henry Walter Forbes-Trefusis	Second part
	Hugh Viscount Ebrington Henry Yarde Buller Lopes	Third part
	John William Corrie Frere Arthur Francis Forster	Fourth part
26th February 1908	Hugh Earl Fortescue Sir Henry Yarde Buller Lopes	First part
	Lord Clinton	Second part
	Lewis Charles Cholmeley	Third part
27th February 1908	Lord Clinton	First part
	Lady Gertrude Jane Rolle	Second part
	John William Corrie Frere Arthur Francis Forster	Third part
28th February 1908.	The Honourable George Herbert Windsor Windsor-Clive Sir William Lewis Stucley Stucley	First part
	Lord Clinton	Second part
23rd July 1928.	Lord Clinton	First part
	The Clinton Devon Estates Company	Second part
		RESETTLEMENT
		ASSIGNMENT
		DEED of RELEASE and CHARGE
		CONVEYANCE
		AGREEMENT for SALE

THE COMMON SEAL of The Clinton Devon Estates Company was hereunto affixed in the presence of :

Duly Authorised

The Plan herein referred to



Scale: $\frac{1}{500}$ Ordnance