

Dated 13th Janry 1847

M^r. John Davys

to

M^r. Rob^t Stone (Clothier)

Disclaimer

of the Trusts of M^r. &

M^{rs} Stones Settlement

To all to whom

these presents shall come John Davys of the

Parish of Chipstade in the County of Somerset Yeoman to
sendeth greeting **Wheras** by virtue of Indentures of lease and Release bearing date respectively on or about the
the third and fourth days of December one thousand eight hundred and twenty nine and of a fine set congnance
de droit come ceo & as entered of Michaelmas term in the same year the Release being made or expressed to be made between
Robert Stone hereon and hereinafter described as Robert Stone Yeoman and Mary his wife of the first part Mary Will
Widowess the wife of James Wellstead but now a Widow of the second part and Robert Stone (Clothier) and the said John Davys
of the third part after reaching amongst other things that no use had been executed of the said fine by the said Robert
Stone Yeoman and Mary his wife or either of them And that it was hereby agreed that the same fine should operate and
more so hereinafter the saids therein after declared It is witnessed that All these the aforesaid tenement or
dwellinghouse Barn Stable Cuckay courtage and garden and several closes of land situated at Chipstade aforesaid in the
County of Somerset with the appurtenances were hereby granted bargained sold released and confirmed unto the said
Robert Stone (Clothier) and John Davys their heirs and assigns Upon trust for the benefit of the said Robert Stone Yeoman and
Mary his wife during their joint lives and the life of the survivor of them after the decease of either of them And after the decease
of such survivor so the uses upon and for the trusts intents and purposes and with under and subject to the powers and provisions
therein declared and contained of and concerning the same for the benefit of ^{the said} Elizabeth Will Warren wife of James
Warren and Mary Will Wellstead then the wife of James Will Wellstead and their heirs and assigns **And whereas** the said John
Davys never executed the said recited Indentures of lease and release and settlement or either of them nor hath he ever accepted or
acted in the behalf thereof in his own conjunction with the said Robert Stone (Clothier) by the said Indenture of Release and Settlement
but on the contrary he hath wholly declined to act therein and he is desirous to make and execute the said Release and Settlement
contained **Now know ye** and their presents witnesses that the said John Davys with the Privy and consent of the
said Robert Stone (Clothier) ratified by his executing these presents with his own hand and seal ^{and} ~~by~~ ^{absolutely and} ~~in~~ ^{entirely} ~~disclaim~~
unto the said Robert Stone (Clothier) his heirs executors administrators and assigns respectively All and singular the
lands tenements hereditaments and premises by the said Indenture of Settlement granted and conveyed by the said
Robert Stone Yeoman and Mary his wife unto him the said John Davys in conjunction with the said Robert Stone (Clothier)
as aforesaid together with the conveyance thereof respectively made as aforesaid by the same Indentures And also all the
Trusts powers and authorities whatsoever by the same Indentures given to or vested in him the said John Davys in conjunction
with the said Robert Stone (Clothier) as aforesaid upon or over the same hereditaments **In witness** whereof the said John
Davys and also the said Robert Stone (Clothier) have hereunto set their hands and seals the thirteenth Day of January
in the year of our Lord One thousand eight hundred and fifty seven.

John

Davys

Robert

Stone