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This Indenture

made the twenty eighth day of October in one thousand eight hundred and sixty four Between John Hugh Wadham Esq. of Brockley Hall in the County of Somerset Esquire, being the Tenant for his life in possession of the Estates comprised in a certain Indenture of Appointment and Settlement bearing date the eighteenth day of July one thousand eight hundred and forty three and further

particularized in the Schedule hereunder written of which Estates the land delineated and distinguished by being colored Pink and green in the plan drawn in the margin of the second skin of these presents is parcel partly as having been originally comprised in the said Indenture of appointment and Settlement and partly as having been conveyed to the use thereof by a certain Indenture of Conveyance bearing date the twentieth day of November one thousand eight hundred and fifty two and also further particularized in the said Schedule hereunder written of the first part **THE REVEREND CHARLES RANKEN HALL** of Inceston in the County of Monmouth Clerk of the second part and **THE WESTON MARSH PIER COMPANY** (hereinafter occasionally termed "the Company") established and incorporated by the Statute in that behalf made in which Act are incorporated the Companies Clauses Consolidation Act 1845 The Land Clauses Consolidation Act Amendment Act 1860 and The Harbour Docks and Piers Clauses Act 1847 except the Sections of the last mentioned Act with respect to life boats and with respect to keeping a tide and weather gauge) of the third part **Whitefish** that in consideration of the annual sum or rent charge hereinafter granted and secured or intended to be and of the covenants hereinafter on the part of the Company contained, the said John Hugh Wadham Esq. do hereby grant bargain sell and convey unto the said Weston super Mare Pier Company and their successors **With** the land which is delineated and distinguished by being colored Pink on the plan drawn in the margin of the second skin of these presents which land is situate in and to the seaward of the Parish or Township of Weston super Mare aforesaid and includes land covered with water freshwaters and shores the Island of Baumbach otherwise called Baumbach or Beane Island in the Bristol Channel and other hereditaments and ties within the limits of devolution delineated on the Plans of the Works of the Company mentioned in the said Weston super Mare Pier Act 1865 to have been deposited for public inspection in the month of November one thousand eight hundred and sixty one with the Clerk of the Peace of the said County of Somerset together with all ways waters watercourses mines minerals Quarries rights liberties privileges or easements and appurtenances whatsoever to the said land and premises belonging or in anywise appertaining save and except all rights of wreckage rights of fishery and other manorial rights belonging to the said John Hugh Wadham Esq. as Lord of the Manor of Weston super Mare or otherwise] **And** also **secretly** (by way of grant or conveyance and not of devolution) full right and liberty to and for the Company their successors and assigns in upon and out of all or any part of the land which is delineated and distinguished by being colored green on the said plan drawn in the margin of the second skin of these presents and which is also situate to the seaward of the Parish of Weston super Mare aforesaid and includes land covered with water and lies within the aforesaid limits of devolution to take rocks stones and other materials for the construction of the pier and Works by the Weston super Mare Pier Act aforesaid to be constructed and for other purposes of the same Acts and to improve and alter in such manner as to the Company their successors or assigns may seem fit for the purposes of the Company and for the purposes of navigation all or any portion of the said land colored green as aforesaid and particularly to erect construct and place thereon or on any part thereof the pier or authorized to be constructed by the said Weston super Mare Pier Act aforesaid or any part of such pier or of its abutments or supports and also toll houses fences gates approaches and other appurtenances requisite or expedient to be erected constructed or placed upon the same land or any part thereof in furtherance of the objects or designs of the Company and to use and enjoy the same respectively according to the true intent and meaning of the Acts last heretofore referred to and also full right and liberty for the purpose of taking such rocks stones and materials and making such improvements and alterations as aforesaid to enter with Surveyors Workmen horses carts waggons and other persons and things upon the same land and to bring thereon and thereupon or any part thereof and to remove therefrom such materials machinery and other things as the Company their successors or assigns may think fit and also all such other rights and liberties privileges easements and conveniences in and upon the same land as shall be requisite or convenient for the making of such improvements or alterations as aforesaid **to have and to hold** the said land colored Pink as aforesaid and other the hereditaments first heretofore by reference and otherwise devolved and all of which hereditaments and premises are hereinafter termed the "purchased land" **And** to hold **with** and enjoy the right or liberties privileges easements and conveniences hereinafter expressed to be granted in upon or out of the land colored green as aforesaid and which is herein after termed the "easement land" **UNTIL** and to the use of and by the Company their successors and assigns forever in accordance nevertheless with the provisions of the said Weston super Mare Pier Act aforesaid and subject to the grant and covenants hereinafter by and on the part of the Company their successors and assigns made and entered into and to the purposes hereinafter contained **And** this Indenture also **Whitefish** that in consideration of the grant or grants and other assurance hereinafter expressed to be made by and of the covenants hereinafter entered into with the said John Hugh Wadham Esq. do hereby grant bargain sell and convey unto the said Charles Ranken Hall his heirs and assigns for ever one clear annual sum or rent of fifty pounds being to be issuing out of and charged upon the purchased land and to be payable and paid unto the said Charles Ranken Hall his heirs or assigns by equal half yearly instalments on the twenty fifth day of March next and the twenty ninth day of September in every year without any deduction or abatement whatsoever thereout and the first of such half yearly instalments to become due and be paid on the twenty fifth day of March 1866 now next ensuing **And** for the considerations aforesaid the Company do hereby also grant unto the said Charles Ranken Hall his heirs and assigns that in case the said annual sum or rent of fifty pounds or any part thereof shall at any time or times hereafter be in arrears or unpaid by the space of twenty one days or more next after any day hereinafter appointed for payment thereof respectively as aforesaid then and so often it shall be lawful for the said Charles Ranken Hall his heirs or assigns in a full and effectual manner to all intents and purposes as in the case of rent reserved upon lease and in arrears to enter into and



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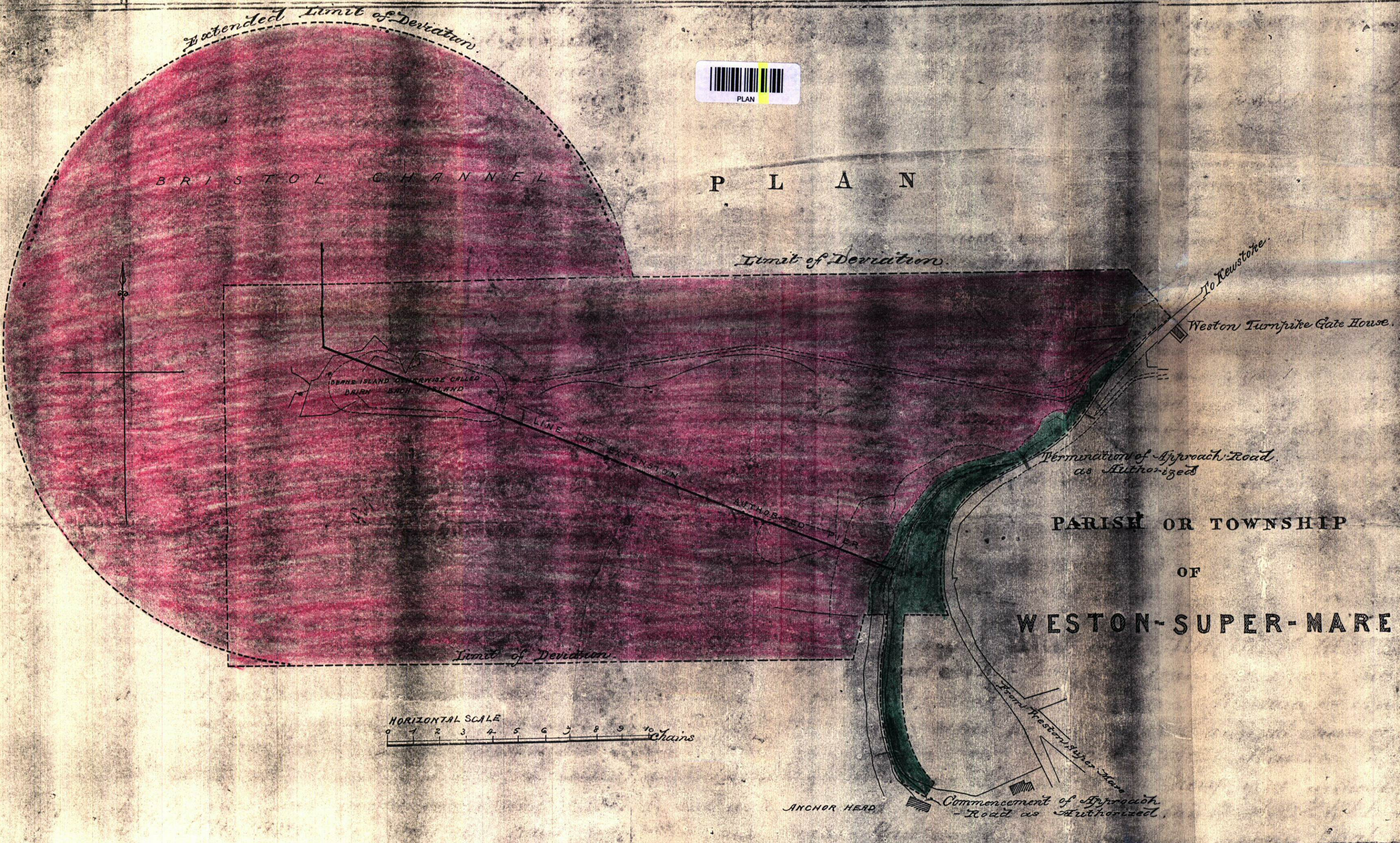
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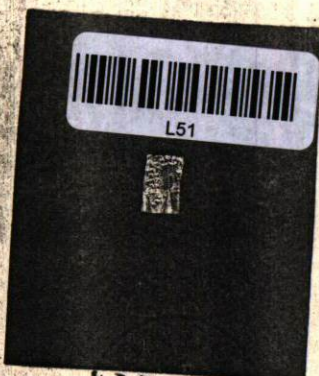
upon all or any part or parts of the "purchased Land" or of the pier and Works of the Company their successors or assigns or their respective toll houses and to sell and dispose of the distress or distresses then and there found to the intent that thereby or otherwise the said annual sum or rent or the part thereof for the time being in arrear or unpaid as aforesaid and all costs charges and expenses occasioned by the nonpayment thereof respectively may be fully paid and satisfied **And further** that in case the said annual sum or rent or any part thereof shall at any time or times be in arrear or unpaid by the space of Forty Days or more next after any of the days hereinbefore appointed for payment thereof respectively Then and so often altho there shall have been no legal demand made for the same respectively it shall be lawful for the said Charles Rankin Hall his Heirs or Assigns to enter into and upon and hold all or any part of the "purchased land" or of the pier and Works of the Company their successors or assigns or of their respective toll houses and to receive and take the rents issues profits tolls rates and monies of and arising from or out of or payable or recoverable at the premises so entered into or upon and for the use and benefit of him the said Charles Rankin Hall his Heirs or Assigns until he or they shall therewith and thereby or otherwise be fully paid and satisfied the said annual sum or rent and the arrears thereof due at the time of such entry or afterwards to become due during his or their being so in possession of the same several premises or any of them together with all costs charges and expenses which he or they shall sustain by reason of the nonpayment thereof or of such entry as aforesaid **And** every such entry and the possession of the said Charles Rankin Hall his Heirs or Assigns consequent thereon shall be without impeachment of waste **And** it is hereby expressly agreed and declared that the said annual sum or re-charge of Fifty pounds shall be and continue for ever hereafter a first charge on the tolls and rates payable under the said "Weston Super-Mare Pier Act" respectively according to the provisions in that behalf of the said Lands Clauses Consolidation Act amendment Act One thousand eight hundred and sixty **And** that the powers and remedies hereby given or created for the recovery of the same annual sum or re-charge shall be in addition to or concurrent with all rights powers and remedies given or created by the last mentioned Act and the said Lands Clauses Consolidation Act One thousand eight hundred and forty five or either of those Acts for the recovery thereof **And** **Further** that the same annual sum or re-charge shall as provided by the said "Lands Clauses Consolidation Act amendment Act 1860" be and remain upon and for the same uses trusts and purposes as those upon which the rents and profits of the "purchased land" stood settled or assured immediately before the conveyance hereby made thereof **And** the said Weston Super-Mare Pier Company for themselves their successors and Assigns do hereby grant and covenant to and with the said John Hugh Wadhams Esq. and his successors in State and his and their Assigns and also separately to and with the said Charles Rankin Hall his Heirs and Assigns in manner following that is to say that they the Company their successors and Assigns will well and truly pay unto the said Charles Rankin Hall his Heirs or Assigns the said annual sum or re-charge of Fifty pounds hereinbefore granted and secured by the indentments at the times and in manner hereinbefore appointed for payment thereof without any deduction or abatement out of the same on any account or pretence whatsoever **And** also that they the Company their successors or assigns will exercise the rights liberties privileges easements and conveniences hereinbefore expressed to be hereby granted in a proper and workman like manner doing as little damage as may be in the premises and will duly repair or make compensation for any damage which may be incurred or sustained by reason of any want of proper care on the part of the Company their successors and Assigns in the premises **And** further and particularly that the Company their successors or Assigns will not at any time or times hereafter erect build or place any Messuage or other building or permanent structure or erection whatsoever other than or except the said pier or part thereof or its abutments or supports or some of them or its toll houses fences gates approaches and appurtenances



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Easement Land



And further that the Company their successors or assigns will improve the land and premises comprised in and affected by these presents by means of the construction of the said Pier with its toll houses fences gates approaches and other appurtenances within the period of Five years from the date hereof And the said John Hugh Wadhams Digott Smyth Digott so far only as relates to his own acts and so as to bind himself and his representatives only while having the actual custody of the deeds and writings hereby covenanted to be produced but so far as practicable to bind such deeds and writings into whatsoever hands the same may come Both hereby for himself his heirs executors and administrators COVENANT with the Company their successors and assigns that the person or persons for the time being having the custody of the said Deeds and writings will upon every reasonable request in writing by and at the costs of the Company their successors or assigns produce and show to them or any of them or to a such person or persons as they shall require or at any trial hearing or examination in any Court of Law or other jurisdiction or in the execution of any commission or elsewhere as a occasion shall require every or any of the deeds and writings particularized in the Schedule hereunto written for the manifestation defence and support of the Estate title and possession of the Company their successors or assigns of and to the lands and easements hereby expressed to be granted by the said John Hugh Wadhams Digott Smyth Digott or any part thereof and will at all times at the cost of the Company their successors and assigns make and furnish to them such true copies attested or unattested of all or any of the same deeds or writings as they may require and will in the meantime keep the same deeds and writings safe whole uncancelled and undeposited unless prevented from so doing by fire or other inevitable accident **Provided** ALWAYS And it is hereby agreed and declared that in case the title authorized by the said Writen super Mare since (obscured) to be made shall not be made and completed within the period of five years next after the date of these presents then it shall be lawful for the said John Hugh Wadhams Digott Smyth Digott or for other the person or persons who if these presents had not been made would for the time be entitled in possession to the purchased land or for the Justices or Justice for the time being of the said Indenture of appointment and Settlement to determine these presents at any time within six Calendar months next after the expiration of the said period of five years by delivery to the Company their successors or assigns or leaving at the principal office or best known principal Office of the Company within such six Calendar months a notice in writing of such determination and thereupon the Company their successors or assigns shall at their own expense execute and do all such deeds and things as shall be necessary or proper on the part of the Company their successors or assigns for recovering or assuring the purchased land so as to vest or limit the same in such person or persons and to such uses and for such purposes and in such manner as the same but for these presents would then have stood limited and for freeing and absolutely discharging the easement land from all the rights and privileges hereby expressed to be granted therein thereupon and thereafter and will deliver up possession of and cease to use exercise and enjoy the said several premises accordingly **Provided** that the Company their successors or assigns may after the payment by them of the rent hereby reserved and all arrears thereof for their own use take remove and carry away all plant and fixtures and property which they shall have placed on or in the said land doing as little damage as possible and may for that purpose enter upon the said land within a reasonable time after the determination as aforesaid of these presents **Provided** ALSO that the Company their successors and assigns shall in the event of such determination as aforesaid pay to the person or persons delivering or leaving such notice as aforesaid the value of all materials which they the Company their successors or assigns shall have taken out of the purchased land and easement land or any part thereof respectively and shall not leave thereon **In Witness** whereof the said parties of the first and second parts have hereunto set their hands and seals and the said Writen super Mare Pier Company have hereunto caused their Common Seal to be affixed the day and year first before written.

The Schedule in the above written Indenture referred to

- 1716 Sept 28 & 29 **Indentures** of Lease and Release of these parts and made between John Digott the elder Esquire of the one part and John Digott the younger Esquire of the other part.
- 1843 July 18. **Indenture** of this date between John Baker of the first part Ann Smyth Digott (Wife of John Hugh Smyth Digott Esquire) of the second part the said John Hugh Smyth Digott of the third part John Hugh Wadhams Digott Smyth Digott of the fourth part Thomas Platt and John Baker of the fifth part and Robert Shillett of the sixth part.
- 1843 July 18. **Indenture** of Settlement of this date between Ann Smyth Digott and John Hugh Wadhams Digott Smyth Digott of the first part The Reverend Charles Ranken Hall and Shillett of the fifth part
- 1843 July 18. **Messed Copy Indenture** of this date made between the said Charles Ranken Hall and John Langworthy of the first part the said Ann Smyth Digott of the second part John Hugh Wadhams Digott Smyth Digott of the third part and William Elton Caroline Lucy Elton and William Hicks Townsend of the fourth part.
- 1852 Nov 20. **Indenture** of this date (endorsed on the said Indenture of Settlement of the eighteenth day of July one thousand eight hundred and forty three) and made between John Baker of the first part Ann Smyth Digott of the second part and Thomas Platt and John Baker of the third part.
- 1854 Oct 23. **Indenture** of this date between John Hugh Wadhams Digott Smyth Digott of the one part and Edward Frederick Smyth Digott of the other part.
- 1854 Oct 24 **Indenture** of this date between Thomas Platt and John Baker of the first part John Hugh Wadhams Digott Smyth Digott of the second part John Baker and Edward Frederick Smyth Digott of the third part and George Frederick Fox of the fourth part.

John Hugh Wadhams Digott Smyth Digott

C. Ranken Hall

