

TRANSCRIPT

THIS INDENTURE made the twenty eighth day of October in one thousand eight hundred and sixty four between John Hugh Wadham Pigott Smyth Pigott 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 particularised in the Schedule hereunder [written] of which Estates the land delineated and distinguished being coloured 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 user thereof by a certain Indenture of Conveyance bearing date the twentieth day of November one thousand eight hundred and fifty two and also further particularised in the said schedule hereunder written of the first part The Reverend Charles Ranken Hall of Shirenewton in the County of Monmouth [Clerk] of the second part and The Weston-super-Mare Pier Company (hereinafter occasionally termed "the Company") established and incorporated by the Weston-super-Mare Pier Act 1862 in which Act are incorporated the Companies Clauses Consolidation Act 1845 the Lands Clauses Consolidation Act 1845 the Lands 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 of keeping a tide and weather guage [sic] of the third part

WITNESSETH that in consideration of the annual sum or rent charge hereinafter granted and secured or intended so to be and of the Covenants hereinafter on the part of the Company contained, the said John Hugh Wadham Pigott Smyth Pigott doth by these presents grant bargain sell and convey unto the said Weston-super-Mare Pier Company and their successors First [UP?] the land which is delineated and distinguished by being coloured 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 foreshores and shores the Island of Bearnbach otherwise called Baunbach or Berne] Island in the Bristol Channel and other hereditaments and lies within the limits of deviation delineated on the Plans of the Works of the Company mentioned in the said Weston-super-Mare Pier Act 1862 and the Weston-super-Mare Pier Extension Act 1864 respectively to have been deposited for Public Inspection in the months of November one thousand eight hundred and sixty one and one thousand eight hundred and sixty three respectively with the Clerk of the Peace of the said County of Somerset [together with all ways waters watercourses mines minerals quarries rights liberties privileges easements and appurtenances whatsoever to the said land and premises belonging or in any wise appertaining save and except all rights of wreckage rights of fishing and other manorial rights belonging to the said John Hugh Wadham Pigott Smyth Pigott as Lord of the Manor of Weston-super-Mare or otherwise] And also secondly (by way of grant or Conveyance and not of exception) 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 coloured 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 also within the aforesaid limits of deviation to take rock stones and other materials for the construction of the Pier and Works by the

Weston-super-Mare Pier Acts respectively authorised 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 coloured green as aforesaid and particularly to erect construct and place thereon or on any part thereof the Pier authorised to be constructed by the said Weston-super-Mare Pier Acts respectively 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 hereinbefore referred to and also full right and liberty for the purpose of taking such rock 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 being thereon and thereupon or any parts 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 taking of such rock stones and materials for the making of such improvements or alterations as aforesaid **to have and to hold** the said land coloured pink as aforesaid and other the hereditaments first hereinbefore by reference and otherwise described and all of which hereditaments and premises are hereinafter termed the "purchased land" And to hold exercise and enjoy the right[s] liberties privileges easements and conveniences hereinbefore expressed to be granted in upon or out of the land coloured green as aforesaid and which is hereinafter termed the "easement land" UNTO and to the use of and by the Company their successors and assigns for ever in accordance nevertheless with the provisions of the said Weston-super-Mare Pier Acts respectively 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 provisoes hereinafter contained and this indenture also **witnesseth** that in consideration of the grant or grants and other assurance hereinbefore expressed to be made by and of the covenants hereinafter entered into with the said John Hugh Wadham Pigott Smyth Pigott and at his request and upon his nomination testified by his executing these presents the said Weston-super-Mare Pier Company do hereby grant bargain sell and confirm unto the said Charles Ranken Hall his heirs and assigns for ever one clear annual sum or rent of fifty pounds sterling 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 and the twenty ninth day of September in every year without any deduction or abatement whatsoever thereof and the first of such half yearly instalments to become due and to be paid on 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 arrear or unpaid by the space of twenty one days or more next after any day hereinbefore 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 as full and effectual a manner to all intents and purposes as in the case of rent reserved upon lease and in arrear to enter into and

[SECOND PAGE] DISTRAIN 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 non-payment 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 Ranken Hall his heirs or assigns to enter into and upon and hold all or any part of this "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 Ranken 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 non-payment thereof or such entry as aforesaid AND every such entry and the possession of the said Charles Ranken Hall his heirs or assigns consequent therein shall be without impeachment of waste and it is hereby expressly agreed and declared that the said annual sum or rent 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 Acts respectively according to the provisions in that behalf of the Lands Clauses Consolidation Acts 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 rentcharge shall be in addition to or concurrent with all rights powers and remedies given or created by the last mentioned act and the Lands Clauses Consolidation Act One thousand eight hundred and fourth five or either of those acts for the recovery thereof AND FURTHER that the same annual sum or rentcharge shall be provided by the said Lands Clauses Consolidation Acts 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 Wadham Pigott Smyth Pigott and his successors in estate and his and their assigns and also separately to and with the said Charles Ranken 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 Ranken Hall his heirs or assigns the said annual sum or rent charge of fifty pounds hereinbefore granted and received by the instalments at the times and in manner hereinbefore appointed for payment thereof without any deduction or abatement out of the same or 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 workmanlike 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 or particularly that the Company their successors or assigns will not at any time or times hereafter erect build or place any Messuage or any 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 upon the

[THIRD PAGE] EASEMENT LAND or any part thereof 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 Wadham Pigott Smyth Pigott 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 whosoever 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 successor or assigns produce and share to them or any of them or to such person or persons as they shall require at any trial hearing or examination in any Court of law or other judicature or in the execution of any commission or elsewhere as occasion shall require every or any of the deeds and writings particularised in this 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 Wadham Pigott Smyth Pigott 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 undefaced unless prevented from so doing by fire or other inevitable accident provided always and it is hereby agreed and declared that in case the Pier authorised by the said Weston-super-Mare Pier Acts respectively 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 Wadham Pigott Smyth Pigott or for other the person or persons who of these presents had not been made would for the time be entitled in possession to the purchased land or for the trustees or trustee 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 deliver to the Company their successors or assigns or leaving at the principal office or last 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 reconveying or assigning the purchased land so as to prevent 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

thereover 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 INWITNESS whereof the said parties of the first and second parts have hereunto set their hands and seals and the said Weston-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 Indenture of Lease and Release of these dates and made John Pigott the elder Esquire of the one part and John Pigott the younger Esquire of the other part.
- 1843 July 18 Indenture of this date between John Baker of the first part Ann Smyth Pigott wife of John Hugh Pigott Smyth Esquire of the second part the said John Hugh Smyth Pigott of the third part John Hugh Wadham Pigott Smith Pigott of the fourth part Thomas Platt and John Baker of the fifth part and Robert Philoff of the sixth part.
- 1843 July 18 Indenture of Settlement of this date between Ann Smyth Pigott and John Hugh Wadham Pigott Smyth Pigott of the first part the Reverend Charles Ranken Hall and the Reverend John Langworthy of the second part Thomas Platt and John Baker of the third part Edwin [Fridell] Fox and John Jones of the fourth part and Robert Philoff of the fifth part.
- 1843 July 18 Attested copy Indenture of this date made between the said Charles Ranken Hall and John Langworthy of the first part the said Ann Smyth Pigott of the second part John Hugh Wadham Pigott Smyth Pigott of the third part and William Elton Caroline Lucy Elton and William Hicks Townsend of the fourth part.
- 1852 November 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 and Ann Smyth Pigott of the second part and Thomas Platt and John Baker of the third part.
- 1854 October 23 Indenture of this date between John Hugh Wadham Pigott Smyth Pigott of the first part and Edward Frederick Smyth Pigott of the other part.

1854 October 24 Indenture of this date between Thomas Platt and John Baker of the first part John Hugh Wadham Pigott Smyth Pigott of the second part and John Baker and Edward Frederick Smyth Pigott of the third part and George Frederick Fox of the fourth part

John Hugh Wadham Pigott Smyth Pigott

C Ranken Hall

[FOURTH PAGE]

Signed sealed and delivered by the within named John Hugh Wadham Pigott Smyth Pigott in the presence of: [●]

Signed sealed and delivered by the within named Charles Ranken Hall in the presence of: [●]

Dated the 28th day of October 1864