

SHAW & SONS
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Gifts Indenture

made the twenty sixth day of February one thousand nine

hundred and twenty **Between**

Henry Francis Wilson of Preston in the County of Lancaster Esquire
Ernest William Newsham Esquire of Number 57 South Street in the County of London a Brigadier General in His Majesty's Army and Herbert William Wilson of Preston Esquire Land Agent (hereinafter called "the first Mortgagee") of the first part, the said Henry Francis Wilson Edward Thomas Mather of Preston Esquire and the said Herbert William Wilson (hereinafter called the "second Mortgagee") of the second part, William Wheat Mearns of Benham House in the County of Bucks a Captain (Retired) in His Majesty's Army (hereinafter called the Vendor) of the third part and the County Council for the Administrative Committee of the County of Lancashire of Lancaster (hereinafter called the Council) of the first part.

Whereas

by an Indenture of Conveyance in Date dated the twenty seventh day of July one thousand nine hundred and fifteen and made between Lawrence Lawrence Lambton of the first part the first Mortgagee of the second part the said Henry Francis Wilson of the third part the said Henry Francis Wilson and the said Herbert William Wilson of the fourth part Susan Alicea Crockett and the said Henry Francis Wilson of the fifth part both Elizabeth Lawton and the wife of the said Lawrence Lambton of the sixth part for James George Thomas Mather of the seventh part Thomas Geoffrey Lambton of the eighth part the second Mortgagee of the ninth part and the Vendor of the tenth part the lands hereinafter described and therein contained and secondly and thirdly hereinafter described and intended to be thereby assigned (hereinafter called the described premises) were with their covenants and promises assigned to the use of the Vendor in fee simple subject as is hereinafter mentioned **THE UTILITIES** by an Indenture of Subsequent dated the thirteenth day of July one thousand nine hundred and fifteen and made between the Vendor of the one part and the first Mortgagee of the other part certain portions of the described premises (being the premises contained in the first part of the Schedule hereto) and other hereditaments were assigned to the use of the first Mortgagee in fee simple to secure the payment of the principal sum of Fifty thousand pounds and interest thereon as therein mentioned **THE UTILITIES**

by an Indenture of Mortgage dated the twentieth day of July one thousand nine hundred and fifteen and made between the Vendor of the one part and the second Mortgagee of the other part the remaining portions of the described premises (being the premises contained in the second part of the Schedule hereto) were assigned with other hereditaments to the use of the second Mortgagee in fee simple to secure the payment of the principal sum of two thousand pounds and interest thereon in and as therein mentioned **THE UTILITIES** the Vendor is now seized in possession of the described premises and the inheritance thereof in fee simple subject only as aforesaid

to the first recited Indenture of Mortgage and as to the remainder thereof to the
secondly recited Indenture of Mortgage and the moneys hereby secured and also
as is hereinafter mentioned but otherwise free from incumbrances **And Whereas** an
Indenture of Lease dated the twenty third day of October one thousand nine hundred
and fifteen and made between the Mayor Aldermen and Burgesses of the Borough of
Preston (hereinafter called the Corporation) of the first part the said Lawrence Ruxton
of the second part and the Vendor of the third part All that strips of land on the South
side of the River Ribbles situate in Notton and Horwick in the County of Lancaster
and coloured blue on the plan hereto annexed (such strip of land running from the
Eastern boundary of the Township of Horwick to the Western boundary of the Township
of Notton) was demised to the Vendor from the ninth day of June one thousand nine hundred
and fifteen for the term of twenty one years subject to certain rights of way and tithes
provision of the said demised premises by the Corporation as therein particularly
mentioned and subject to the payment of the yearly rent of Twenty pounds thereby
reserved and to the observance and performance of the covenants conditions and the conditions
therein contained **And Whereas** the Vendor has agreed with the Vendor for the aforesaid sale
to the Vendor for the sum of one hundred and two thousand four hundred pounds of the described
premises and the infrastructure thereof, in like manner as if the Vendor had been the
owner thereof but otherwise free from incumbrances and of the said premises forthwith hereinafter
described and intended to be hereby assumed for the residue of the said term of Twenty one years
and subject only as is hereinafter mentioned **And Whereas** the sum of Twenty one

thousand two hundred pounds and no more is owing to the first Mortgagees on the security
of the first recited Indenture of Mortgage of the thirtieth day of July one thousand nine
hundred and fifteen but all interest has been paid and it has been agreed that the said sum
of Twenty one thousand two hundred pounds shall be paid out of the said purchase money to
the first Mortgagees and that they shall join herein in the manner hereinafter appearing

And Whereas the sum of Two thousand pounds and no more is owing to the second
Mortgagees on the security of the secondly recited Indenture of Mortgage but all interest has been
paid and it has been agreed that the said sum of Two thousand pounds shall be paid out of
the purchase money to the second Mortgagees and that they shall join herein in the manner
hereinafter appearing **And Whereas** the Vendor has agreed to purchase the said

hereditaments and premises hereinafter described and intended to be hereby agreed with the
consent of the Board of Agriculture and Fisheries and in exercise of the powers conferred on the
Board by the Small Holdings and Allotments Acts 1908-19 **Now this Indenture**
witnesseth that in pursuance of the said agreement and in consideration of the said

sum of One thousand and two thousand five hundred pounds or or before
the execution hereof paid by the Vendor as follows: The sum of Twenty one thousand
two hundred pounds paid thereof to the first Mortgagees by the direction of the Vendor
(the receipt whereof the first Mortgagees hereby acknowledge) and the sum of Two thousand
pounds other part thereof to the second Mortgagees by the direction of the Vendor (the
receipt whereof the second Mortgagees hereby acknowledge) and the sum of Fifty six

By
[Signature]

thousand three hundred pounds the residue thereof the Vendor (the receipt and
fragment in manner aforesaid of which said sum of thirty one thousand two hundred
pounds and five thousand pounds and sixty six thousand three hundred pounds making
together the said sum of one hundred and two thousand five hundred pounds the
Vendor hereby acknowledges) and of the sum of the first mortgage as to the heredita-
ments and premises hereinafter described in the first part of the Schedule hereto and
which are situate or arise in the Parishes of Hutton in the County of Lancaster and as
Mortgages and by the direction of the Vendor directing as beneficial owner hereby grant
convey and release and the second Mortgage as to the hereditaments and premises hereinafter
described in the second part of the Schedule hereto and which are situate or arise in the
Parishes of Horwick in the County of Lancaster and as Mortgages and by the direction
of the Vendor directing as beneficial owner hereby grant convey and release and the Vendor
as to all the said hereditaments and premises hereinafter described and as beneficial owner hereby
conveys and conveys into the benefit First SIR and singular the Farms farm
houses farm and other buildings and lands situate in the Parishes of Hutton and
Horwick in the County of Lancaster which are shortly described in the first part of the
Schedule hereto and are delineated on the plan hereon endorsed and are numbered and colored
on the said plan the numbers and colors set opposite thereto respectively in the first part of
the Schedule hereto and contain in the whole five thousand seven hundred and one decimal
three hundred and thirty eight acres of hereabouts in statute measure and are with the exception
of the Blue Anchor Inn and the land occupied therewith in the occupation of the Vendor and
are as to the Blue Anchor Inn and the land occupied therewith numbered 4 and colored red on the
said plan in the occupation of Thomas Richard Wilkins on a half yearly tenancy and Secondly
SIR and singular the Farms farm houses and other buildings and lands situate in the
Parishes of Horwick in the County of Lancaster which are shortly described in the second part
of the Schedule hereto and are delineated on the plan hereon endorsed and are numbered and
colored on the said plan with the numbers and colors set opposite thereto respectively in the
second part of the Schedule hereto and contain two hundred and thirteen decimal one
hundred and fifty seven acres of hereabouts in statute measure and are in the occupation
of the Vendor and Thirdly SIR the estate and interest of the Vendor of and in the
embankment of the river Ribbles and the lands outside the said embankment situate in the
said Parishes of Hutton Horwick and Lonsdale and delineated on the said plan hereon
endorsed and thereon edged round as shown on the said plan with colored lines respectively
corresponding with the colors on the said plan of the adjoining lands hereby assured
together with all such Improvements the Rent Charge payable in respect of any of the
said lands hereditaments and premises hereby assured as is now held in the Vendor To hold
the same with the appurtenances unto and to the use of the benefit their successors and
assigns in fee simple as to the said hereditaments and premises which are comprised therein
freed and discharged from the first ranked Indenture of Mortgage of the twentieth day of
July one thousand nine hundred and fifteen and all moneys thereby secured and all claims and
demands either or by virtue of the said Indenture and as to the said hereditaments and premises

which are comprised therein freed and discharged from the secondly recited Indenture of mortgage of the thirtieth day of July one thousand nine hundred and fifteen and all monies thereby secured and all claims and demands under or by virtue of the said Indenture and subject only as follows (1) to a right of way reserved to the corporation of Dunbar by an Agreement dated the twenty third day of July one thousand eight hundred and eighty five and an Indenture of conveyance dated the twenty second day of February one thousand eight hundred and forty one therein referred to and to the right of way over the road along the east side of the Marsh lands in Horwicks of record granted to the owners of the adjoining land and to all other rights of way and other easements (if any) affecting the same and (2) as to the said hereditaments and premises in Dunbar referred to the future payment of a fee farm rent of three pounds two shillings and eleven pence payable in the manner of Dunbar to

I W Francis less land tax and income tax and (3) as to certain hereditaments and premises comprising part of Dungeness Farm numbered 6 on the said plan endorsed hereon and other hereditaments and premises forming part of such farm to a Territorial Lands Improvement Charge (dated twenty sixth May one thousand nine hundred and eleven and numbered 5333) of thirty three pounds nine shillings and ten pence per annum expiring on the twenty fifth day of March one thousand nine hundred and fifty one and (4) as to the said hereditaments and premises known as Old Grange Farm and Croft Farm numbered 15 and 10 respectively on the said plan endorsed herein to the bounded like and charge of five pounds seventeen shillings and four pence per annum payable to the wards of Dunbarton in the said burgh (the payment for the year one thousand nine hundred and sixteen being five pounds eight shillings and one penny) and (5) to the expenses of maintaining the New Bridge over Longston Brook until the said bridge shall be taken over and maintained by the local Authority and (6) to the expenses of maintaining, repairing and keeping in working order the wraffall flood gates at Longston Bridge of record and (7) to the maintenance of the embankment on the premises known as the Old Grange Farm above and numbered No 15 on the said plan herein endorsed and (8) to the liability with other property for succession duty which will become payable on the death of a jointure real charge to the said Edith Elizabeth Countess wife of the said Lawrence Countess if such jointure real charge shall become payable but with the benefit of an undertaking dated the twenty seventh day of July one thousand nine hundred and fifteen by the said Lawrence Countess to pay the said succession duty if and when the same shall be payable so far as such undertaking affects the hereditaments and premises hereby assigned And this

Indenture also witnesseth that for the consideration expressed the Vendor as beneficial owner hereby assigns unto the Council Forwicks VR the hereditaments and premises comprised in and demised by the heretofore recited Indenture of Lease dated the twenty third day of October one thousand nine hundred and fifteen to hold the same (subject to the rights reserved by the said Indenture of Lease to the Corporation) unto the Council for the residue of the said term of twenty one years granted by the said Lease subject to the payment of the said yearly rent and the performance observance of the covenants on the part of the Vendor and

W. H. M.
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gross

conditions therein reserved and contained And the Board hereby -
 covenant with the Vendor that the Council their successors or assigns
 will henceforth during the continuance of the said term pay the
 said yearly rent of Twenty pounds and perform and observe the
 covenants on the part of the Vendor and conditions contained in the said Indenture
 of Lease and will at all times effectually indemnify the Vendor his heirs -
 executors and administrators against all actions and proceedings costs -
 damages expenses claims demands and liability whatsoever by reason or on
 account of the nonpayment of the said rent or any part thereof or the
 breach nonperformance or nonobservance of the said covenants and conditions
 or any of them Et witness whereof the said parties hereto
 of the first second and third parts respectively have hereunto set
 their respective hands and seals and the Board have caused their
 Common Seal to be hereunto affixed the day and year first above
 written

The Schedule above referred to

Part 1.

In the Townships of Hutton and Longton

Number and colour on Plan.	Description	Area in Acres
2 Purple	Sherdley Farm	65.782
3 Green	Schoorhouse Farm	38.437
4 Red	The 'Blue Anchor' Inn.	3.262
6 Yellow	Dunqon Farm.	269.457
7 Red	Moss Farm.	7.315
8 Yellow	Accommodation Land	5.293
9 Blue	Grass Land	9.826
10 Green	bar's farm.	59.889
11 Blue	Dunqon Field	7.174
12 Purple	Witherham Farm	165.760
13 Yellow	Bleggs Farm	36.597
14 Blue	Lamar's Farm	149.805
15 Yellow	Old Grange Farm	662.200
16 Red	Middle Grange Farm	192.541
		<u>1701.338</u>

Part II
In the Township of Howick.

Number and colour on plan	Description	Area in Acres
1 Red	Richard's Farm	52' 024
5 Green	Marsh Farm	161' 133
		213' 157

Signed sealed and delivered by the said Henry Franco Nelson in the presence of
 Ruth E. Wundlett
 John C. Wilson
 William Wright
 Daniel S. Johnston
 Preston.

Henry Davis Wilson.
 Exec. of Dr. J. P. Padden.
 Adm. of Whitton.

Signed sealed and delivered by the said Edward William Newham Padden in the presence of
 A. S. Stronnes
 51 South St. W. 11.
 Parlow mail.

Edw. J. Holden
 W. A. Waring

Signed sealed and delivered by the said Albert William Nelson in the presence of
 Dr. J. P. Padden
 L. J. Taylor

Signed sealed and delivered by the said Edward Thomas Nelson in the presence of
 John C. Wilson
 John S. Johnston
 Leominster, Nelson

Signed sealed and delivered by the said William Wheat Hoang in the presence of
 J. P. Padden
 L. J. Taylor

The Common Seal of the County Council of the County of Lancaster was hereunto affixed pursuant to a Resolution of the said Council in the presence of

J. P. Padden

1898

Dated 26th February 1920

Esqrs W. W. Manning

The Somerset County Council

Corbenance

from lands and other hereditaments in
parishes in Devon and Cornwall

SH 18

Registered Title No.

Z 4782



Memorandum

Made by an Indenture dated the 21st day of Novr 1891 between and amongst
and made betw the within mentioned County Council for the Administrative Purposes of the
County of Somerset, the Vendors of the one part and The Right Honourable George Pitt Rivers
of the other part. That all those lands and hereditaments known as Old George Farm in the parishes
of Totter and Longton in the County of Somerset, comprising (including the site of the building) the front
and nearly more or less three acres or thereabouts of about one acre being the hereditaments retained yellow on
the plans drawn on the within mentioned Indenture and also the most northerly part of land of the lands retained purple on
said plan. And secondly, That the estate of the vendors of said hereditaments of the name Robert and the lands
with the such hereditaments conveyed to the Purchaser in fee simple subject to obligations for maintaining and repairing
the outfall flood gates at Totter, Totter and the maintenance of the hereditaments named and to be built, along
with other property for purposes of the said Indenture but with the benefit of the within mentioned under taking
retained here to be, as an affected hereditaments thereby conveyed, and subject also to a Title Charge made by the
26th 1918 of the terms hereunto been stipulated and one time and subject also with other hereditaments to the within
mentioned fee farm rent of three pounds ten shillings and eleven pence but with the benefit of the underwriting thereon
contained and by such Indenture. Thirdly, The purchase conveyed in the within mentioned lease of the half an acre
land of Totter one the second more hereditaments and other hereditaments to the Purchaser for the residue of the term hereby
granted subject to the yearly rent reserved by and to the covenants and conditions contained therein. And such Indenture
contains an acknowledgment by the Vendor of the production of the within written Indenture and certain other documents
and an undertaking for the safe custody thereof.