

BRICK HOUSE ESTATE DOCUMENTS

These documents cover what is now Meadow Lea (formerly known as Brick House) and Lyn House and the land, which once belonged to the Brick House Estate. Ownership can be traced through the DANDO, JAMES and BLANNING families.

1.

INDENTURE of Bargain & Sale made 23rd March 12th James [1614/5] between William HIPPISEY, gent. of Stoneaston & Elizabeth his wife, Thomas HIPPISEY, gent. of Marston Biggott, Somerset, son & heir apparent of said William, & Mary his wife (1) & John HIPPISEY, gent. of Syon, Middx. (2).

WITNESSETH that in consideration of £600 paid by (2) to (1), receipt of which is acknowledged by William & Thomas HIPPISEY, (1) grants to (2) the following:

Close of arable & pasture ground called New Tynings containing 16 acres.

Parcel of arable & pasture ground likewise called New Tynings containing 5 acres lying with certain lands now in the occupation of Barnabe LEWES in a certain ground next adjoining to said former ground called New Tynings on the west near adjoining, together with close or park near adjoining to same containing 2 acres.

Close of meadow & pasture called More Lands containing 10 acres.

Close or park of meadow called Wilrise containing 1 acre.

Close of meadow ground called Moore Close containing 3 acres.

Close of meadow called Milhams containing 4 acres.

Close of pasture ground called Upp Milhams containing 4 acres, together with ½ acre of meadow lying in a mead by Temple Bridge in the tenure or occupation of Ferdinand HIPPISEY. All situated in Hallatrow in the parish of High Littleton & within the parishes of Cameley & Farrington.

Messuage or tenement in Hallatrow now or late in the tenure or occupation of William SKIDMORE (lease granted by said William HIPPISEY to said SKIDMORE for the term of 3 lives with a reserved yearly rent of 6s. 8d.).

Another messuage or tenement lying in Farrington & Hallatrow, or one of them, now or late in the tenure or occupation of Richard PITTED (lease granted by the said William HIPPISEY & Thomas HIPPISEY to said PITTED for the term of 3 lives with a reserved annual rent of 3s. 4d.).

Messuage & tenement in Hallatrow called Durcotts now or late in the tenure or occupation of John HIPPISEY, gent. (lease granted by said William HIPPISEY & Thomas HIPPISEY to John HIPPISEY for the term of 3 lives with a reserved annual rent of 5s. 0d.).

Messuage or tenement in Cameley now or late in the occupation of John COLLINS (lease granted by said William HIPPISEY to said COLLINS for the term of 3 lives with a reserved annual rent of 3s. 4d.).

Together with orchards, gardens, backsides, houses, buildings, barns, stables, outhouses, lands, meadows, pastures, commons, feeding, trees, woods, underwoods, waters, etc. appertaining to the said several messuages & tenements.

[Signed] W., Elizabeth, Tho's HIPPISEY, Mary.

Signed, sealed & delivered unto Richard MOGG to behest of John HIPPISEY in the presence of Tho's HIPPISEY, John PAYNES, Jo. FAUKNER, James VINCENT, Richard HOLLOWAYE.

2.

INDENTURE of Assignment made 24th May 1653 between William DANDO, yeoman of Hallatrow in the parish of High Littleton (1) & John DANDO his son (2).

WITNESSETH that in consideration of natural love & affection & other good causes (1) grants & farm lets to (2) for 1,000 years henceforth, the following:

1 close of meadow ground called Five Acres containing 5 acres.

1 close of meadow ground called Willrise containing 1 acre.

1 close of arable land called Chessells containing 1 acre.

2 parrocks of meadow ground adjoining, together called Little Marsh, containing 2 acres.

1 acre of arable land adjoining to South Slade upon the west & Farrington upon the south.

½ acre of arable land lying in the East Field of Hallatrow at Sunders Hill.

2 closes of pasture ground adjoining, together called More Leaze, containing 5 acres.

1 close of pasture land called Great Pitt abutting upon Bristol Way containing 3 acres.

1½ acres of meadow ground, being part of a ground called Combes Meades, joining to the water & upon the north side of the way leading to Paulton.

The north east part of the now dwelling house of said William DANDO in Hallatrow, consisting of 2 rooms below & 2 chambers over the same.

½ of the barn, stall, stables & hay house & the whole of the old malt house at the north west end of the said dwelling house with ½ of the mow barton & well barton adjoining the same, together with a little garden on the south side of the house & a parrock of ground lying on the east side of the orchard & upon the west side of a way shooting down to Lords Close & also the pig sty & the ground wherein the said pig sty is built between the garden & parrock aforesaid.

Reserving to William DANDO convenient ways at both ends of said parrock. All of which premises are situated in Hallatrow & is now or was late in the tenure, use or occupation of William DANDO.

Paying DANDO & his heirs yearly rent of 1s. 0d. on the Feast of St Michael the Archangel [29th September].

Signed & sealed by the parties (*This copy only has the mark X of William DANDO, with no witnesses*).

3.

INDENTURE made 1st May 1655 between Sir John HIPPISEY, Knight of Westminster, Middx. & Dame Katherine his wife (1), Richard HICKES, gentleman of Wells, Somerset & William HEATH, gentleman of Wells (2), Richard HILL, yeoman of Farrington Gurney (3), Thomas HODGES, yeoman of High Littleton (4), Thomas DANDO, yeoman of Radstock (5) & Joseph DANDO, yeoman of Hallatrow (6).

WHEREAS Sir John HIPPISEY, by several **Indentures of Infetment** dated [blank] 1654 and in consideration of various sums amounting in total to £160, sold to said Richard HILL, Thomas HODGES, Thomas DANDO & Joseph DANDO severally and respectively the following:

Closes of meadows or pasture ground with appurtenances called Longhill Grounds containing 20 acres.

Close of meadow or pasture ground with appurtenances called Southslade containing 2 acres.

All of which lie in Hallatrow & now are in the tenure or occupation of Richard HILL.

Close of arable ground called New Tinings containing 18 acres.

Close of arable ground containing 2 acres.

All of which are in the tenure & occupation of Thomas HODGES & are situated in Hallatrow.

Close of meadow & pasture called Moore Lands containing 10 acres.

Close of meadow ground called Moore Close containing 3 acres.

Which said two closes are now in the tenure & occupation of Thomas DANDO & are likewise in Hallatrow.

2 several closes of arable or pasture ground called Darkattsnape & the Little Meadow adjoining, in all containing 8 acres, now in the tenure & occupation of William DANDO, father of said Joseph DANDO & situated in Hallatrow.

NOW for further & better assurances of the title of said HILL, HODGES, DANDO & DANDO, Sir John HIPPISEY & Dame Katherine his wife covenant, before the end of Easter Term next to levy a fine & acknowledge before the Justices of the Court of Common Pleas at Westminster the demise of all the above premises to Richard HICKES & William HEATH, who shall stand & be seized in all the premises to the use of HILL, HODGES, DANDO & DANDO as to their respective closes & grounds etc.

Signed, Sealed & delivered by John & Katherine HIPPISEY in the presence of Reg. MARRIOTT, George DANDO & by Rich'd HICKES & W'm HEATH in the presence of Jo. SMITH, Rob't SMITH, George DANDO.

4.

FINAL AGREEMENT made in the Court of the Common Bench at Westminster from Easter day in 5 weeks 1655 before the Justices, between Richard HICKES, gent. & William HEATH, gent., plaintiffs & John HIPPISEY & Katherine his wife, deforciant of 30 acres of land, 5 acres of meadow & 30 acres of pasture in Hallatrow.

Whereupon a plea of Covenant was summoned between them in the said Court, that John & Katherine have acknowledged the said tenements etc. to be the right of Richard, as those which Richard & William have of the gift of John & Katherine and that they have granted the premises to Richard for ever; and as acknowledgment Richard & William have given John & Katherine £100.

5.

INDENTURE of Feofment dated 13th April 15th Charles 2nd 1663 [says 1664 on outside of document, which is incorrect] between William DANDO the elder, yeoman of High Littleton & William DANDO the younger, his son & heir apparent (1) to John DANDO, third son of William DANDO the elder (2)

WITNESSETH that for good considerations (1) grant and confirm to (2) the following:

1 close of meadow ground called Five Acres containing 2 acres.
1 close of meadow ground called Willrise containing 1 acre.
1 close of arable or pasture called Chessels containing 1 acre.
2 parrockes of meadow ground adjoining, together called Little Marsh, containing 2 acres.
1 acre of arable land adjoining to Southslade upon the west and Farrington upon the south.
½ acre of arable land lying in the East Field of Hallatrow at a place called Sunders Hill.
3 closes of pasture ground adjoining, together called Moorleaze, containing 5 acres whereof part is a withy bed.
1 close of pasture ground called Great Pitt abutting upon Bristol Way containg 3 acres.
1½ acres of meadow ground, being part of a ground called Combes Meades, joining to the water & upon the north side of the way leading to Paulton.
The north east part of the now dwelling house of William DANDO the father in Hallatrow & opening into the barton thereof, consisting of 2 rooms below & 2 chambers over the same.
The barn and the shelf house on the west side of said barn running the full length of the same barn & extending in breadth 27 feet.
The old malt house there.
½ of the well and well barton there.
The little garden on the south side of the house.
A parrock of ground next to the orchard & the way, being on the east part thereof, shooting down to Lord's Close.
The pig sty & the ground wherein the pig sty is built between the garden & the parrock aforesaid.
The parcel of ground on the west side of said barn marked out for a mow barton and taken out of the home close containing 6½ lugs [*square perches*].
½ the little barton walled in & adjoining the highway there.
together with free ingress, egress & regress to all the above, which is situated in Hallatrow in the parish of High Littleton in the county of Somerset and is now or was late in the tenure, use or occupation of William DANDO the father (reserving to said William DANDO convenient ways at both ends of said parrock).

Sealed & delivered by William DANDO the elder (*made X mark*), William DANDO the younger (*signed*) in the presence of Simon COTTON, Thomas HODGES, Thomas DANDO, Samuell DANDO (*all signed*).

Memorandum that, whereas ½ the well barton is granted to John DANDO, it is intended that John shall only make use of the said barton for fetching of water & washing there (*signed by same 4 witnesses*).

Memorandum that on 13th April the same year Liberty & Seisin was given by William DANDO the father, in person, to John DANDO, in person (*signed by same 4 witnesses*).

6.

NOTICE of Release of Dower dated 15th February 5th William & Mary 1692/3.

Sarah HODGES, widow of High Littleton, late wife of Thomas HODGES dec'd, late of High Littleton, gent., who was son & heir apparent of Thomas HODGES, heretofore of High Littleton, yeoman dec'd, in consideration of £100 (receipt of which is acknowledged) paid by Thomas HODGES, yeoman of High Littleton, her eldest son & heir of said Thomas HODGES her late dec'd husband, releases and forever quit claims to her son Thomas HODGES (now being in his actual possession & seizin) all her right of dower etc. in the following 2 closes:

Closes of arable ground called New Tynings containing 18 acres, late in the tenure of Thomas HODGES, her dec'd husband & now of Thomas HODGES, her son.

Close of meadow ground called Moore's Close containing 2 acres.

All of which are situated in Hallatrow in the parish of High Littleton.

Signed, sealed & delivered by Sarah HODGES in the presence of John DANDO jun'r, John LANGFORD, Robert LANGFORD sen'r.

15th February 1692/3, received of Thomas HODGES (my son) the £100 consideration money.

(*Signed*) Sarah HODGES. Witness John DANDO jun'r, John LANGFORD, Robert LANGFORD sen'r.

7.

INDENTURE of Lease made 16th February 5th William & Mary 1692 [*1692/3*] between Thomas HODGES, yeoman of High Littleton, son & heir of Thomas HODGES, dec'd, gent. of High Littleton (who was son & heir apparent of Thomas HODGES dec'd, heretofore yeoman of High Littleton) (1) & Thomas DANDO, yeoman of the parish of High Littleton (2).

WITNESSETH that Thomas HODGES, in consideration of 5s. 0d. paid to him by Thomas DANDO, receipt of which is acknowledged, has granted to DANDO the following:

4 several closes or grounds, being his close of arable ground called the New Tynings containing 18 acres.

Close of meadow ground called Moore's Close containing 2 acres.

All situated in Hallatrow in the parish of High Littleton & heretofore in the tenure or occupation of said Thomas HODGES the grandfather, since of Thomas HODGES the father & now of said Thomas HODGES.

For 1 year from today at a rent of 1 peppercorn (if demanded) on the Feast of St Michael the Archangel.

The intent of this grant is to put Thomas DANDO in actual possession of the premises & to enable him to take a release by deed dated 1 day after this.

Signed, sealed & delivered by Thomas HODGES in the presence of John DANDO jun'r, John LANGFORD, Joseph DANDO, Robert LANGFORD, sen'r.

8.

INDENTURE of Release made 17th February 5th William & Mary 1692/3 between Thomas HODGES of High Littleton, yeoman, eldest son & heir apparent of Thomas HODGES, yeoman dec'd, heretofore of High Littleton, (1) & Thomas DANDO of High Littleton, yeoman of the same parish (2).

WITNESSETH that Thomas HODGES, in consideration of £300 (receipt of which is acknowledged) paid by Thomas DANDO, releases and conveys to Thomas DANDO the following premises in DANDO's actual possession by virtue of an **Indenture of Lease** for 1 year, dated yesterday, between HODGES & DANDO:

4 several closes or grounds, comprising close of arable ground called the New Tynings, containing 18 acres.

Close of meadow ground called Moore's Close containing 2 acres.

All situated in Hallatrow in the parish of High Littleton & heretofore in the tenure or occupation of Thomas HODGES the grandfather, since of Thomas HODGES the father & now of said Thomas HODGES.

Together with all commons, feedings, easements, ways, paths, trees, woods, underwoods etc. but reserving to HODGES one moiety [$\frac{1}{2}$] of the tithes of corn & hay & all other tithes arising from the said premises.

For the better confirmation of DANDO's title, HODGES shall, before the end of Hilary Term next, levy a fine & acknowledge DANDO's right to the said premises before the Justices of the Court of Common Pleas.

Signed, sealed & delivered by Thomas HODGES in the presence of John DANDO jun'r, John LANGFORD, Joseph DANDO, Robert LANGFORD, sen'r.

17th February 1692/3, received of Thomas DANDO the £300 consideration money. (*Signed*) Thomas HODGES. Witness John DANDO jun'r, John LANGFORD, Joseph DANDO, Robert LANGFORD sen'r.

9.

[*In Latin*] By these presents Thomas HODGES of High Littleton, yeoman, holds himself firmly bound to Thomas DANDO of High Littleton, yeoman, to pay the sum of £60 to said DANDO.

Sealed 17th February 5th William & Mary 1692/3.

The Condition of the above written obligation is such that if Thomas HODGES shall pay & perform all the covenants etc. comprised in one pair of **Indentures** of the same date herewith, made between Thomas HODGES (1) & Thomas DANDO (2) and which, on the part of Thomas HODGES, ought to be paid or performed etc. according to the intent of said Indentures, then the above obligation shall be void, else it shall remain in full effect.

Signed, sealed & delivered by Thomas HODGES in the presence of John DANDO jun'r, John LANGFORD, Joseph DANDO, Robert LANGFORD, sen'r.

10.

INDENTURE of Lease made 9th October 33rd George 2nd 1759 between Joyce JAMES, widow of Hallatrow & Thomas BROOK the younger, yeoman of Downside in the parish of Shepton Mallett (1) & Thomas READ, gent. of Cloud Hill in the parish of Clutton & Robert BRODRIBB, clothier of Temple Cloud in Cameley (2).

WITNESSETH that in consideration of 5s. 0d. paid to (1) by (2), receipt of which is acknowledged, (1) has leased to (2) the following:

Messuage or tenement called The Brick House & the Barn, Stable, Outhouses, Backsides, Bartons, Courts, Yards, Gardens, Orchard & appurtenances, all erected on & taken out of a close of meadow or pasture ground called Moore Leaze.

Close of meadow or pasture ground called Moore Leaze (formerly 3 closes & some part thereof then a withy bed) containing 5 acres.

Close of meadow or pasture ground called Little Marsh (formerly divided into 2 parrocks) containing 2 acres.

Close of meadow or pasture land called Chessells, now more commonly known as New Naught, lying near White Cross on the east side of the highway there called Bristol Way & adjoining thereto, containing 1½ acres.

Close of meadow or pasture ground called Great Pitt lying on the east side of Bristol Way & adjoining thereto, containing 3 acres.

Close of meadow or pasture ground called The Five Acres adjoining to the north-east part of the close called Great Pitt, containing 2 acres.

Close of meadow or pasture ground called Willrise or Well Paddock, having a well therein & lying on the south side of a certain lane called Willrise Lane, containing 1 acre.

Close of meadow or pasture ground called Moore's Close, otherwise The Hollow Marsh Ground, formerly in the holding of Thomas HODGES, lying near Red House & adjoining on the east side thereof to a close called the Common Mead & abutting on the Lake there, containing 2 acres.

Close of meadow or pasture ground containing 1½ acres, formerly part of a ground called Combs Mead & now known as Green Stone, lying on the north side of the highway leading to Paulton & adjoining the water on the north & having the lands of Joseph LANGTON Esq. & George JAMES, gentleman, on the south side thereof.

½ acre of arable or pasture land lying in the East Field of Hallatrow at a place called Sunders Hill & inclosed in a certain close there together with lands late of John PURNELL dec'd, the same being the middle part of the said close.

Close of meadow or pasture ground now called South Slade, lying near Sunders Hill & adjoining on the south side thereof to lands of Samuel TUDOR in the parish of Farrington Gurney.

Messuage, tenement or dwelling house now in the occupation of Thomas BEAN, being heretofore the north-east part of the now dwelling house of Thomas DANDO, tanner, together with ½ the Little Barton adjoining the highway & ½ the well & other Barton belonging to the same Thomas DANDO's dwelling house, for fetching water & washing there, together with free ingress, egress & regress into & out of the same.

Little Garden lying on the south side of the said messuage, tenement or dwelling house now in the occupation of Thomas BEAN.

Orchard (formerly a paddock of meadow or pasture ground) containing ½ acre, adjoining to the orchard of the said Thomas DANDO on the west & to a private way there on the east & shooting down to Lord's Close.

Piece of ground lying between the said Little Garden & Orchard, wherein a pig sty formerly stood.

Malt house (part thereof being formerly a Barn) with the Mill house & Stable thereto belonging & a little strip of garden on the south side of the said Malt house & adjoining the close of the last named Thomas DANDO, called The Home Mead.

4 closes of arable, meadow or pasture ground called the New Tynings together containing 18 acres, formerly in the tenure of the said Thomas HODGES & lying on the west side of Bristol Way.

All of which are situated in Hallatrow & were late in the tenure or possession of Thomas DANDO the younger, maltster dec'd. Together with ways, paths, waters, trees etc. etc.

The Tithes of Corn, Hay, Wool, Lambs, Cow White [*Milk*], Calves, Pigs, Geese & all other Tithes Great & small arising from the said premises, as well as the rest of Hallatrow, being part of that belonging to the Rectory & Church of High Littleton & formerly belonging to the Monastery [*Abbey*] of Keynsham;

for 1 year from today at a rent of 1 peppercorn (if demanded) at the end of the term.

The intent of this grant is to put Thomas READ & Robert BRODRIBB [*as Trustees*] in actual possession of the premises & to enable them to take a release by deed dated 1 day after this.

Signed, sealed & delivered by Joyce JAMES in the presence of Tho's MILES, John MOGG, Isaac PARFITT & by Thomas BROOK the younger in the presence of Tho's MILES, John MOGG.

11.

INDENTURE of Release & Deed of Partition made 10th October 33rd George 2nd 1759 between Joyce JAMES, widow of Hallatrow (one of the 2 sisters & coheireses at law of Thomas DANDO, maltster dec'd, late of the same place, who was the only son & heir at law of Joyce DANDO dec'd by Thomas DANDO the elder, heretofore of Hallatrow, yeoman dec'd) & Thomas BROOK the younger, yeoman of Downside in the parish of Shepton Mallett & Betty his wife (which Thomas is the only son & heir at law of Susanna BROOK dec'd, who was the other sister & coheiress of Thomas DANDO the younger) (1) & Thomas READ, gent. of Cloud Hill in the parish of Clutton &

Robert BRODRIBB, clothier of Temple Cloud in Cameley (2) & James ANDREWS, stocking maker of Stratton in the parish of Shepton Mallet (3).

WHEREAS Joyce JAMES & Thomas BROOK are entitled to an estate tail with reversion in fee immediately expectant, as to half each, in the messuages, tenements, lands & tithes after named, this Indenture WITNESSETH that it is intended to divide up the various premises so that Joyce JAMES & Thomas BROOK may in future hold them severally.

NOW, in consideration of 10s. 0d. paid to Joyce JAMES & Thomas BROOK (receipt of which is acknowledged) by Thomas READ & Robert BRODRIBB, JAMES & BROOK release & grant to READ & BRODRIBB the following premises, which are in the latters' actual possession by virtue of an **Indenture of Lease** for 1 year dated yesterday.

Messuage or tenement called The Brick House & the Barn, Stable, Outhouses, Backsides, Bartons, Courts, Yards, Gardens, Orchard & appurtenances, all erected on & taken out of a close of meadow or pasture ground called Moore Leaze.

Close of meadow or pasture ground called Moore Leaze (formerly 3 closes & some part thereof then a withy bed) containing 5 acres.

Close of meadow or pasture ground called Little Marsh (formerly divided into 2 parrocks) containing 2 acres.

Close of meadow or pasture land called Chessells, now commonly known as New Naught, lying near White Cross on the east side of the highway there called Bristol Way & adjoining thereto, containing 1½ acres.

Close of meadow or pasture ground called Great Pitt lying on the east side of Bristol Way & abutting upon the same, containing 3 acres.

Close of meadow or pasture ground called The Five Acres adjoining to the north-east part of the said close called Great Pitt, containing 2 acres.

Close of meadow or pasture ground called Willrise or Well Paddock having a well therein & lying on the south side of a certain lane called Willrise Lane, containing 1 acre.

Close of meadow or pasture ground called Moore's Close, otherwise The Hollow Marsh Ground, formerly in the holding of one Thomas HODGES, lying near Red House & adjoining on the east side thereof to a close called The Common Mead & abutting upon the Lake there, containing 2 acres.

Close of meadow or pasture ground containing 1½ acres, formerly part of a ground called Combs Mead & now known as Greenstone, lying on the north side of the highway leading to Paulton & adjoining the water on the north & having the lands of Joseph LANGTON Esq. & George JAMES, gentleman, on the south side thereof.

½ acre of arable or pasture land lying in the East Field of Hallatrow at Sunders Hill & inclosed in a certain close there together with lands late of John PURNELL dec'd, the same being the middle part of said close.

Close of meadow or pasture ground now called South Slade, lying near Sunders Hill & adjoining on the south side thereof to lands of Samuel TUDOR in the parish of Farrington Gurney.

Messuage, tenement or dwelling house now in the occupation of Thomas BEAN, being heretofore the north-east part of the now dwelling house of Thomas DANDO, tanner, together with ½ the Little Barton adjoining the highway & ½ the well & other Barton belonging to the same Thomas DANDO's dwelling house, for fetching water & washing there, together with free ingress, egress & regress into & out of the same.

Little Garden lying on the south side of the said messuage, tenement or dwelling house, now in the occupation of Thomas BEAN.

Orchard (formerly a paddock of meadow or pasture ground) containing ½ acre, adjoining to the orchard of Thomas DANDO on the west & to a private way there on the east & shooting down to Lord's Close.

Piece of ground lying between the said Little Garden & Orchard, wherein a pig sty formerly stood.

Malt house (part thereof being formerly a Barn) with the Mill house & Stable thereto belonging & a little strip of Garden ground on the south side of the said Malt house & adjoining the close of the last named Thomas DANDO, called The Home Mead.

4 closes of arable, meadow or pasture ground called the New Tynings together containing 18 acres, formerly in the tenure of the said Thomas HODGES & lying on the west side of Bristol Way.

All of which are situated in Hallatrow & were late in the tenure or possession of Thomas DANDO the younger. Together with ways, paths, waters, trees etc. etc.

The Tithes of Corn, Hay, Wool, Lambs, Cow White, Calves, Pigs, Geese & all other Tithes Great & small arising from the said premises, as well as the rest of Hallatrow, being part of that belonging to the Rectory & Church of High Littleton & formerly belonging to the Monastery [*Abbey*] of Keynsham.

AS FOR & CONCERNING

the said messuage or tenement called The Brick House, with Barn, Stable, Outhouses etc. & the closes called Moore Leaze, Little Marsh, Chessells or New Naught, Great Pitt & The Five Acres, Willrise or Well Paddock, Moore's Close otherwise the Hollow Marsh Ground, Green Stone, the said half acre at Sanders Hill & South Slade, with appurtenances, together with the tithes arising from the same & ½ of all the other tithes mentioned above,

TO the use of Joyce JAMES & heirs for ever.

AS FOR & CONCERNING

the said other messuage, tenement or dwelling house in the occupation of Thomas BEAN with garden, orchard & other appurtenances adjoining & the said Malt House, Mill house, Stable & appurtenances adjoining & the 4 closes called the Tynings, together with tithes arising from the same & ½ of all the other tithes mentioned above,

TO the use of James ANDREWS in trust, for the benefit of Thomas BROOK & his heirs for ever.

For the better confirmation of title, Joyce JAMES, Thomas BROOK & Betty his wife shall, before the end of Michaelmas Term next, acknowledge & levy a fine before the Justices of the Court of Common Pleas at Westminster (Thomas BROOK also speaking for Susanna BROOK).

Signed, Sealed & delivered by Joyce JAMES in the presence of Tho's MILES, John MOGG, Isaac PARFITT & by Thomas BROOK the younger & Betty his wife in the presence of Tho's MILES, John MOGG.

12.

FINAL AGREEMENT made in the Court at Westminster in 15 days of St Martin in 33 George 2nd [1759] before the Justices, between Thomas READ, gent., plaintiff & Joyce JAMES, widow, Thomas BROOK the younger & Betty his wife, deforciant of 2 Messuages, 1 Malthouse, 1 Barn, 2 Stables, 2 Curtilages, 3 Gardens, 2 Orchards, 10 acres of Land, 40 acres of meadow, 42 acres of pasture & Common of pasture for all manner of cattle, with appurtenances in Hallatrow, & all manner of Tithes arising in Hallatrow.

Whereupon a plea of Covenant was summoned between them in the same Court, that Joyce & Thomas BROOK & Betty have acknowledged the said tenements etc. to be the right of Thomas READ as those which Thomas had of the gift of Joyce & Thomas BROOK & Betty & that they have granted the premises to Thomas READ for ever; & as acknowledgment Thomas READ has given Joyce & Thomas BROOK & Betty £200.

13.

INDENTURE of Lease made 20th March 1823 between Thomas JAMES, gent. of Hallatrow (1) & John GALE, gent. of Wellow (2).

WITNESSETH that in consideration of 5s. 0d. paid to (1) by (2), receipt of which is acknowledged, (1) has leased to (2) the following:

Close of ground sometime called Great Pitts & described as containing 4 acres but now better known as West containing 3 acres 1 rood & 3 perches, lying in Hallatrow & numbered 49 on the plan made of the Hamlet of Hallatrow in 1802 by Messrs SMITH & CRUSE (now in the possession of the Parish Officers of High Littleton), & now in the occupation of Thomas JAMES.

For 1 year from today at a rent of 1 peppercorn (if demanded) at the end of the term.

The intent of this grant of lease is to put John GALE in actual possession of the premises & to enable him to take a grant & release of the freehold reversion by indenture dated 1 day after this between Thomas JAMES (1), John GALE (2) & said Thomas JAMES & John Hill JAMES, gent. of Temple Cloud (3).

Signed, sealed & delivered by Thomas JAMES in the presence of John HILL, W'm WILLIAMS.

14.

INDENTURE of Release (by way of exchange) made 21st March 1823 between Thomas JAMES, gent. of Hallatrow (1), John GALE, gent. of Wellow (2) & said Thomas JAMES & John Hill JAMES, gent. of Temple Cloud in Cameley (3).

WHEREAS by virtue of an **Indenture** dated 17th November 1812 between James LANCASTER & Hester his wife (1), Thomas JAMES & Martha his wife (2) & John DOWLING (3) & by a fine levied in Hilary Term in 53rd George 3rd between John DOWLING, plaintiff & James LANCASTER & Hester his wife & Thomas JAMES & Martha his wife, deforciant, the close of ground & premises etc. hereinafter described were settled on such trusts or for such purposes as Thomas JAMES should appoint.

AND WHEREAS Thomas JAMES has agreed to convey the close of ground hereinafter described in exchange for other lands, late the joint property of himself & John Hill JAMES, which have been conveyed to Thomas JAMES by

an **Indenture of Release (preceded by a Lease for a year)** dated the same as hereto, & whereas the said lands, lately belonging to Thomas & John Hill JAMES were conveyed to Thomas JAMES in exchange for the close of ground hereinafter described, were subject to a Mortgage to John GALE by **Indenture of Lease & Release** dated 26th & 27th June 1812, the **Indenture of Release** being made between Henry BROWN, gent. of Brislington (1) Thomas JAMES & John Hill JAMES (2) & John GALE (3) to secure £2,000 & interest, GALE, at the request of Thomas & John Hill JAMES, having joined in the said Conveyance & discharged such lands from the Mortgage debt, has agreed that the close of ground hereinafter described shall be substituted for the land discharged & subjected to the Mortgage.

WITNESSETH that in consideration that Thomas JAMES & John Hill JAMES together & with John GALE, by **Indentures of Lease & Release** dated yesterday & today, have conveyed certain closes of ground called Well Paddock, Allards Ham & South Slade respectively situated at Hallatrow, free from the Mortgage of £2,000, to Thomas JAMES & also in consideration of 10s. 0d. paid to Thomas JAMES by each of John GALE & John Hill JAMES, receipt of which is acknowledged, Thomas JAMES grants & releases the following premises to John GALE (now in actual possession by virtue of an **Indenture of Lease** for 1 year, dated yesterday, in consideration of 5s. 0d.):

Close of ground sometime called Great Pitts & described as containing 4 acres, but now better known as West containing 3 acres 1 rood & 3 perches, lying in Hallatrow & numbered 49 on the plan made of the Hamlet of Hallatrow in 1802 by Messrs SMITH & CRUSE (now in the possession of the Parish Officers of High Littleton), & now in the occupation of Thomas JAMES.

Subject to equity of redemption of the Mortgage of £2,000.

Signed, sealed & delivered by Thomas JAMES & John Hill JAMES in the presence of John HILL & W'm WILLIAMS, Solicitors, Hallatrow & by John GALE in the presence of John HILL.

Memorandum dated 21st October 1857:

By **Indenture** dated 17th September 1857 the Close of Land called West (No. 288 on the High Littleton Tithe Map & containing 3 acres & 22 perches) was conveyed & assured with other hereditaments to Frederick POLLETT, Stone Quarryman of Temple Cloud, to the usual uses to bar dowers, discharged from the Mortgage of £2,000 & all other encumbrances & this Deed is covenanted to be produced to him.

15.

INDENTURE, being Deed of Partition, made 24th November 1879 between Thomas JAMES Esq. of Melbourne, Australia, now on a visit to England & residing at Hallatrow (1), Robert JAMES Esq. of Hallatrow (2) & Henry William PINNIGER, gent. of Westbury, Wilts. (3).

WHEREAS Thomas JAMES & Robert JAMES are entitled to the hereditaments comprised in the First Schedule hereunder, free from encumbrances, in equal shares as joint tenants.

AND whereas by **Indenture** dated 20th September 1879 between Edward Lee GALE (1), Thomas JAMES (2), Robert JAMES (3) & Henry William PINNIGER (4), the hereditaments comprised in the Second Schedule hereunder were granted to PINNIGER to the uses of Thomas & Robert JAMES in equal shares.

AND whereas it was lately agreed between Thomas & Robert JAMES that a partition should be made between them of the hereditaments comprised in the First & Second Schedules & that the hereditaments comprised in the Third & Fourth Schedules are the same as those in the First & Second Schedules, Thomas JAMES would take in severalty the hereditaments in the Third Schedule & Robert JAMES would take those in the Fourth Schedule & for equality of partition it was also agreed that Thomas JAMES should pay Robert JAMES £1,000.

NOW this Indenture witnesseth that in pursuance of the aforesaid agreement & £1,000 paid to Robert JAMES by Thomas JAMES, receipt of which is acknowledged, Thomas & Robert JAMES grant their undivided moieties of the hereditaments comprised in the several schedules & also the Tithes of Hallatrow to PINNIGER, who shall hold those comprised in the Third Schedule to the use of Thomas JAMES & those in the Fourth Schedule to Robert JAMES.

1st Schedule.

Piece, parcel or paddock of land called Cheshills or Little Chase Hill, lying at Hallatrow, No. 338 on the Tithe Map of High Littleton, containing 2 acres 1 rood 16 perches, & now in the occupation of Robert JAMES.

2nd Schedule.

Messuage or tenement called the Brick House & the Barn, Stable, Outhouses, Backsides, Bartons, Courts, Yards, Gardens, Orchards & appurtenances erected on & taken out of a close of meadow or pasture land called Moor Leaze.

Close of meadow or pasture ground called Moore Leaze (formerly 3 closes & some part thereof heretofore a withy bed) containing 5 acres.

Close of meadow or pasture ground called Little Marsh (formerly divided into 2 paddocks) containing 2 acres.

All of which lie in Hallatrow & were sometime in the possession of Thomas DANDO dec'd, afterwards of Joyce JAMES, widow, then of John JAMES dec'd, since of Thomas JAMES dec'd & late of John JAMES dec'd, which premises are now better known thus:

339 on Tithe Map - Orchard	1a. 2r. 30p.
439 on Tithe Map - Orchard	4a. 2r. 28p.
440 on Tithe Map - House & Garden	1r. 12p.
441 on Tithe Map - Garden	1r. 2p.

Also all the Tithes of Corn, Hay, Wool, Lambs, Cow White, Calves, Pigs, Geese & all other Tithes great & small arising from the said premises, as well as the rest of Hallatrow, being part of that belonging to the Rectory & Church of High Littleton & formerly belonging to the Monastery [*Abbey*] of Keynsham, except where the tithes have been commuted & shall arise out of 4 closes of ground called the Tynings, heretofore the property of Thomas BROOKE & now of [*blank*], all which said messuages, lands, premises, tithes etc. were part of the Freehold messuages, Lands, Tithes etc. devised to Joseph BRODRIBB & Stephen JORDEN by the last Will of Thomas JAMES dec'd.

3rd Schedule [*Thomas JAMES'*].

The Tithes of Hallatrow [*as described above*].

4th Schedule [*Robert JAMES'*].

Piece, parcel or paddock of land called Cheshill or Little Chase Hills, lying at Hallatrow, No. 338 on the Tithe Map of High Littleton, containing 2 acres 1 rood 16 perches, & now in the occupation of Robert JAMES.

Messuage or tenement called the Brick House & the Barn, Stable, Outhouses, Backsides, Bartons, Courts, Yards, Gardens, Orchards & appurtenances erected on & taken out of a close of meadow or pasture land called Moor Leaze.

Close of meadow or pasture ground called Moore Leaze (formerly 3 closes & some part thereof heretofore a withy bed) containing 5 acres.

Close of meadow or pasture ground called Little Marsh (formerly divided into 2 paddocks) containing 2 acres.

All of which lie in Hallatrow & were sometime in the possession of Thomas DANDO dec'd, afterwards of Joyce JAMES, widow, then of John JAMES dec'd, since of Thomas JAMES dec'd & late of John JAMES dec'd, which premises are now better known thus:

338 on Tithe Map - Little Chase Hills - Pasture	2a. 1r. 16p.
339 on Tithe Map - Orchard	1a. 2r. 30p.
439 on Tithe Map - Orchard	4a. 2r. 28p.
440 on Tithe Map - House & Garden	1r. 12p.
441 on Tithe Map - Garden	1r. 2p.
Total	<u>9a. 1r. 8p.</u>

Received the day & year within written from Thomas JAMES the sum of £1,000 being the consideration money to be paid by him to me. Signed Robert JAMES, Witness James HAINES, Station Master, Hallatrow.

Signed, sealed & delivered by Thomas JAMES in the presence of William Giffard Helpran Dinneley, 10 Abbey Crescent, Torquay & by Robert JAMES in the presence of James HAINES, Station Master, Hallatrow.

16. [*relevant to Thomas JAMES' purchase of Whinnox Hill and Little Marsh at Public Auction in 1881*].

Close Roll (Chancery) 1863, Part 71, No. 7.

INDENTURE made 3rd June 1863 between Daniel Charles WAIT Esq. of Belluton in the parish of Stanton Drew (1), Daniel Charles Purnell WAIT Esq. of the same place, eldest son of Daniel Charles WAIT (2) & George Frederick FOX, gentleman of the city of Bristol (3).

WHEREAS John PURNELL Esq., late of Woodborough House, made his last Will dated 6th October 1830, in which he devised all his messuages, lands, estates & premises at Hallatrow in High Littleton to John WAIT & Thomas Macaullay CRUTTWELL in trust to the use of John Purnell WAIT & after the latter's death to the use of the 1st son of John Purnell WAIT & so on, & in default of issue of John Purnell WAIT to the use of Daniel Charles WAIT for life & then to his eldest son.

John PURNELL died on 15th October 1839 & his will was proved at the Prerogative Court of Canterbury on 4th December 1839 by his executors Ann Purnell WAIT, William Savage WAIT & Daniel Charles WAIT.

John Purnell WAIT died unmarried on 19th August 1841.

Daniel Charles WAIT married Sarah WILSHIRE on 19th February 1839 & Daniel Charles Purnell WAIT their eldest son attained the age of 21 on 16th January 1863.

Daniel Charles WAIT & Daniel Charles Purnell WAIT are desirous of barring the estate in tail male & all other estates tail of Daniel Charles Purnell WAIT in the messuages, lands, estates etc. hereinafter granted.

NOW this Indenture witnesseth that for effecting the said desire & in consideration of the premises, Daniel Charles WAIT & Daniel Charles Purnell WAIT grant & dispose of the messuages, lands etc. referred to in the Will of John PURNELL dec'd & described in the Schedule hereunder, to George Frederick FOX, to hold the said messuages & lands etc. to the use of Daniel Charles WAIT during his lifetime & thereafter to the use of Daniel Charles Purnell WAIT & his heirs for ever.

Schedule.

<u>No. on HL Tithe Map</u>	<u>Description</u>	<u>Acreage</u>
339	- Farm house & premises, Bartons, Barn etc.	2r. 2p.
305	- Holly Marsh - Pasture	2a. 2r. 15p.
296	- Spring Mead - Pasture	6a. 0r. 5p.
294	- Temple Bridge - Arable	3a. 0r. 28p.
389	- Hooked Mead - Pasture	3a. 2r. 35p.
390 & 394	- Hooked Mead - Pasture	10a. 0r. 6p.
398	- Mead - Pasture & Orchard	5a. 2r. 22p.
		<u>31a. 2r. 33p.</u>

The above hereditaments are situated at Hallatrow & are now in the occupation of Mr James WEEKS as tenant of Daniel Charles WAIT.

342	- Whinnox Hill - Pasture	5a. 2r. 17p.
340	- Little Marsh - Pasture	2a. 3r. 25p.
356	- Coal Pit Close - Pasture	1a. 1r. 16p.
353	- Dirkets Knap - Pasture	5a. 2r. 12p.
360	- Pit Acre - Pasture	1a. 0r. 27p.
357	- Coal Pit Close - Pasture	6a. 1r. 37p.
358	- Hackney Acre - Pasture	1a. 2r. 25p.
384	- Butts - Pasture	7a. 1r. 27p.
385	- Orchard	1a. 0r. 3p.
379	- Down - Pasture	5a. 2r. 14p.
368 & 378	- Down - Arable	3a. 2r. 18p.
400	- Orchard	3r. 23p.
403	- Lower Orchard	1a. 2r. 12p.
402	- Farm Yard	1r. 22p.
404	- House & Garden	1r. 14p.
		<u>45a. 2r. 12p.</u>

The last mentioned hereditaments are also at Hallatrow & now in the possession of Daniel Charles WAIT.

Signed, sealed & delivered by Daniel Charles WAIT & Daniel Charles Purnell WAIT in the presence of James MANTILL, Solicitor, Bristol.

Enrolled 8th June 1863.

Certified true & authentic copy, S.J. HANDCOCK, Assist't Keeper of the Public Records, 8th January 1910.

17.

INDENTURE of Conveyance dated 19th November 1881 between William Samuel WHITTUCK of Kempston, Beds., Major in the Bedfordshire Reg't (1), Frances Matilda WHITTUCK, late of Ellstridge House, Keynsham, Som. but now of Biarritz, France, widow (2), Ellen SAINSBURY of City of Bristol, spinster & Frederick William WHITTUCK of the same city, gent. (3), Daniel Charles WAIT Esq. of Woodborough House in the parish of Camerton (4), Daniel Charles Purnell WAIT Esq. of Hallatrow (5) & Thomas JAMES of Hallatrow, gent. (6).

WHEREAS John PURNELL Esq., late of Woodborough House, was at the time of his death seized for an estate of inheritance in fee simple in possession of the lands & hereditaments after mentioned, & made his last Will dated 6th October 1830, in which he devised, amongst others, all his messuages, lands, estates & premises at Hallatrow in High Littleton to John WAIT & Thomas Macaullay CRUTTWELL to the use of John Purnell WAIT & after the latter's death to the use of the 1st son of John Purnell WAIT & so on, & in default of issue of John Purnell WAIT to the use of Daniel Charles WAIT for life & then to his eldest son.

John PURNELL died on 15th October 1839 & his Will was proved at the Prerogative Court of Canterbury on 4th December 1839 by his executors Ann Purnell WAIT, William Savage WAIT & Daniel Charles WAIT.

John Purnell WAIT died unmarried on 19th August 1841 & Daniel Charles WAIT became seized for his life in possession of the after mentioned lands & messuages.

Daniel Charles WAIT married Sarah WILTSHIRE at Wellow Parish Church on 19th February 1839 & their first son Daniel Charles Purnell WAIT attained the age of 21 on 30th October 1864 [*differs from earlier Indenture & at variance with Birth Certificate*].

RECITING an **Indenture of Mortgage** dated 30th April 1862 between Daniel Charles WAIT (1) & Madelina Ker FOX (2),

whereby in consideration of a loan of £1,200 made by (2) to (1) the after mentioned lands & others were conveyed to the use of (2) as security during the life of (1), with right of redemption.

RECITING an **Indenture** dated 27th May 1863 between Madelina Ker FOX (1) & Daniel Charles WAIT (2), whereby in consideration of the repayment of the sum of £1,200 to (1) by (2) the said property was conveyed back to (2).

RECITING an **Indenture** dated 3rd June 1863, enrolled in the High Court of Chancery, between Daniel Charles WAIT (1), Daniel Charles Purnell WAIT (2) & George Frederick FOX (3),

whereby for the purpose of barring the estate in tail male & all other estates tail of Daniel Charles Purnell WAIT in the messuages, lands, estates etc. thereafter granted, Daniel Charles Purnell WAIT, with the consent of Daniel Charles WAIT, as protector of the settlement, granted & disposed of the messuages, lands etc. referred to in the Will of John PURNELL dec'd to George Frederick FOX, to hold the said messuages & lands etc. to the use of Daniel Charles WAIT during his lifetime & thereafter to the use of Daniel Charles Purnell WAIT & his heirs for ever.

RECITING an **Indenture of Mortgage** dated 4th June 1863 between Daniel Charles WAIT (1), Daniel Charles Purnell WAIT (2) & William Edward FOX, Edwin Fydell FOX, Henry SIMPSON & Charles Edward FOX (3), whereby in consideration of a loan of £2,376 made by (3) to (1) & (2), the after mentioned lands & others were conveyed to the use of (3) as security, with right of redemption.

RECITING an **Indenture** dated 18th September 1864 between William Edward FOX, Edwin Fydell FOX, Henry SIMPSON & Charles Edward FOX (1) & Daniel Charles WAIT & Daniel Charles Purnell WAIT (2),

whereby in consideration of the repayment of the sum of £2,376 to (1) by (2) the said property secured by the **Indenture** of 4th June 1863 was conveyed back to (2).

RECITING an **Indenture of Mortgage** dated 29th September 1864 between Daniel Charles WAIT (1), Daniel Charles Purnell WAIT (2) & William Edward FOX & Edwin Fydell FOX (3),

whereby in consideration of a loan of £2,500 made by (3) to (1) & (2), the after mentioned lands & others were conveyed to the use of (3) as security, with right of redemption.

RECITING an **Indenture** dated 13th December 1864 between Daniel Charles WAIT (1) & Daniel Charles Purnell WAIT (2),

whereby in consideration of £2,069 paid to (1) by (2) the after mentioned hereditaments & others, were conveyed to (2), subject to the Mortgage of £2,500 secured by **Indenture** of 29th September 1864.

RECITING an **Indenture** dated 29th September 1871 between William Edward FOX & Edwin Fydell FOX (1), Daniel Charles WAIT (2), Daniel Charles Purnell WAIT (3) & George Frederick FOX (4),

whereby in consideration of the repayment of the sum of £2,376 to (1) by (2) & (3) the said hereditaments were conveyed to (4) upon the trusts contained in the **Indenture** of 3rd June 1863.

RECITING an **Indenture of Charge** dated 24th October 1872 between Daniel Charles Purnell WAIT (1) & William James WHITTUCK (2),

whereby in consideration of £150 paid to (1) by (2) the reversion or remainder expectant on the death of Daniel Charles WAIT in the hereditaments was granted by (1) to (2) as security, with right of redemption.

RECITING an **Indenture of Charge** dated 17th July 1873 between Daniel Charles Purnell WAIT (1) & George Frederick FOX & Frederick Edward WHITTUCK (2),

whereby in consideration of £100 paid to (1) by (2) the reversion or remainder expectant on the death of Daniel Charles WAIT in the hereditaments was granted by (1) to (2) as security, subject to the **Indenture of Charge** dated 24th October 1872, with right of redemption.

RECITING an **Indenture of Charge** dated 9th March 1874 between Daniel Charles Purnell WAIT (1) & George Frederick FOX & Frederick Edward WHITTUCK (2),

whereby in consideration of a further £100 paid to (1) by (2) the hereditaments comprised in the **Indenture** dated 17th July 1873 were charged as security.

RECITING an **Indenture of Charge** dated 18th May 1876 between Daniel Charles Purnell WAIT (1) & George Frederick FOX & Frederick Edward WHITTUCK (2),

whereby in consideration of a further £290 paid to (1) by (2) the hereditaments comprised in the **Indenture** dated 17th July 1873 were charged as security.

RECITING an **Indenture of Charge** dated 2nd April 1877 between Daniel Charles Purnell WAIT (1) & George Frederick FOX & Frederick Edward WHITTUCK (2),

whereby in consideration of £85 paid to (1) by (2) the hereditaments comprised in the **Indenture** dated 17th July 1873 were charged as security.

RECITING an **Indenture of Charge** dated 19th November 1877 between Daniel Charles Purnell WAIT (1) & George Frederick FOX & Frederick Edward WHITTUCK (2),

whereby in consideration of £181 owing by (1) to (2) & £19 paid to (1) by (2) the hereditaments comprised in the **Indenture** dated 17th July 1873 were further charged as security.

RECITING an **Indenture of Charge** dated 12th September 1878 between Daniel Charles Purnell WAIT (1) & George Frederick FOX & Frederick Edward WHITTUCK (2),

whereby in consideration of £200 owing by (1) to (2) & £35 paid to (1) by (2) the hereditaments comprised in the **Indenture** dated 17th July 1873 were further charged as security.

RECITING an **Indenture of Charge** dated 29th September 1879 between Daniel Charles Purnell WAIT (1) & George Frederick FOX & Frederick Edward WHITTUCK (2),

whereby in consideration of £100 owing by (1) to (2) & £140 paid to (1) by (2) the hereditaments comprised in the **Indenture** dated 17th July 1873 were further charged as security.

RECITING an **Indenture of Charge** dated 18th March 1880 between George Frederick FOX & Frederick Edward WHITTUCK (1), Daniel Charles Purnell WAIT (2) & Emily Louisa BALL, Spinster (3),

whereby in consideration of £1,250 paid to (1) by (3) the following 7 **Indentures of Mortgage & Further Charge** were assigned by (1) to (3):

Indenture dated 17th July 1873 £100.

Indenture dated 9th March 1874 £100.

Indenture dated 18th May 1876 £290.

Indenture dated 2nd April 1877 £85.

Indenture dated 19th November 1877 £200.

Indenture dated 12th September 1878 £235.

Indenture dated 29th September 1879 £240.

& in consideration of £200 paid to (2) by (3) the hereditaments comprised in the **Indenture** dated 17th July 1873 were further charged as security, with right of redemption by (2).

RECITING an **Indenture** dated 27th May 1880 between Emily Louisa BALL (1) & Ellen SAINSBURY & Frederick Edward WHITTUCK (2),

whereby in consideration of £1,450 due to (2) upon account (1) assigned to (2) the **Indenture** of 18th March 1880.

RECITING an **Indenture** dated 28th January 1881 between Daniel Charles Purnell WAIT (1) & William James WHITTUCK (2),

whereby in consideration of £260 paid to (1) by (2) the reversion or remainder expectant on the death of Daniel Charles WAIT in the hereditaments was granted by (1) to (2) as security, subject to the Indenture of Mortgage & Transfer dated 24th October 1872, 18th March 1880, 27th May 1880, & the principal sums of £150 & £1,450 with right of redemption.

RECITING that William James WHITTUCK died intestate on 28th June 1881, leaving his eldest son William Samuel WHITTUCK heir at law & that Letters of Administration of his estate were granted at Bristol District Probate Registry on 23rd August 1881 to Frances Matilda WHITTUCK, widow & relict of William James.

RECITING that Daniel Charles WAIT had paid Daniel Charles Purnell WAIT £2,069 secured by the Indenture of 13th December 1864 but no reconveyance had been made of the life estate of Daniel Charles WAIT in the said hereditaments.

WHEREAS Daniel Charles WAIT & Daniel Charles Purnell WAIT have agreed with Thomas JAMES to sell the after mentioned hereditaments for £430, free from encumbrances & whereas the sums of £150 & £260 still remain due to Frances Matilda WHITTUCK (as administratrix of her late husband's estate), making £410 altogether secured by the Indentures of Mortgage of 24th October 1872 & 28th January 1881 & whereas upon the treaty it was agreed that £410 be paid to Frances Matilda WHITTUCK out of the purchase money & whereas William Samuel WHITTUCK at Frances' request has agreed to join in this Indenture for the purpose of conveying the legal estate in the said hereditaments.

AND whereas £1,450 is still owing by Daniel Charles Purnell WAIT to Ellen SAINSBURY & Frederick Edward WHITTUCK & the latter are satisfied that the value of the remaining properties is sufficient to secure £1,450, they also agree to join in this Indenture.

WITNESSETH that in consideration of £410 paid to Frances Matilda WHITTUCK by Thomas JAMES at the direction of Daniel Charles WAIT & Daniel Charles Purnell WAIT, & £20 paid to Daniel Charles Purnell WAIT (with consent of Daniel Charles WAIT) by Thomas JAMES, receipt of which sums are acknowledged, the parties grant & confirm the following land to Thomas JAMES in fee simple, free from encumbrances:

Piece or parcel of pasture land called Whinnox Hill at Hallatrow numbered 342 in the Tithes Map for High Littleton, containing 5 acres 2 roods 17 perches & now in the occupation of Daniel Charles Purnell WAIT, excepting out of the Grant a part of the said piece of land containing 1 rood 22 perches, which was sold & conveyed to the Bristol & North Somerset Railway Company.

Piece or parcel of arable land called Little Marsh at Hallatrow numbered 340 in the Tithes Map for High Littleton, containing 2 acres 3 roods 25 perches & now in the occupation of Daniel Charles Purnell WAIT, except a part of the said piece of land containing 2 roods, which was also sold & conveyed to the Bristol & North Somerset Railway Company;

together with Commons, fences, Hedges, ditches, ways, waters etc.

Signed, sealed & delivered by Frances Matilda WHITTUCK in the presence of Amy WHITTUCK, Biarritz, France, Spinster, by William Samuel WHITTUCK in the presence of Thomas MUIR, Captain Quartermaster, 3rd Batt'n Bedfordshire Regiment, by Daniel Charles Purnell WAIT in the presence of Ernest WHITTUCK, Keynsham, Somerset, Gent., by Ellen SAINSBURY in the presence of ? G.W. BRITTAN, Sol'r, Bristol, by Frederick Ernest WHITTUCK in the presence of Geo. WHITE, Clerk to FOX & WHITTUCK, Solicitors, Bristol & likewise Daniel Charles WAIT in the presence of Ezekiel C. PETGRAVE, Solicitor, Bath.

Received on the day & year first within written from Thomas JAMES £410 consideration money. *[Signed]* F.M. WHITTUCK. Witness Amy WHITTUCK.

Received £20 likewise *[Signed]* D.C.P. WAIT. Witness Ernest WHITTUCK.

[Extract of Minutes of a Vestry meeting held on 9 Dec 1881 for the purpose of assessing the several pieces of land recently sold by Public Auction, formerly in the possession of Daniel Charles Purnell WAIT & the late John REES-MOGG. "It was unanimously resolved that the Gross Estimated Rental & Rateable Value of the land in the parish recently purchased by Messrs POLLETT, CHARD, SHERRING and JAMES be left to the decision of the Overseers."]

[The next 3 documents relate to the birth and death of Daniel Charles Purnell WAIT.]

18a.

BIRTH CERTIFICATE

Clutton Reg. Dist., Chew Magna Sub-District.

No. 261 (Born) 16th January 1842 at Norton Malreward - (Name) [blank] - (Sex) Boy - (Father) Daniel Charles WAIT - (Mother) Sarah WAIT formerly WILSHERE - (Father's Rank) Gentleman - (Informant) Sarah WAIT, mother, Norton Malreward - (Registered) 9th February 1842 - Robert COLLINS, Registrar.

Certified true copy 6th September 1909, G.R.O. Somerset House, London.

(Another certified copy of the same was dated 18th September 1909).

18b.

BAPTISMAL ENTRY.

Baptism solemnized in the Parish Church of Holy Trinity, Norton Malreward.

No. 110 (Solemnized) 6th July 1842 - (Child's christian name) Daniel Charles Purnell - (Parents) Dan. Charles & Sarah WAIT - (Abode) Norton Malreward - (Father's Quality) Gentleman - (Ceremony performed by) Alex. CLEMENT, curate.

True & Correct copy from Baptism Register certified by J.C.L. MALCOLMSON, Rector, 8th September 1909.

(Another certified copy of the same was dated 25th September 1909).

18c.

DEATH CERTIFICATE.

Christchurch Reg. Dist., Bournemouth Sub-District in the County of Southampton.

No. 465 (Died) 2nd January 1897 at Sunnyholt, Poole Road, Bournemouth U.D. - (Name) Daniel Charles Purnell WAIT - (Sex) Male - (Age) 54 years - (Rank) Of Independent Means - (Cause of Death) Phthisis Fibroid 10 years, Acute Bronchitis 2 days, Certified by T.B. SCOTT, M.R.C.S. - (Informant) A.P. HOPPER, Sister, In Attendance,

Wanford House, Brandis-corner [*? Branscombe intended*], Devon - (Registered) 5th January 1897 - (Signature) Ernest L. LANE, Registrar.

Certified true copy 8th September 1909, G.R.O. Somerset House, London.

(Another certified copy of the same was dated 27th September 1909).

19.

INDENTURE of Conveyance made 12th January 1901 between Robert JAMES Esq. of Hallatrow (1) & Thomas JAMES Esq., late of Melbourne, Victoria but now of Teignmouth, Devon (2).

WHEREAS Robert JAMES is seised in fee simple of the messuage & lands etc. described in the Schedule below & has agreed to sell the same to Thomas JAMES in consideration of an annuity of £50 payable until his death & thereafter £35 during the life of his wife Elizabeth, if she survives him, & the annuities are to be secured by the Bond of Thomas JAMES,

AND whereas Thomas JAMES has today executed his Bond to Robert & Elizabeth JAMES to secure the above annuities, to be paid half yearly,

NOW in consideration of the 2 several annuities of £50 & £35, secured by the Bond, Robert JAMES, as beneficial owner, conveys to Thomas JAMES the said messuage & lands etc.

Schedule.

Piece, parcel or paddock of land called Cheshill or Little Chase Hills, lying at Hallatrow, No. 338 on the Tithe Map of High Littleton, containing 2 acres 1 rood 16 perches, & now in the occupation of Robert JAMES.

Messuage or tenement called the Brick House & the Barn, Stable, Outhouses, Backsides, Bartons, Courts, Yards, Gardens, Orchards & appurtenances erected on & taken out of a close of meadow or pasture land called Moor Leaze.

Close of meadow or pasture ground called Moore Leaze (formerly 3 closes & some part thereof heretofore a withy bed) containing 5 acres.

Close of meadow or pasture ground called Little Marsh (formerly divided into 2 paddocks) containing 2 acres.

All of which lie in Hallatrow & were sometime in the possession of Thomas DANDO dec'd, afterwards of Joyce JAMES, widow, then of John JAMES dec'd, since of Thomas JAMES dec'd & late of John JAMES dec'd, which premises are now better known thus:

338 on Tithe Map - Little Chase Hills - Pasture	2a. 1r. 16p.
339 on Tithe Map - Orchard	1a. 2r. 30p.
439 on Tithe Map - Orchard	4a. 2r. 28p.
440 on Tithe Map - House & Garden	1r. 12p.
441 on Tithe Map - Garden	<u>1r. 2p.</u>
Total	<u>9a. 1r. 8p.</u>

Signed, sealed & delivered by Robert JAMES in the presence of Henry JEFFERIES, Hallatrow, Station Master GWR.

20.

INDENTURE of Lease made 14th January 1901 between Thomas JAMES Esq. of Teignmouth (Lessor) (1) & Robert JAMES Esq. of Hallatrow (Lessee) (2).

WITNESSETH that in consideration of the rent & Lessee's covenants the Lessor demises the messuage & lands, known as the Brick House Estate, described in the Schedule below, to the Lessee from 12th January last for 99 years, if the Lessee shall so long live, at a yearly rent of £5 payable on 12th January each year, with the Lessee paying all outgoings on the property.

Schedule.

338 on Tithe Map - Little Chase Hills - Pasture -	2a. 1r. 16p.
339 on Tithe Map - Orchard -	1a. 2r. 30p.
439 on Tithe Map - Orchard -	4a. 2r. 28p.
440 on Tithe Map - House & Garden -	1r. 12p.
441 on Tithe Map - Garden -	<u>1r. 2p.</u>
Total -	<u>9a. 1r. 8p.</u>

Signed, sealed & delivered by Robert JAMES in the presence of Henry JEFFERIES, Hallatrow, Station Master GWR.

21.

Counterpart of **INDENTURE of Lease** dated 14th January 1901.

Exactly as document above except for attestation.

Signed, sealed & delivered by Thomas JAMES in the presence of Edward J.F. TOZER, Teignmouth, Solicitor.

Endorsed on the above:

INDENTURE of Surrender made 10th June 1901 between Robert JAMES (1) & Thomas JAMES (2).

WHEREAS the rent & covenants contained in the above Indenture of Lease have been paid & performed by Robert JAMES, AND whereas in consideration of Thomas JAMES releasing Robert JAMES from the future payment of rent, Robert JAMES has agreed to surrender the said messuage & lands etc. to Thomas JAMES,

NOW this Indenture witnesseth that in consideration of the premises, Robert JAMES, as beneficial owner, hereby surrenders the said messuage & lands to Thomas JAMES, to the intent that the residue of the 99 year lease may be merged & extinguished in the reversion.

Signed, sealed & delivered by Robert JAMES in the presence of George WATTS, Field Farm, Corston, Bristol, Farmer.

22.

ABSTRACT of TITLE of the late Thomas JAMES Esq. to the Brick House Estate, Hallatrow, extracted by TOZER & DELL, 1909.

RECITES **Indenture** of 24th November 1879 between Thomas JAMES (1), Robert JAMES (2) & Henry William PINNIGER (3).

RECITES **Indenture** of 20th September 1879 between Edward Lee GALE (1), Thomas JAMES (2) & Henry William PINNIGER (3).

RECITES **Indenture** of 19th November 1881 between William Samuel WHITTUCK (1), Frances Matilda WHITTUCK (2), Ellen SAINSBURY & Frederick William WHITTUCK (3), Daniel Charles WAIT (4), Daniel Charles Purnell WAIT (5) & Thomas JAMES (6).

RECITES **Indenture** of 14th January 1901 between Thomas JAMES (1) & Robert JAMES (2).

RECITES **Indenture** of 10th June 1901 between Robert JAMES (1) & Thomas JAMES (2).

RECITES **Will** of Thomas JAMES dated 12th February 1907 in which he refers to Mary Alice Beatrice JAMES as his wife & Robert Bickley HUGHES, his brother in law, of the Receiver & Accountant General's Office, G.P.O., London. Gross value of his estate in the U.K. £16,440.19.1.

23.

INDENTURE of Conveyance made 17th November 1909 between Mary Alice Beatrice JAMES of 6. Royal York Crescent, Clifton, Bristol, widow, Robert Bickley HUGHES Esq. of the General Post Office, London & Edward John Francis TOZER of Teignmouth, Devon, gentleman (Vendors) (1) & Charles BLANNING of Hallatrow, Butter Merchant (2), Sarah Ann BLANNING of Hallatrow, widow, Arthur Thomas BLANNING of Hallatrow, Butter Merchant & said Charles BLANNING (3).

RECITES that Thomas JAMES Esq., late of Clifton & formerly Teignmouth, by **Will** dated 12th February 1907 devised to the Vendors, his executors & trustees, the following unencumbered freehold property:

2 pieces of land in Hallatrow, which he purchased from Daniel Charles WAIT & others.

Freehold messuage with land & hereditaments in Hallatrow known as the Brick House Estate, which was conveyed to him by **Indenture** dated 12th January 1901 between his brother Robert JAMES (1) & himself, Thomas JAMES (2) in trust to permit Robert JAMES to occupy the property for life; and after Robert's death Thomas directed that the property should fall into his residuary estate & charged his residuary estate with the payment of 2 annuities to Robert & his wife Elizabeth.

RECITES that Elizabeth wife of Robert JAMES died on 7th February 1901 & Robert on 14th February 1908, both in the lifetime of Thomas JAMES, who died on 15th August 1908 & whose **Will** was proved at the Principal Probate Registry on 5th October 1908.

AND WHEREAS the Vendors have contracted at Public Auction to sell the property to Charles BLANNING, on behalf of himself & the other parties named in (3), for £1,550,

NOW in consideration of £1,550 paid by (3) to (1), (1) conveys to (3):

Residence or dwelling house called Brick House with newly erected Farmery, Stable, Coachhouse & other buildings, walled garden, orcharding & several closes of pasture land adjacent thereto, together with coal & minerals beneath, containing according to the Ordnance Survey map 16 acres 1 rood & 31 perches, now in the occupation of the Representatives of Thomas BLANNING dec'd & described in the Schedule.

Schedule.

No. on High Littleton <u>Tithe Apportionment.</u>	No. on <u>Ordn. Survey</u>	<u>Description</u>	<u>Cultivation</u>	Quantity as <u>Ord. Survey</u>
440 }	58	House & garden		0.827
441 }		Yard & garden		
338	65	Little Chase Hill	Pasture	2.274
Part of 339	60 & 64	Orchard	Pasture & Orchard	1.315
439	59	Orchard	ditto.	4.353
Part of 340	61	Little Marsh	Pasture	2.083
Part of 342	63	Whinnox Hill	ditto.	<u>5.596</u>
				<u>16.448</u> acres

Signed, sealed & delivered by Mary Alice Beatrice JAMES in the presence of Thomas METHLEY, 9. Royal York Crescent, Clifton, Bristol, no occupation, by Robert Bickley HUGHES in the presence of V.F. HAWTON, G.P.O., Civil Servant, by Edward John Francis TOZER in the presence of Charles T. CROSS, Clerk to Messrs. TOZER & DELL, Solicitors, Teignmouth & by Charles BLANNING in the presence of S.G.C. COSSHAM, Sol'r, Bristol.

Memo.

By **Indenture** dated 2nd December 1911 part of the above land, constituting parts of Nos. 58 & 59 on the O.S. map, with Road frontage of about 50 feet & a depth of about 180 feet, was sold & conveyed to Kate BLANNING, Ethel Mary BLANNING & Jessie Jane WATSON with the dwelling thereon called Lyn House.

Memo.

By **Deed** dated 9th May 1914 the closes comprising Nos. 60, 61, 63, 64 & 65 on the O.S. map containing 11.268 acres (excluding mines & minerals) were conveyed to Arthur STYLES of Paulton.

24.

Indenture of Mortgage made 18th November 1909 between Charles BLANNING of Hallatrow, Butter Merchant, Sarah BLANNING, Hallatrow, widow, Arthur Thomas BLANNING, Hallatrow, Butter Merchant (Mortgagors) (1) & William Raymond COSSHAM, Cirencester, Doctor of Medicine, (Mortgagee) (2).

WHEREAS the Mortgagors were seized of the property in the aftermentioned Schedule in fee simple, as tenants in common in equal shares & the Mortgagee has agreed to lend the Mortgagors £1,000.

NOW in consideration of £1,000 paid by the Mortgagee to the Mortgagors, the Mortgagors covenant to repay the loan of £1,000 & interest at 4% p.a. & convey the following property to the Mortgagee as security, with right of redemption:

Residence or dwelling house called Brick House with newly erected Farmery, Stable, Coachhouse & other buildings, walled garden, orcharding & several closes of pasture land adjacent thereto, together with coal & minerals beneath, containing according to the Ordnance Survey map 16 acres 1 rood & 31 perches, now in the occupation of Charles BLANNING & described in the Schedule.

Schedule.

No. on High Littleton <u>Tithe Apportionment.</u>	No. on <u>Ordn. Survey</u>	<u>Description</u>	<u>Cultivation</u>	Quantity as <u>Ord. Survey</u>
440 }	58	House & garden		0.827
441 }		Yard & garden		
338	65	Little Chase Hill	Pasture	2.274
Part of 339	60 & 64	Orchard	Pasture & Orchard	1.315
439	59	Orchard	ditto.	4.353
Part of 340	61	Little Marsh	Pasture	2.083
Part of 342	63	Whinnox Hill	ditto.	<u>5.596</u>
				<u>16.448</u> acres

Signed, sealed & delivered by Charles, Sarah & Arthur Thomas BLANNING in the presence of S.G.C. COSSHAM, Sol'r, Bristol.

Memorandum.

By **Indenture** dated 2nd December 1911 part of the land constituting Parts of O.S. 58 & 59 with frontage to the Road of about 50 feet & depth of 180 feet was sold & conveyed to Kate & Ethel Mary BLANNING & Jessie Jane WATSON, together with Lyn House erected thereon & this deed is to be produced to them.

By **Deed** dated 9th May 1914 the closes of land O.S. Nos. 60, 61, 63, 64 & 65 containing 11.268 acres were conveyed to Arthur STYLES & this Deed is to be produced. Also the Principal Sum secured by the Deed was reduced to £800.27.

25.

Indenture of Mortgage dated 18th November 1909 between Charles BLANNING of Hallatrow, Butter Merchant, Sarah Ann BLANNING of Hallatrow, widow, Arthur Thomas BLANNING of Hallatrow, Butter Merchant (Mortgagors) (1) & Stephen Gingell Cullimore COSSHAM of Bristol, solicitor, (Mortgagee) (2).

WHEREAS the Mortgagors were seized of the property in the aftermentioned Schedule in fee simple, as tenants in common in equal shares, & by **Indenture of Mortgage** of this date conveyed the same to William Raymond COSSHAM, M.D. of Cirencester, as security for a loan of £1,000 & whereas the Mortgagee has agreed to lend the Mortgagors a further £200.

NOW in consideration of £200 paid by the Mortgagee to the Mortgagors, the Mortgagors covenant to repay the loan of £200 & convey the following property to the Mortgagee as security, with right of redemption, subject to the rights of the prior mortgage:

Residence or dwelling house called Brick House with newly erected Farmery, Stable, Coachhouse & other buildings, walled garden, orcharding & several closes of pasture land adjacent thereto, together with coal & minerals beneath, containing according to the Ordnance Survey map 16 acres 1 rood & 31 perches, now in the occupation of Charles BLANNING & described in the Schedule.

Schedule.

<u>No. on High Littleton</u>	<u>No. on</u>	<u>Description</u>	<u>Cultivation</u>	<u>Quantity as</u>
<u>Tithe Apportionment.</u>	<u>Ordn. Survey</u>			<u>Ord. Survey</u>
440 }	58	House & garden		0.827
441 }		Yard & garden		
338	65	Little Chase Hill	Pasture	2.274
Part of 339	60 & 64	Orchard	Pasture & Orchard	1.315
439	59	Orchard	ditto.	4.353
Part of 340	61	Little Marsh	Pasture	2.083
Part of 342	63	Whinnox Hill	ditto.	<u>5.596</u>
				<u>16.448</u> acres

Signed, sealed & delivered by Charles, Sarah & Arthur Thomas BLANNING in the presence of W.B. CLARK, Clerk to Mr S.G.C. COSSHAM, Sol'r, Bristol.

Memorandum.

By **Indenture** dated 2nd December 1911 part of the land constituting Parts of O.S. 58 & 59 with frontage to the Road of about 50 Feet & a depth of about 180 feet was sold & conveyed to Kate BLANNING, Ethel Mary BLANNING & Jessie Jane WATSON, together with Lyn House erected thereon & this deed is to be produced to them. Also £100 of the £200 Mortgage has been repaid by Sarah BLANNING.

By **Indenture** dated 9th May 1914, O.S. Nos. 60, 61, 63, 64 & 65 were conveyed to Arthur STYLES & the balance of the within mentioned Mortgage Debt was discharged.

Indenture of Transfer (endorsed on preceding Mortgage) dated 7th December 1909 between Stephen Gingell Cullimore COSSHAM (Transferor) (1) & William Raymond COSSHAM of Cirencester, Glos., Doctor of Medicine (Transferee) (2), whereby in consideration of £200 paid to (1) by (2) the Mortgage of £200 was transferred to (1), together with the property held as security, subject to the prior Mortgage of £1,000.

Signed, sealed & delivered by Stephen Gingell Cullimore COSSHAM in the presence of W.B. CLARK, his Clerk.

Receipt for the repayment of all monies due signed by William Raymond COSSHAM, 26th April 1924.

26.

INDENTURE of CONVEYANCE made 9th May 1914 between William Raymond COSSHAM of Cirencester, Glos., Doctor of Medicine (Mortgagee) (1) Sarah Ann BLANNING of Hallatrow, widow, Arthur Thomas BLANNING of Hallatrow, Butter Merchant & Charles BLANNING of Hallatrow, Butter Merchant (Vendors) (2) & Arthur STYLES of Paulton, Draper (Purchaser) (3).

RECITES **Indenture** of 17th November 1909 between Mary Alice Beatrice JAMES, Robert Bickley HUGHES & Edward John Francis TOZER (1), Charles BLANNING (2) & Sarah Ann BLANNING, Arthur Thomas BLANNING & Charles BLANNING (3), whereby (3) purchased from (1), inter alia, the land described in the First Schedule.

RECITES **Indenture of Mortgage** dated 18th November 1909 between Charles BLANNING of Hallatrow, Butter Merchant, Sarah Ann BLANNING of Hallatrow, widow, Arthur Thomas BLANNING of Hallatrow, Butter Merchant (Mortgagors) (1) & William Raymond COSSHAM of Cirencester, Glos., Doctor of Medicine (Mortgagee)

(2), whereby the Mortgagors, who each holds an undivided one third part of the property, grant & convey the property to the Mortgagee to secure the sum of £1,000, with the usual right of redemption.

RECITES **Indenture of Mortgage** dated 18th November 1909 between Charles BLANNING of Hallatrow, Butter Merchant, Sarah Ann BLANNING of Hallatrow, widow, Arthur Thomas BLANNING of Hallatrow, Butter Merchant (Mortgagors) (1) & Stephen Gingell Cullimore COSSHAM of Bristol, Solicitor (Mortgagee) (2), whereby the Mortgagors grant & convey the property, subject to the first Mortgage of £1,000, to the Mortgagee to secure £200, with the usual right of redemption.

RECITES **Indenture of Transfer** dated 7th December 1909 between Stephen Gingell Cullimore COSSHAM of Bristol, Solicitor (Transferor) (1) & William Raymond COSSHAM of Cirencester, Glos., Doctor of Medicine (Transferee) (2), whereby the abovementioned Mortgage of £200 was transferred by (2) to (1).

WHEREAS the Vendors have agreed to sell to the Purchaser the unencumbered land in the First Schedule for £475 and whereas there is still owing to the Mortgagee £1,000 on the first mortgage & £100 on the second, it is agreed that £300 of the purchase consideration shall be used to extinguish the second mortgage & reduce the first by £200.

NOW in consideration of £300 paid by STYLES to COSSHAM & £175 by STYLES to the Vendors, the Vendors convey to STYLES:

The closes or pieces of of pasture land in Hallatrow described in the First Schedule containing 11a. 1r. 2p. , now in the occupation of E.W. COLES as tenant, but excluding coal & minerals below 100 feet.

The boundary on the northern side of the closes of land numbered 60 & 61 on the OS Map & the adjoining land, retained by the Vendors, numbered 59 on the Map, shall be the centre of the stream.

The Mortgagee acknowledges the right of the Purchaser to production of the deeds in the Second Schedule.

First Schedule.

No. on High Littleton <u>Tithe Map</u>	No. on Ordn. <u>Survey Map</u>	<u>Description</u>	Quantity as <u>Ord. Survey</u>
Part of 339	60	Orchard	0.685
Part of 340	61	Little Marsh	2.083
Part of 342	63	Winnox Hill	5.596
Part of 339	64	Orchard	0.630
338	65	Little Chase Hill	<u>2.274</u>
			<u>11.268</u> acres

Second Schedule.

24th Nov. 1879 - **Deed of Partition** between Thomas JAMES (1), Robert JAMES (2) & Henry William PINNIGER (3).

19th Nov. 1881 - **Indenture of Conveyance** between William Samuel WHITTUCK (1), Frances Matilda WHITTUCK (2), Ellen SAINSBURY & Frederick William WHITTUCK (3), Daniel Charles WAIT (4), Daniel Charles Purnell WAIT (5) & Thomas JAMES (6).

12th Jan. 1901 - **Indenture of Conveyance** between Robert JAMES (1) & Thomas JAMES (2).

17th Nov. 1909, 18th Nov. 1909, 18th Nov. 1909, 7th Dec. 1909 - The **Indenture** recited above.

Signed, sealed & delivered by W.R. COSSHAM in the presence of Joseph H. LEWIS, Engineer, 42. Grosvenor Road, Rugby & by Sarah Ann BLANNING, Arthur Thomas BLANNING & Charles BLANNING in the presence of R.S. COSSHAM, Law Student, 1 Lloyds Bank Buildings, Bristol.

The above copy Conveyance & Plan was compared with the original & certified true by Henry HIBBS & Walter J. DANCEY, Clerks to Mr S.G.C. COSSHAM, Solicitor, Bristol.

27.

ABSTRACT of TITLE of Arthur STYLES to 2 pieces of land at Hallatrow, extracted by W.H. DAVY, Temple Cloud, 1920.

RECITES **Indenture of Conveyance** dated 9th May 1914 between William Raymond COSSHAM (1), Sarah Ann BLANNING, Arthur Thomas BLANNING & Charles BLANNING (2) & Arthur STYLES (3).

W.R. COSSHAM acknowledges right of Purchaser to production of the following deeds:

24th November 1879 - **Deed of Partition** between Thomas JAMES (1), Robert JAMES (2) & Henry William PINNIGER (3).

19th November 1881 - **Indenture of Conveyance** between William Samuel WHITTUCK (1), Frances Matilda WHITTUCK (2), Ellen SAINSBURY & Frederick William WHITTUCK (3), Daniel Charles WAIT (4), Daniel Charles Purnell WAIT (5) & Thomas JAMES (6).

12th January 1901 - **Indenture of Conveyance** between Robert JAMES (1) & Thomas JAMES (2).

17th November 1909, 18th November 1909, 18th November 1909, 7th December 1909 - The **Indenture** recited in the above.

28.

INDENTURE of CONVEYANCE made 25th March 1920 between Arthur STYLES of Paulton, Draper (Vendor) (1) & Arthur Thomas BLANNING & Charles BLANNING, both of Hallatrow, Butter Merchants (Purchasers) (2).

RECITES **Indenture of Conveyance** dated 9th May 1914 between William Raymond COSSHAM (1), Sarah Ann BLANNING, Arthur Thomas BLANNING & Charles BLANNING (2) & said Arthur STYLES (3), whereby the land described below was conveyed to the Vendor.

WHEREAS the Vendor has agreed to sell the unencumbered fee of the land below to the Purchasers for £160.

NOW, in consideration of £160 paid by the Purchasers to the Vendor, the Vendor conveys to the Purchaser the following 2 pieces of land in Hallatrow:

No. on High Littleton Tithe Map	No. on Ordn. Survey Map	Description	Quantity as Ord. Survey
Part of 339	60	Orchard	0.685
Part of 340	61	Little Marsh	<u>2.083</u>
			<u>2.768</u> acres

Except for the coal & minerals below 100 feet.

Signed, sealed & delivered by Arthur STYLES in the presence of W.H. DAVY, Sol'r, Temple Cloud.

29.

INDENTURE of TRANSFER of MORTGAGE dated 29th April 1924 between William Raymond COSSHAM (Transferor) (1) & Stephen Gingell Cullimore COSSHAM, Solicitor of Bristol (Transferee) (2).

WHEREAS since the date of the **Mortgage** of 18th November 1909 between Charles BLANNING, Sarah BLANNING & Arthur Thomas BLANNING (Mortgagors) & William Raymond COSSHAM (Mortgagee) the Mortgagors have, with the concurrence of the Mortgagee, sold & conveyed portions of the closes contained in the said Mortgage numbered 58 & 59 on the O.S. map & similarly sold & conveyed closes numbered 60, 61, 63, 64 & 65 on the O.S. but retained the coal & minerals lying beneath.

& WHEREAS £800 remains owing to the Transferor under the Mortgage,

NOW in consideration of £800 paid by the Transferee to the Transferor, the Transferor conveys the aftermentioned property to the Transferee as security for monies due from the Mortgagors, subject to the Mortgagors' right of redemption:

The remaining portions of the closes numbered 58 & 59 on the O.S. with the dwelling house & outbuildings erected thereon.

Coal & minerals lying under closes 60, 61, 63, 64 & 65 on the O.S.

Signed, sealed & delivered by William Raymond COSSHAM in the presence of Raymond S. COSSHAM, Solicitor, Bristol.

30.

TRANSFER of MORTGAGE made 21st December 1935 between Daniel Gingel COSSHAM of Kingsleigh, Cirencester, Medical Practitioner (Transferor) (1) & Annie Ethel BLANNING of Hallatrow, widow (Transferee) (2).

SUPPLEMENTAL to a **Mortgage** dated 18th November 1909 between Charles BLANNING, Sarah BLANNING & Arthur Thomas BLANNING (1) & William Raymond COSSHAM (2), a **Transfer of Mortgage** dated 29th April 1924 between William Raymond COSSHAM (1) & Stephen Gingell Cullimore COSSHAM (2) & a **Transfer of Mortgage** dated 29th September 1933 between Raymond Scobell COSSHAM & Philip Raymond COSSHAM (1) & the Transferor (2).

WHEREAS £800 still remains owing on security of the mortgage, NOW in consideration of £800 paid to the Transferor by the Transferee, the Transferor as Mortgagee conveys the benefit of the mortgage to the Transferee.

Signed, sealed & delivered by D.G. COSSHAM in the presence of Raymond S. COSSHAM, Solicitor, Bristol.

31.

Conveyance dated 27th June 1946 between Thomas Walter BLANNING of Hallatrow, Butter merchant & Thomas Leonard CARDER, formerly of 11 Apsley Road, Clifton but now of The Woodlands, 94 West Town Lane, Bristol 4, Produce Broker (the Executors) (1), Kate BLANNING of Hallatrow, spinster & Ethel Mary BLINMAN of Hallatrow, widow (2) Annie Ethel BLANNING of Hallatrow, widow (the Executrix) (3) & said Thomas Walter BLANNING (the Grantee) (4).

WHEREAS by **Conveyance** of 17th November 1909 between Mary Alice Beatrice JAMES, Robert Bickley HUGHES & Edward John Francis TOZER (1), Charles BLANNING (2), Sarah Ann BLANNING, Arthur Thomas BLANNING & Charles BLANNING (3) the freehold property aftermentioned was assured to the use of Sarah, Arthur & Charles in equal shares as tenants in common.

Sarah, Arthur & Charles were at the date of the 1909 Conveyance carrying on business in partnership as Butter merchants & the said property was purchased out of partnership monies.

By **Mortgage** of 18th November 1909 between Charles BLANNING, Sarah Ann BLANNING & Arthur Thomas BLANNING (1) & William Raymond COSSHAM (2) the property was assured to the use of (2) as security for a loan of £1,000

By **Transfer of Mortgage** of 29th April 1924 between William Raymond COSSHAM (1) & Stephen Gingell Cullimore COSSHAM (2) the benefit of the mortgage, then standing at £800, was transferred to (2).

Under the 1925 Law of Property Act the entirety of the property became vested in Sarah, Arthur & Charles BLANNING as joint tenants in fee simple subject to the term of 3,000 years, which, by virtue of the Act became vested in (2).

By **Will** dated 12th August 1927 Sarah Ann BLANNING appointed Arthur Thomas, Charles & Kate BLANNING Executors & Trustees, & after certain bequests etc. left the property in trust to hold the residue for the benefit of her children Kate BLANNING & Ethel Mary BLINMAN in equal shares as tenants in common. Sarah Ann BLANNING died on 6th April 1932 & her Will was proved in the Principal Probate Registry on 23rd September 1932 by Arthur Thomas, Charles & Kate BLANNING.

By **Transfer of Mortgage** of 29th September 1933 between Raymond Scobell COSSHAM, Philip Raymond COSSHAM (1) & Daniel Gingell COSSHAM (2) the benefit of the Mortgage was transferred to Daniel Gingell COSSHAM.

Subsequent to the death of Sarah Ann BLANNING, Arthur Thomas & Charles BLANNING fully accounted to Sarah Ann's estate for her share of the partnership, as Kate BLANNING & Ethel Mary BLINMAN acknowledged.

Arthur Thomas BLANNING died on 26th February 1935, having by **Will** appointed Annie Ethel & Charles BLANNING Executors, who proved the Will in Bristol District Probate Registry on 12th August 1935.

Subsequent to the death of Arthur Thomas BLANNING, Charles BLANNING fully accounted to Arthur Thomas' estate for his share of the partnership continued by Arthur & Charles BLANNING, as Annie Ethel BLANNING acknowledged.

By **Transfer of Mortgage** of 21st December 1935 between Daniel Gingell COSSHAM (1) & Annie Ethel BLANNING (2) the benefit of the Mortgage was transferred to Annie Ethel BLANNING.

By **Will** dated 2nd April 1943 Charles BLANNING appointed Thomas Walter BLANNING & Thomas Leonard CARDER his Executors & Trustees &, after making certain bequests & devising the premises on which his business was carried out to Thomas Walter BLANNING, left the residue on trust for his son Thomas Walter BLANNING.

By **Codicil** dated 23rd February 1945 Charles BLANNING recited that by his Will he had given the premises on which his business of Butter Merchant was carried on & also his business to his son, & that his son Thomas Walter BLANNING was then a partner with his father in the business. He then revoked the devise & instead gave his share in the business to Thomas Walter with the latter discharging his share of any liabilities.

Charles BLANNING died on 28th March 1945 & his Will with codicil was proved at Bristol District Probate Registry on 18th November 1945 by his Executors.

Thomas Walter BLANNING having become entitled to the property in equity, requested the Executors to assure the property to him in fee simple, subject to the Mortgage, & Kate BLANNING & Ethel Mary BLINMAN agreed to join in this Deed for that purpose.

NOW in consideration of the premises etc. the Executors, as personal representatives of Charles BLANNING & Annie Ethel BLANNING, as personal representative of Arthur Thomas BLANNING, convey, & Kate BLANNING & Ethel Mary BLINMAN, as Beneficial Owners, confirm the following to Thomas Walter BLANNING:

Dwelling & premises called Brick House, now in the occupation of Annie Ethel BLANNING as tenant.

Factory with yard, buildings & garages adjoining, now used as a Butter Factory & occupied by Messrs. T. BLANNING & Sons.

Piece of orchard or pasture land adjoining the above premises,

all which premises are in Hallatrow & comprise parts of O.S. 58 & 59 & contain 4.680 acres as described in the Schedule below:

To hold the same to Thomas Walter BLANNING in fee simple subject to the existing tenancy & the mortgage term of 3,000 years & the payment of £800 now owing.

Schedule.

<u>No. on O.S. map</u>	<u>Description</u>	<u>Area</u>
Part 58	Brick House & Garden, Factory yard & premises	0.527 a.
Part 59	Orchard or pasture land	4.153 a.
		<u>4.680</u> acres

Signed, sealed & delivered by Thomas Walter BLANNING in the presence of E.B. CARTER, High Littleton, Clerk, by T. Leonard CARDER in the presence of C.S. KINGSTON, 6. Rylestone Grove, Parry's Lane, Bristol 9, Provision Merchant & Kate BLANNING, Ethel Mary BLINMAN & Annie Ethel BLANNING in the presence of E. B. CARTER.

Memo.

Barclays Bank as Legal Personal Representatives of the late Annie Ethel BLANNING, who died on 28th November 1964, acknowledged receipt on 9th February 1965 from Thomas Walter BLANNING of all the outstanding Principal & interest secured by the Mortgage.

Memo.

By **Conveyance** dated 20th March 1973 Thomas Walter BLANNING conveyed to Sally Ann BLANNING, Timothy Charles William BLANNING & Charles Thomas BLANNING

the land & house known as Meadow Lea (formerly Brick House) fronting the main road & having a depth on the eastern side of 55 ft. 3 ins. & on the western side 55 ft. 8 ins. & measuring 81 ft. 6 ins. on the southern boundary & acknowledged their right of production of this deed.

32.

Conveyance dated 15th August 1946 between Thomas Walter BLANNING of Hallatrow, Butter merchant & Thomas Leonard CARDER, formerly of 11 Apsley Road, Clifton but now of The Woodlands, 94 West Town Lane, Bristol 4, Produce Broker (the Executors) (1), Annie Ethel BLANNING of Hallatrow, widow (the Executrix) (2) & said Thomas Walter BLANNING (the Purchaser) (4).

WHEREAS by **Conveyance** of 25th March 1920 between Arthur Styles (1) & Arthur Thomas BLANNING & Charles BLANNING (2), the freehold property aftermentioned was assured to the use of Arthur Thomas & Charles BLANNING in fee simple in equal shares as tenants in common. By virtue of the 1925 Law of Property Act Arthur Thomas & Charles BLANNING became joint tenants.

Arthur Thomas BLANNING died on 26th February 1935, having by **Will** appointed Annie Ethel & Charles BLANNING Executors, who proved the same in Bristol District Probate Registry on 12th August 1935.

By **Will** dated 2nd April 1943 Charles BLANNING appointed Thomas Walter BLANNING & Thomas Leonard CARDER his Executors & Trustees &, after making certain bequests & specific devises, left the residue of his estate on trust for his son Thomas Walter BLANNING for his absolute use.

Charles BLANNING made a **Codicil** dated 23rd February 1945 not affecting the residuary devise & bequest.

Charles BLANNING died on 28th March 1945 & his Will with codicil was proved at Bristol District Probate Registry on 18th November 1945 by the Executors.

The Executrix agreed with Thomas Walter BLANNING for the sale & transfer to him of one half of the aftermentioned property for £100 & the Executors agreed to assure the property to the Purchaser.

NOW in consideration of the agreements & in consideration of £100 paid by the Purchaser to the Executrix, the Executrix, as Personal Representative of Arthur Thomas BLANNING, conveyed one half of the property described in the Schedule, formerly vested in Arthur Thomas BLANNING, to the Purchaser & similarly the Executors, as Personal Representatives of Charles BLANNING, conveyed to the absolute use of the Purchaser the other half of the property, formerly vested in Charles BLANNING.

Schedule.

Two pieces of land in Hallatrow, more specifically described below, excluding coal & mineral below 100 ft.

<u>No. on HL Tithe map</u>	<u>No. on O.S. map</u>	<u>Description</u>	<u>Area</u>
Part 339	60	Orchard	0.685 a.
Part 346	61	Little Marsh	2.083 a.
			<u>2.768</u> acres

Signed, sealed & delivered by Thomas Walter BLANNING in the presence of E.B. CARTER, High Littleton, Clerk, by T. Leonard CARDER in the presence of C.S. KINGSTON, 6. Rylestone Grove, Parry's Lane, Bristol, Provision Merchant & Annie Ethel BLANNING in the presence of E. B. CARTER.

*By **Conveyance** dated 20th March 1973 Thomas Walter BLANNING conveyed to Sally Ann BLANNING, Timothy Charles William BLANNING & Charles Thomas BLANNING the land & house known as Meadow Lea (formerly Brick House) fronting the main road & having a depth on the eastern side of 55 ft. 3 ins. & on the western side 55 ft. 8 ins. & measuring 81 ft. 6 ins. on the southern boundary.*

LYN HOUSE

1.

ABSTRACT of TITLE of Charles BLANNING to Lyn House, Hallatrow, extracted by COSSHAMs, 1911.

RECITES **Indenture** of 17th November 1909 between Mary Alice Beatrice JAMES, Robert Bickley HUGHES & Edward John Francis TOZER (1), Charles BLANNING (2) & Sarah Ann BLANNING, Arthur Thomas BLANNING & Charles BLANNING (3), whereby (3) purchased from (1) the Brick House Estate for a consideration of £1,550 + £63 for timber, which comprised, inter alia, the land & hereditaments in the following Schedule.

Schedule.

<u>No. on High Littleton</u> <u>Tithe Apportionment.</u>	<u>No. on</u> <u>Ordn. Survey</u>	<u>Description</u>	<u>Cultivation</u>	<u>Quantity as</u> <u>Ord. Survey</u>
(Inter alia)				
440 }	58	House & garden		0.827 acres
441 }		Yard & garden		
439	59	Orchard	Pasture & Orchard	4.353 acres

RECITES **Indenture of Mortgage** dated 18th November 1909 between Charles BLANNING of Hallatrow, Butter Merchant, Sarah Ann BLANNING of Hallatrow, widow, Arthur Thomas BLANNING of Hallatrow, Butter Merchant (Mortgagors) (1) & William Raymond COSSHAM of Cirencester, Glos., Doctor of Medicine (Mortgagee) (2), whereby the Mortgagors, who each holds an undivided one third part of the property comprising the Brick House Estate, in consideration of £1,000 paid to the Mortgagee by the Mortgagors, grant & convey the property to the Mortgagee as security, with the usual right of redemption.

RECITES **Indenture of Mortgage** dated 18th November 1909 between Charles BLANNING of Hallatrow, Butter Merchant, Sarah Ann BLANNING of Hallatrow, widow, Arthur Thomas BLANNING of Hallatrow, Butter Merchant (Mortgagors) (1) & Stephen Gingell Cullimore COSSHAM of Bristol, Solicitor (Mortgagee) (2), whereby the Mortgagors, who each holds a one third share in the property comprising the Brick House Estate, in consideration of £200 paid to the Mortgagee by the Mortgagee, grant & convey the property to the Mortgagee as security, with the usual right of redemption.

RECITES **Indenture of Transfer** (endorsed on preceding Mortgage) dated 7th December 1909 between Stephen Gingell Cullimore COSSHAM of Bristol, Solicitor (Transferor) (1) & William Raymond COSSHAM of Cirencester, Glos., Doctor of Medicine (Transferee) (2), whereby in consideration of £200 paid to (1) by (2) the abovementioned Mortgage of £200 was transferred to (1), together with the property held as security, subject to the prior Mortgage of £1,000 referred to above.

2.

INDENTURE of CONVEYANCE made 2nd December 1911 between William Raymond COSSHAM of Cirencester, Glos., Doctor of Medicine (Mortgagee) (1), Charles BLANNING of Hallatrow, Butter Merchant, Sarah Ann BLANNING of Hallatrow, widow, Arthur Thomas BLANNING of Hallatrow, Butter Merchant (Vendors) (2) & Kate BLANNING, Ethel BLANNING, both of Hallatrow, spinsters & Jessie Jane WATSON, wife of Claud Leslie WATSON of 21 Langham Road, Knowle, Bristol (Purchasers) (3).

WHEREAS the plot of land described below is part of the Brick House Estate & is vested in the Vendors in equal shares, in fee simple, subject to 2 Mortgages specified in the Schedule below, the Vendors have agreed to sell the plot, unencumbered, to the Vendors for £20 & the Mortgagee has concurred & agreed to discharge the plot from the Mortgage.

NOW in consideration of £20 paid by (3) to (2), (1) conveys to (3):

Plot of land in Hallatrow, being parts of 2 closes numbered 58 & 59 on the Ordnance Survey Map & abutting on the southward side of the Road leading from Wells to Bath, measuring in depth 180 feet from the said Road backwards, with a frontage to the Road of 50 feet & a similar width throughout, bounded on the North by the said Road, on the West by Land on which an Hotel has recently been erected & on the other sides thereof by the remaining portions of the said Closes of which it is part, together with the Dwelling House called Lyn House & Boundary Fence, which have recently been erected on the said Land by the Purchasers & which premises are in the occupation of said Charles BLANNING.

The Vendors undertake to produce the Indentures specified in the Schedule to the Purchasers.

Schedule.

24th November 1879 - **Deed of Partition** between Thomas JAMES & Robert JAMES.

12th January 1901 - **Indenture of Conveyance** between Robert JAMES (1) & Thomas JAMES (2).

17th November 1909 - **Indenture of Conveyance** between Mary Alice Beatrice JAMES, Robert Bickley HUGHES & Edward John Francis TOZER (1), Charles BLANNING (2) & Sarah Ann BLANNING, Arthur Thomas BLANNING & Charles BLANNING (3).

18th November 1909 - **Indenture of Mortgage** (to secure £1,000) between Charles BLANNING, Sarah Ann BLANNING & Arthur Thomas BLANNING (1) & William Raymond COSSHAM (2).

Same date - **Indenture of Mortgage** (to secure £200) between Charles BLANNING, Sarah Ann BLANNING & Arthur Thomas BLANNING (1) & Stephen Gingell Cullimore COSSHAM (2).

7th December 1909 - **Indenture of Transfer** of Mortgage (to secure £200) between Stephen Gingell Cullimore COSSHAM (1) & William Raymond COSSHAM (2).

Signed, sealed & delivered by W.R. COSSHAM, in the presence of W. Gascoyne INWARD, Accountant, 3. Corin Villas, Cirencester & by Sarah BLANNING, Charles BLANNING & Arthur Thomas BLANNING in the presence of Mary MITCHELL, Widow (Independent), Hallatrow.

3.

INDENTURE of CONVEYANCE dated 14th June 1922 between Kate BLANNING of Hallatrow, spinster, Ethel Mary BLANNING of same, spinster & Jessie Jane WATSON, wife of Claud Leslie WATSON of 18. Gwerthonor Road, Pengam, near Cardiff (Vendors) (1) & Charles BLANNING of Hallatrow, Buttermerchant (Purchaser) (2).

WHEREAS by **Indenture** of 2nd Dec 1911 between William Raymond COSSHAM (1), Charles, Sarah & Arthur Thomas BLANNING (2) & the Vendors (3) the aftermentioned property were conveyed to the Vendors as tenants in common in fee simple,

& WHEREAS the Vendors have agreed a sale of the unencumbered fee simple in the said property to the Purchaser for £600,

NOW in consideration of £600 paid by the Purchaser to the Vendors in equal shares, (1) conveys to (2) the following:

Piece of land in Hallatrow, being parts of 2 closes numbered 58 & 59 on the Ordnance Survey Map & abutting on the southward side of the road leading from Wells to Bath, measuring in depth 180 feet from the said road southwards, with a frontage to the road of 50 feet & a similar width throughout, bounded on the north by the said road, on the west by land on which the Hallatrow Station Hotel was erected some years since & on the other sides thereof by the remaining portions of the said closes of which it forms part on the O.S. map, together with the Dwelling House called Lyn House, all in the occupation of the Purchaser.

Signed, sealed & delivered by Kate BLANNING & Ethel Mary BLANNING in the presence of James HUGH, Gent., 1 Carlingford Villa, Radstock, Bath & by Jessie Jane WATSON in the presence of Doris G.R. JOHNSTON, Gwerthonor House, Bargoed.

By Will dated 2nd April 1943 Charles BLANNING appointed Thomas Walter BLANNING & Thomas Leonard CARDER his Executors & Trustees &, after making certain bequests & specific devises, left the residue of his estate on trust for his son Thomas Walter BLANNING for his absolute use.

Charles BLANNING made a Codicil dated 23rd February 1945 not affecting the residuary devise & bequest.

Charles BLANNING died on 28th March 1945 & his Will with codicil was proved at Bristol District Probate Registry on 18th November 1945 by the Executors.

4.

ABSTRACT of TITLE of "Lyn House", Hallatrow, extracted by MEADE-KING & Co., Bristol 1, 1976.

12th February 1976 - Gwendolen Marchant BLANNING of "Greenways", Hallatrow died.

22nd June 1976 - **Probate** of the Will & codicil of Gwendolen Marchant BLANNING was granted at Bristol District Probate Registry to Philip Hugh DYER & Patricia LEWIS, both of 15 Pembroke Road, Bristol BS8 3BG, Chairman & Vice Chairman of the Avon Executor & Trustee Company (formerly the Tyndall Executor & Trustee Company) of 15 Pembroke Road, two of the Executors named in the Will & codicil.

Memorandum endorsed on above Probate:

12th November 1976 - **Assent** by Philip Hugh DYER, Patricia LEWIS & Thomas Walter BLANNING to the vesting of "Lyn House", Hallatrow in Thomas Walter BLANNING for all the interest of Gwendolen Marchant BLANNING.