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1901.

*Pearce & Nicholls
12 New Court.
Finsbury, Chancery Lane*

Abstract of the Title

OF

THE HORSELL LAND CO. Ltd.

TO FREEHOLD PREMISES AT

HORSELL

IN THE COUNTY OF SURREY.

PEARCE & ALDRIDGE,
1, CLEMENTS INN, W.C.

- Messrs. G. & Co., Limited, Cardington Street, London, N.W. -

HERITAGE WALKS ARCHIVE DOCUMENT

Abstract of the Title of the Horsell Land
Company Limited to freehold premises at Horsell in
the County of Surrey

AS TO PART OF THE PROPERTY.

1880, November 6th. **By Indenture of Conveyance** of this date made between RICHARD SEARLE of 5 Pump Court Temple London Esquire and HENRY EDWARDS PAINE of Chertsey in the county of Surrey Gentleman of the first part RICHARD BRETTELL of Horsell in the County of Surrey Gentleman of the second part and THE REVEREND JOHN BACK of Horsell aforesaid Clerk in Holy Orders of the third part

Ad val. £50

RECITING that by an indenture of mortgage dated 29th April 1880 and made between said Richard Brettell of the one part and said parties to abstracting indenture of the first part as parties thereto of the other part In consideration of £12000 by said parties thereto of first part paid to said Richard Brettell All the pieces or parcels of lands in the parish of Horsell in the county of Surrey comprised in first schedule to abstracting indenture other than Little Hill and the outer piece in the same schedule mentioned and also other than that part of Gullies Lane therein mentioned which adjoined the said outer piece and also other than part of the Vicarage Garden in the same schedule mentioned were with other hereditaments granted by said Richard Brettell unto and to the use of said parties to abstracting indenture of the first part their heirs and assigns by way of mortgage for securing repayment by said Richard Brettell his heirs executors administrators or assigns unto said parties thereto of the first part their executors administrators or assigns of £12000 with interest as therein mentioned And by the indenture now in recital said Richard Brettell covenanted to surrender the said outer piece which was then copyhold of the Manor of Pyrford in said county but had since been enfranchised as thereafter mentioned and also certain other copyhold hereditaments of same manor To the use of said parties thereto of first part their heirs and assigns by way of mortgage for securing said principal sum and interest

AND RECITING that at the date of the thereinbefore recited mortgage said Richard Brettell was seized and well entitled in fee simple in possession of and to such of the pieces of land thereby conveyed by way of mortgage as were comprised in said first schedule thereto and he was also beneficially possessed of or entitled to the customary fee of said copyhold parcel called the Outer piece comprised in said first schedule thereto and he and said Henry Edwards Paine were in fact then unadmitted surrenderers in equal shares of said copyhold parcel called the outer piece but as to the share therein of said Henry Edwards Paine he in fact held the same only as Trustee for said Richard Brettell

AND RECITING that on 24th August 1880 said Henry Edwards Paine and Richard Brettell were duly admitted in fee to the same copyhold parcel

AND RECITING that by an indenture dated 28th August 1880 and made between the Right Honourable William Hillier Earl of Onslow Lord of said manor of the one part and said Henry Edwards Paine and Richard Brettell of the other part All the said copyhold parcel called the outer piece and also another copyhold parcel held of said manor and the appurtenances were duly granted and enfranchised by said Earl unto and to the use of said Henry Edwards Paine and Richard Brettell their heirs and assigns

AND RECITING that by another indenture dated 1st September 1880 and made between said Henry Edwards Paine of the one part and said Richard Brettell of the other part all the undivided moiety of said Henry Edwards Paine in said copyhold parcel called the Outer piece and in said other copyhold property so enfranchised as aforesaid was conveyed by him unto and to the use of said Richard Brettell his heirs and assigns

AND RECITING that said Richard Brettell was also seized and well entitled in fee simple in possession of and to such of the pieces or parts of pieces of land comprised in said first schedule thereto as were not comprised in said mortgage and also of and to the rights of way thereafter conveyed subject nevertheless to the same indenture of mortgage so far as it affected the same rights of way

AND RECITING that said Richard Brettell had agreed with said John Back to sell to him for £10000 all the pieces or parcels of land and roads comprised in said first schedule thereto and the several rights of way thereafter mentioned and the fee simple and inheritance thereof respectively free from all incumbrances

AND RECITING that said parties thereto of the first part were satisfied that the other hereditaments comprised in the thereinbefore recited indenture of mortgage were a sufficient security for the principal and interest moneys thereby secured and they had agreed that the whole of said purchase money should be paid to said Richard Brettell and to release all the hereditaments so agreed to be sold from their said mortgage so far as it affected the same hereditaments respectively

IT WAS WITNESSED that in consideration of £10000 to said Richard Brettell paid by said John Back with the consent of said parties thereto of the first part testified by their execution of abstracting presents (receipt acknowledged) by said Richard Brettell and that same was in full for the absolute purchase of the pieces or parcels of land and rights of way and other hereditaments thereby conveyed and did thereby release said John Back his representatives and assignees therefrom They said parties thereto of the first part so far as respected such of the hereditaments thereby conveyed as were comprised in or were otherwise subject to the thereinbefore recited mortgage and generally in respect of any estate or interest of them or either of them in any of the other hereditaments thereby conveyed and at the request of said Richard Brettell testified &c. Did and each of them Did thereby grant release and convey and said Richard Brettell as to all the hereditaments thereby conveyed Did thereby grant convey and confirm unto said John Back and his heirs

ALL the pieces or parcels of land comprised or mentioned in the first schedule to abstracting presents which pieces or parcels of land were situate in the parish of Horsell in the county of Surrey and were then in the occupation of the said Richard Brettell and contained in the whole (exclusive of No. 403 and No. 440 in said schedule) 55a 3s 16r or thereabouts and the same pieces of land were delineated in the plan drawn upon or annexed to abstracting presents and were therein colored green save as to the private road No. 440 in said schedule which was colored brown in the said plan

AND ALSO by way of further grant full and free right and liberty for said John Back his heirs and assigns from time to time and at all times thereafter and either with or without animals or vehicles to pass and repass over and along the strip of land shewn and colored brown in the said plan thereto and lying between No. 414 and part of No. 435 in the said plan and over and along the strip of land shewn and colored light blue in the said plan thereto and lying between the road colored brown and No. 440 and the piece of land No. 436 in the said plan and to have the use and enjoyment of the same two strips for all purposes to and from the parcels No. 435 and 436 respectively in the said plan

AND generally by way of further grant all such rights of way and other rights in and over the same two strips as the said parties thereto of the first part and the said Richard Brettell or any of them had any power either at law or in equity to grant or dispose of

TOGETHER with all buildings &c.

AND all the estate &c.

TO HOLD freed and discharged from the thereinbefore recited mortgage and from all principal and interest and other moneys owing upon the security of said indenture of mortgage and from all claims and demands in respect thereof and generally from all other claims and demands if any of said parties thereto of the first part or either of them upon any of said hereditaments thereby conveyed and so freed and discharged as aforesaid

UNTO and to the only use of said John Back his heirs and assigns for his and their own use and benefit absolutely

COVENANT by each of said parties of the first part for himself his heirs executors and administrators with said John Back his heirs and assigns

That he had done no act to encumber

COVENANTS by said Richard Brettell for himself his heirs executors and administrators with said John Back his heirs and assigns

That said parties thereto of the first part and said Richard Brettell or some or one of them were seized in fee simple. Good right to convey. Quiet enjoyment. Free from incumbrances. Further assurance.

AND RECITING that the several documents comprised in the second schedule thereto related to said hereditaments thereby conveyed and also to other hereditaments comprised in thereinbefore recited indenture of mortgage and the same documents were then in the custody of the said parties thereto of the first part as such mortgagees and upon the treaty for said sale it was agreed that the same documents should remain

in their custody but that they and the said Richard Brettell should enter into such covenants with respect thereto as thereafter contained

COVENANT by said parties thereto of the first part so as to bind each of them his heirs executors and administrators personally so long only as the same documents should be or remain in his or their custody or possession but so nevertheless as to bind so far as might be all holders from time to time of the same documents for themselves jointly and severally and for their respective heirs executors and administrators and by said Richard Brettell absolutely with said John Back his heirs executors and administrators to produce at the costs of said John Back his heirs executors and administrators the several documents comprised or mentioned in said second schedule thereto and make and deliver to said John Back his heirs executors and administrators attested or other copies or abstracts of or extracts from all or any of the same documents

PROVISO that if said Richard Brettell his heirs executors and administrators should sell and dispose of such of the other hereditaments belonging to him to which the documents of title comprised in said second schedule thereto then related or the greater part thereof and should at his or their costs procure the purchaser or purchasers thereof having and lawfully entitled to the custody of the same documents to enter into covenants with said John Back his heirs executors and administrators similar to the covenants of said Richard Brettell thereinbefore contained with relation to the said documents and should deliver to the said John Back his heirs executors and administrators the covenants so to be entered into then the last mentioned covenants of said Richard Brettell thereinbefore contained but no other part of abstracting presents should thenceforth cease and be void

FIRST SCHEDULE TO ABSTRACTING INDENTURE

PARCELS OF LAND THEREBY CONVEYED

No. on Plan	DESCRIPTION	Quantities			
404	Butt Field and Road leading therefrom	2	1	32	
410	Little Field	1	0	37	
411	Church Field	21	3	17	
414	Upper Gullies	6	0	16	
416	Gullies Lane	6	2	3	
420	Lower Gullies	3	3	2	
421	Outer or Common Piece	1	0	20	
435 part of	New Cut and Great Hoar... ..	11	3	21	
436	Sudrush	6	3	28	
		A	55	3	16
403 part of	Land at present part of Vicarage Garden... ..	Shewn on plan			
440		Shewn on plan			
coloured brown	Road leading to 411 and 436	Shewn on plan			

SECOND SCHEDULE TO ABSTRACTING INDENTURE

DOCUMENTS COVENANTED TO BE PRODUCED

- 1838 November 1st Indenture made between Elizabeth Roake widow George Roake Edmund Roake John Martyr and Eliza his wife Mary Roake spinster and Thomas Roake of the first part Henry Roake and John Roake of the second part and William Mellersh John Keene and Thomas Keene of the third part
- 1842 April 30th Indenture made between Thomas Keene of the one part and Henry Roake of the other part
- 1842 May 17th Indenture made between Henry Roake of the one part and James Fladgate of the other part
- 1850 June 19th Indenture made between James Fladgate of the one part and William Fladgate of the other part
- 1851 August 6th Deed Poll under the hand and seal of Henry Roake and confirmed by the Tithe Commissioners merging his Tithes in the parish of Horsell
- 1870 February 2nd Indenture made between Thomas Roake and Richard Roake of the first part Richard Roake of the second part Henry Roake of the third part Edward Roake of the fourth part and Philip William Lovett of the fifth part

1876 December 20th Indenture made between Richard Fladgate Edward Fladgate and Henry Fladgate of the one part and Henry Roake of the other part

1876 December 21st Indenture made between Henry Roake of the one part and Henry Edwards Paine and Richard Brettell of the other part

Same date Indenture made between Henry Edwards Paine and Richard Brettell of the one part and Augustus Frederick Perkins Frederick Lincoln Bevan and Thomas Fish Marson of the other part

1878 February 20 STATUTORY DECLARATION by William Spooner

1880 April 28 INDENTURE made between Augustus Frederick Perkins Frederick Lincoln Bevan and Thomas Fish Marson of the first part Henry Edwards Paine of the second part Richard Brettell of the third part and George Wheeler of the fourth Part

1880 April 29 THE INDENTURE OF MORTGAGE of this date recited in the abstracting indenture

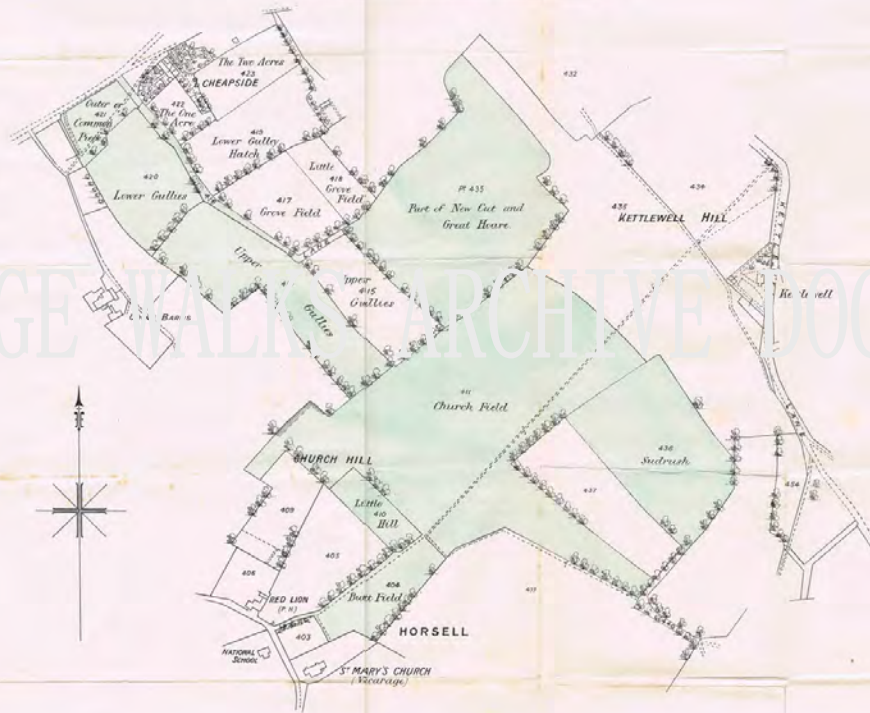
DOCUMENTS RELATING TO THE PARCEL FORMERLY
COPYHOLD BUT THEN ENFRANCHISED

1874 August 1st } STEWARD'S COPY ADMITTANCE of Henry Roake
Manor of Pyrford }

EXECUTED by said Richard Searle Henry Edwards Paine and Richard Brettell and attested

RECEIPT for consideration money £10000 endorsed signed by Richard Brettell and witnessed

PLAN ON CONVEYANCE OF 6TH NOV^R 1880.



Scale 180 or 25.344 inches to a Statute mile

AS TO THE WHOLE

1877, November 21st. BY HIS WILL the said Reverend John Back after giving several pecuniary legacies as to all the rest residue and remainder of his property both real and personal the Testator gave and devised the same unto his Brother the Reverend Henry Back for his own absolute use and benefit and he appointed the said Henry Back Trustee and Executor of that his will

DULY SIGNED by said Reverend John Back and witnessed

1878, October 4th. CODICIL to the will of the said Reverend John Back which did not revoke or alter the aforesaid devise

1878, October 24th. Further Codicil to the will of the said Reverend John Back which did not revoke or alter the aforesaid devise

1891, July 30th. THE said Reverend John Back died

1891, October 24th. SAID Will and said Two Codicils of the said Reverend John Back proved by said Reverend Henry Back the sole Executor in the principal Registry of the High Court of Justice.

1891, July 30th. THE said Reverend John Back died

1891, October 24th. SAID Will and said Two Codicils of the said Reverend John Back proved by said Reverend Henry Back the sole Executor in the principal Registry of the High Court of Justice.

1884, March 18th. By his will the said Reverend Henry Back described as of 20 Palace Gardens Terrace in the county of Middlesex Clerk in Holy Orders appointed his wife Eliza Back Executrix thereof And he devised and bequeathed all his real and personal estate unto the said Eliza Back

UPON TRUST out of his personal estate to pay all his debts funeral and testamentary expenses

He declared that his said wife should have the full use benefit and enjoyment of all the residue of his real and personal estate and effects during her life and with full power to decide what property whether real or personal should be sold and what retained unsold and upon what securities any capital moneys should be invested and generally as to the management of the said real and personal property and all questions arising during her lifetime in the carrying out of the trusts of his will with reference to the property for the time being subject thereto and after the death of his said wife he gave his residuary real and personal estate and effects to such person or persons and for such purposes and generally in such manner as his said wife should by any deed or deeds with or without power of revocation and new appointment or by her will or any codicil thereto appoint

Duly signed by the said Reverend Henry Back and witnessed

1892, October 30th. The said Reverend Henry Back died

1891 in deed of 24th April 1901

✓
1872, December 10th. Codicil to the will of the said Reverend Henry Back which did not revoke or alter the aforesaid devise

✓
1891, December 21st. Said will and codicil of the Reverend Henry Back proved by said Eliza Back in the principal Registry of the High Court of Justice

✓
1896, November 5th. By her will the said Eliza Back therein described as of Ashfield House Midhurst in the county of Sussex Widow of the Reverend Henry Back After revoking all wills and codicils theretofore made by her appointed The Reverend Norman Pares of Prescote Southsea in the county of Hants George Lanelet Pares of Westfield Southsea Esquire and George Edgar Frene of 28 Lincoln's Inn Fields in the county of Middlesex Solicitor (hereinafter called her trustees) to be the Executors and general trustees of her will and any codicil or codicils thereto

AND the said testatrix devised and bequeathed and in exercise of any special or general power enabling her in that behalf appointed all the real and personal estate over which she had any power of disposition or appointment by will except so much thereof as consisted of Ashfield House aforesaid Together with the flower and kitchen gardens the lodge and stables and outhouses and the meadows adjoining containing about 11,020 acres and numbered in the Ordnance Survey Plan 83, 84, 85, 86, and 110 and except what she otherwise specifically disposed of by her said will or any codicil thereto (which did not comprise any of the premises comprised in the indenture of conveyance of 25 April 1901 next hereinafter abstracted) unto her trustees in fee simple and absolutely

UPON TRUST that her trustees should stand possessed of all the residues of the real and personal estate thereinbefore devised bequeathed and appointed by her upon trust that her trustees should sell realise convert and get in the same within one year from her death or within such extended period as might be determined in manner provided by section 5 of the Mortmain and Charitable Uses Act 1891 and to hold the same thereafter referred to as her residuary estate upon trust for her special trustees thereafter constituted and otherwise as thereafter expressed

THE said testatrix appointed certain hereditaments called Ashfield House at Midhurst Sussex to special trustees

UPON certain trusts in the said will set out

THE testatrix also empowered her trustees to leave the property devised bequeathed or appointed in the investments in which it should be at her death for so long as might seem to them proper and directed that any money received from the calling in or conversion as constituted part of her residuary estate should be invested in any securities for the time being authorised by law or by any order of court as investments for trustees and in no other investments

Duly signed by the said Eliza Back and witnessed

✓
Same Date.

BY a codicil to her will the said Eliza Back after certain specific bequests declared her trustees should stand possessed of her real and personal estate devised bequeathed and appointed to them by her said will in the trusts therein contained contained of and concerning the same and upon further trusts therein expressed which trusts provided for payment and the setting apart of certain pecuniary legacies in the said codicil mentioned

AND the said testatrix confirmed her said will except in so far as varied by the now abstracting codicil

Duly executed by the said Eliza Back and attested by two witnesses

✓
1899, May 12th.

THE said Eliza Back by a second codicil to her said will which will and first codicil were both dated the 5th of November 1896 desired that all the land in the parish of Horsell in the county of Surrey then belonging to her but then formerly belonging to her brother-in-law the Reverend John Back and which she had determined to sell or to have sold [but which land was not to include the land at Horsell then used as a shrubbery (separated from the grounds of the Vicarage of Horsell by the private road belonging to her) or the small piece of land belonging to her then thrown into and used as part of the kitchen garden of the said Vicarage or the two fields situate at

Horsell aforesaid and which were numbered 404 and 411 respectively on the Ordnance Survey plan which by her will she had devised to the Reverend Norman Pares George Lancelot Pares and the Bishop for the time being of the Diocese of Winchester upon trust as and for an addition to the garden glebe and endowments of the said Vicarage or the gardener's cottage situate at Horsell aforesaid then converted into a Parish Room and Club House or the advowson of Horsell aforesaid also devised by her said will] should if not sold by her in her lifetime be so disposed of as soon as possible after her death by private or public sale

THE said testatrix directed that out of the proceeds of the sale of this property which should be either sold in her lifetime or after her death certain legacies specifically mentioned in her said will should be paid and that all the residue (if any) of the net proceeds of the said sale which should remain after paying the legacies as aforesaid she bequeathed to special trustees constituted by her said will for the purpose therein mentioned

Duly signed by the said Eliza Back and witnessed

✓
1900, June 17th.

THE said Eliza Back died

✓
1900, August 3rd.

SAID will and codicils of Eliza Back proved by all the executors therein named in the Principal Registry of the High Court of Justice

✓
1900, August 3rd.

SAID will and codicils of Eliza Back proved by all the executors therein named in the Principal Registry of the High Court of Justice

1901, April 25th.

BY INDENTURE made between the said Reverend Norman Pares the said George Lancelot Pares and the said George Edgar Frere (hereinafter called "The Vendors") of the one part and The Horsell Land Company Limited whose registered offices were at 18 Adam Street Strand (hereinafter called "The Company") of the other part

Ad val £87 10s.

RECITING will of the said Reverend John Back

AND RECITING death of the said Reverend John Back on 30th July 1891 and that his will together with two codicils thereto were duly proved in the Principal Registry of the Probate Division of Her then Majesty's High Court of Justice

AND RECITING will of the said Reverend Henry Back

AND RECITING death of the said Reverend Henry Back and that his will and codicil were duly proved in the Principal Registry of the Probate Division of Her then Majesty's High Court of Justice

AND RECITING the will of the said Eliza Back

AND RECITING a codicil to her will dated 5th November 1896

AND RECITING a second codicil to her will dated 12th May 1899

AND RECITING death of the said Eliza Back on 17th June 1900 and that the said will and codicils were duly proved in the Principal Registry

AND RECITING agreement for sale at the price of £17,500

IT WAS WITNESSED that in consideration of the sum of £17,500 to the vendors paid by the Company on or before the execution thereof (the receipt acknowledged) the vendors as trustees thereby conveyed unto the Company

ALL those pieces or parcels of land situate at Church Hill and Kettlewell Hill in the parish of Horsell in the County of Surrey containing by admeasurement 73½ acres or thereabouts comprised in the first schedule thereto and more particularly delineated and described in the plan drawn thereon and therein colored green

TO HOLD the same unto and to the use of the Company in fee simple Acknowledgment of right to production of the documents of title mentioned in second schedule thereto and to delivery of copies thereof

*Original produced
by Henry Pares Nicholl
& Co. Esq. Solicitors
15th August 1923*

THE FIRST SCHEDULE BEFORE REFERRED TO

No. on Plan	Description	Quantities		
		A	B	F
414	Pasture	6	0	16
416	Road	0	2	29
417	Pasture	2	3	6
418	Ditto	1	1	7
419	Ditto	3	2	3
420	Ditto	3	1	32
420a	Osier Bed	0	2	20
421	Pasture	0	3	32
422	Ditto	0	3	23
423	Ditto	1	3	29
428 (part)	Cottage Farm Buildings etc. estimated	1	2	4
435	Arable	42	3	39
436	Pasture	6	3	8
		73	2	8

THE SECOND SCHEDULE BEFORE REFERRED TO

1880 November 6th Indenture of Conveyance made between Richard Searle and Henry Edwards Paine of the first part Richard Brettell of the second part and The Reverend John Back of the third part

DULY executed by the vendors and attested



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