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Abstract of the Title

OF THE

LONDON NECROPOLIS

COMPANY Ltd.

to **LAND** in the **PARISH** of

WOKING and **COUNTY** of

SURREY.

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Abstract of the Title

OF THE

LONDON NECROPOLIS COMPANY LTD. to LAND in the PARISH
of WOKING and COUNTY of SURREY.

*15 & 16 Vic. c. 149.
Commons Act 1846
Printed by Act of Parliament
London at Westminster Bridge
233 Westminster Avenue W.C.
T. Fisher & Son, Ltd.
Woking Surrey
10th May 1950*

By the LONDON NECROPOLIS AND NATIONAL MAUSOLEUM COMPANY ACT of this date it was enacted *inter alia* that it should be lawful for the said Company to purchase compulsorily or by agreement and hold the whole or any part of the lands and property mentioned and described in the First Schedule of the now abstracting Act. And it was enacted that the Lands Clauses Consolidation Act 1845 except the clauses with respect to Land acquired by the Promoters of the undertaking but which should not be required for the purposes thereof should be incorporated with and form part of the now abstracting Act. And it was enacted that the Company should not without the sanction and authority of Parliament sell any Land which they might acquire under the authority of that Act.

The first Schedule to which the now abstracting Act refers contains *inter alia* :—

DESCRIPTION OF PROPERTY.	Owners or Reputed Owners	Lessees or Reputed Lessees	Occupiers.
Waste or common land with the roads paths waters water-courses fences ditches trees and gravel pits thereunto belonging being the whole of the waste or common land in the Parish of Woking and commonly called or known by the name of Woking Common.	The Right Honourable the Earl of Onslow.		William Daw and the Freeholders and Copyholders in the Manor of Woking.

*10th April, 1854.
Said Act signed in presence of before
T.H.L.
14th October 1854.
Said Act signed as before
T.H.L.*

Receipt for £15,000 compensation for Commoners' rights.

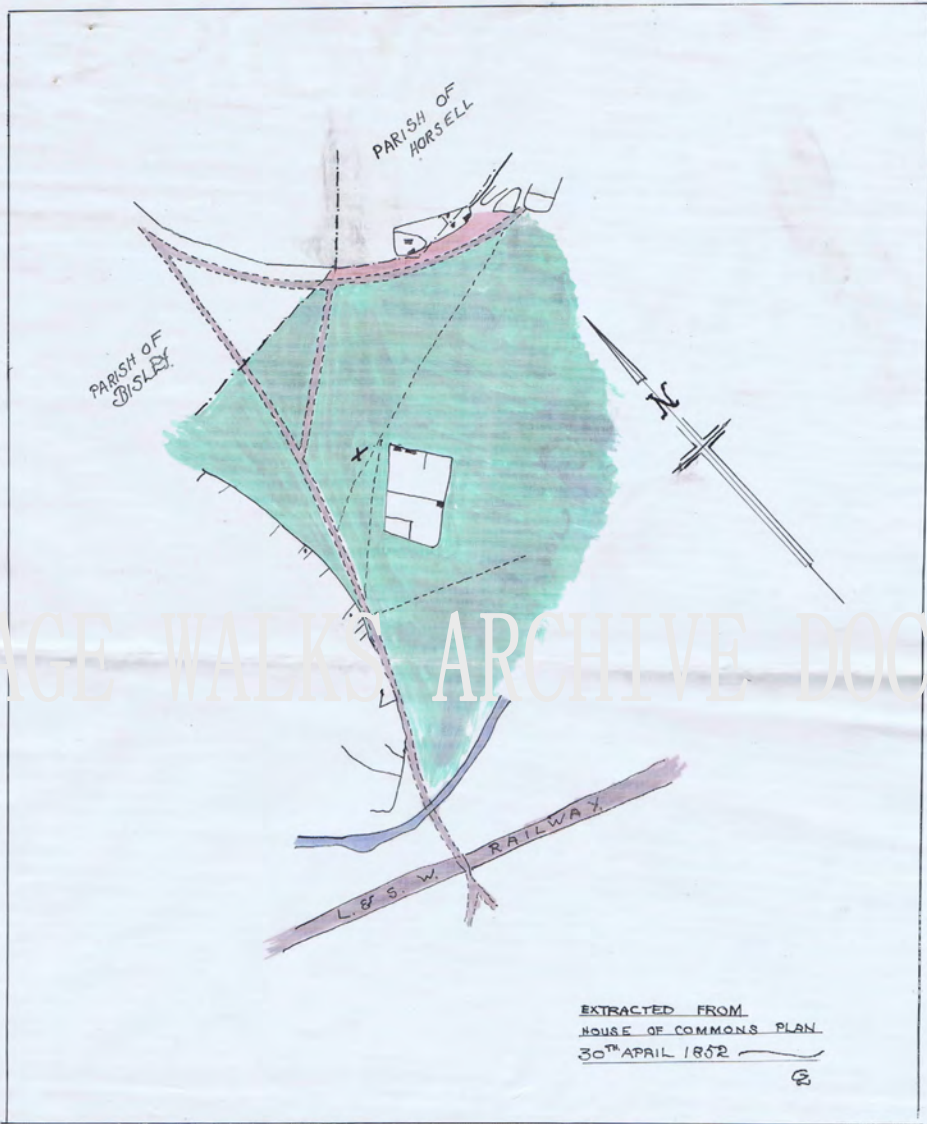
By Indenture of this date made between Cobbett Derby and the Rev. Charles Bradshaw Bowles of the first part The Right Honourable Arthur George Earl of Onslow of the second part The Honourable Arthur George Onslow (commonly called Lord Viscount Cranley) the only son and heir apparent of the said Arthur George Earl of Onslow of the third part The Honourable Mary Augusta Onslow spinster (commonly called Lady Mary Augusta Onslow) of the fourth part Sir John Henry Lowther Baronet George Fludyer The Honourable Thomas Cranley Onslow and The Honourable Mainwaring Ellerker Onslow of the fifth part and The London Necropolis and National Mausoleum Company of the sixth part.

Reciting that by an Indenture dated the 10th day of February 1842 and made between said Arthur George Earl of Onslow of the first part said Arthur George Lord Viscount Cranley of the second part said Cobbett Derby and Charles Bradshaw Bowles of the third part and William Fludyer and John Henry Fludyer of the fourth part the Manor of Woking in the County of Surrey with the appurtenances was together with other hereditaments and subject to a charge of £30,000 for the benefit of the said Lady Mary Augusta Onslow and to a term of 1900 years to commence on the death of the said Arthur George Earl of Onslow limited to the said John Henry Lowther George Fludyer Thomas Cranley Onslow and Mainwaring Ellerker Onslow therein called Mainwaring Edward Onslow for the purposes of securing the same limited and assured to the use that

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the said Arthur George Lord Viscount Cranley might during the joint lives of the said Arthur George Earl of Onslow and himself receive and take an annual sum of £100 payable as therein mentioned. And subject thereto to the use of the said Arthur George Earl of Onslow and his assigns during his life with remainder, To the use of the said Cobbett Derby and Charles Bradshaw Bowles and their heirs during the life of the said Arthur George Earl of Onslow with remainder to the use of the said Arthur George Lord Viscount Cranley during his life with remainder to the said Cobbett Derby and Charles Bradshaw Bowles and their heirs during the life of the said Arthur George Lord Viscount Cranley with divers remainders over and with an ultimate limitation to the use of the said Arthur George Earl of Onslow his heirs and assigns for ever. And it was by the said Indenture agreed and declared that it should be lawful for the said Cobbett Derby and Charles Bradshaw Bowles and the survivor of them and the executors or administrators of such survivor at any time or times at the request and by the direction of the said Arthur George Earl of Onslow and Arthur George Lord Viscount Cranley during their joint lives such request and direction to be testified by some writing to be legally executed by them or him and after the decease of either of them then at such request and by such direction and at such discretion as therein mentioned to dispose of and convey either by way of absolute sale or in exchange for or in lieu of other Manors Lands or hereditaments to be situate somewhere in England or Wales all or any part of (amongst other hereditaments) the said Manor of Woking (which include the waste or common land intended to be thereby appointed and assured) and the inheritance thereof in fee simple or any easements rights or privileges out of or upon any part of the same premises to any person or persons whatsoever for such price or prices in money or for such an equivalent or recompense in manors lands or hereditaments as to them the said Cobbett Derby and Charles Bradshaw Bowles or the survivor of them or the executors or administrators of such survivor should seem reasonable and it was thereby also agreed and declared that every such sale or sales as aforesaid should or might be made either by public auction or by private contract. And that the said Cobbett Derby and Charles Bradshaw Bowles and the survivor of them and the executors or administrators of such survivor should have full power to make such stipulations or conditions in any particulars of sale by which the said hereditaments and premises or any part thereof might be sold or in any contract for the sale thereof or any part thereof as to the title thereto and the evidence of the same as the said Trustees or Trustee for the time being should think fit. And it was thereby also agreed and declared that for the purpose of effecting any such sale or exchange as aforesaid it should be lawful for the said Cobbett Derby and Charles Bradshaw Bowles and the survivor of them and the executors or administrators of such survivor at such request and by such direction and at such discretion as aforesaid as the case might be by any instrument or instruments in writing legally executed by them or him absolutely to revoke determine and make void all and every or any of the uses trusts powers or provisos thereinbefore limited and declared or which under any of the powers therein contained might be limited or declared of or concerning the hereditaments which should be so sold or given in exchange or any part or parts thereof and to limit declare direct and appoint any use or uses estate or estates trust or trusts of the premises thereinbefore described or any part or parts thereof which it should be thought necessary or expedient to limit declare direct or appoint in order to effectuate any such sale or exchange as aforesaid. And it was thereby also provided that the receipt or receipts in writing of any Trustees or Trustee for the time being acting in the execution of the trusts or powers thereinbefore respectively declared or contained for any sum or sums of money which should be payable to him or them respectively under or by virtue of the said Indenture or in or about the execution of any of the aforesaid trusts or powers should be a sufficient and effectual discharge or sufficient and effectual discharges for the same respectively or for so much thereof respectively as in such receipt or receipts respectively as should be expressed or acknowledged to be received. And that the person or persons to whom the same should be given his her or their heirs executors administrators or assigns should not afterwards be answerable or accountable for any loss misapplication or non-application or be in anywise obliged to see to the application of the money therein mentioned and acknowledged to be received.

End reciting agreement for sale to the said Company free from incumbrances at the price of £33,944.



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EXTRACTED FROM
HOUSE OF COMMONS PLAN
30TH APRIL 1852

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And reciting that the said Lady Mary Augusta Onslow Sir John Henry Lowther George Fludyer Thomas Cranley Onslow and Mainwaring Ellerker Onslow had agreed to join in and ^{execute} ~~execute~~ the now abstracting Indenture for the purpose of merging the said term of 1900 years in the inheritance of the said waste or common lands and hereditaments and vesting the same in the inheritance of the said waste or common lands and hereditaments and vesting the same in the said Company freed and discharged from the said charge of £30,000.

It was witnessed that for effectuating the said sale in pursuance of said Agreement and in consideration of said sum of £33,944, ^{of which sum} to said Cobbett Derby and Charles Bradshaw Bowles paid by said Company (the receipt, &c.) and pursuant to and in exercise and in execution of the power or authority to the said Cobbett Derby and Charles Bradshaw Bowles for that purpose given or limited by the said Indenture of the 10th day of February 1842 and of all other powers or authorities in anywise enabling them in that behalf and at the request and by the direction of the said Arthur George Earl of Onslow and Arthur George Lord Viscount Cranley (testified &c.).

They the said Cobbett Derby and Charles Bradshaw Bowles

Did and each of them did by the now recited Indenture revoke determine and make void all and every the uses estates trusts powers provisions and limitations in and by the said Indenture of 10th February 1842 expressed limited declared and contained of and concerning the waste or common land and hereditaments thereafter particularly described or referred to and intended to be thereby appointed and assured and of and concerning the said manor as far as relates to the said waste or common land but not further or otherwise.

And it was also witnessed that for further effectuating the said sale and for consideration aforesaid and pursuant to and in exercise of and execution of the power or authority to the said Cobbett Derby and Charles Bradshaw Bowles for that purpose given or limited by the said Indenture of the 10th day of February 1842 and of all other powers or authorities in anywise enabling them in that behalf and at the request and by the direction of the said Arthur George Earl of Onslow and Arthur George Lord Viscount Cranley (testified &c.).

They the said Cobbett Derby and Charles Bradshaw Bowles

Did and each of them did by now abstracting Indenture limit declare and appoint that

All and singular the waste or common land situate and being in the parish of Woking in the said County of Surrey being part and parcel of the waste or common land called or known by the name of Woking Common and delineated and colored green in the map or plan accompanying or annexed to the now abstracting Indenture and also such of the lands colored red in the said map or plan as were waste or common land within the said manor of Woking together with all buildings erections &c.

And the yearly and other rents issues and profits of all and singular the said premises should thenceforth go remain and be for all the estate right title and interest therein as Lords of the Manor of Woking aforesaid of the said Arthur George Earl of Onslow Arthur George Lord Viscount Cranley and all other persons claiming under the limitations contained in the said Indenture of the 10th February 1842.

To the use of the said Company their successors and assigns for ever ^{for their own use & benefit}

Provided always and it was thereby declared that neither the abstracting Indenture nor anything therein contained should defeat prejudice or affect the right title interest or claim or parties thereto of the first second or third parts or any of them or any person or persons claiming or to claim through or under them respectively to participate in the compensation for commonable rights therein mentioned. etc.

And it was also witnessed that in further pursuance of said agreement and for the consideration aforesaid the said Sir John Henry Lowther George Fludyer Thomas Cranley Onslow and Mainwaring Ellerker Onslow at the request and by the direction of the said Lady Mary Augusta Onslow (~~testified &c.~~) ^(testified by her being a party to abstracting process)

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Did and each of them did thereby assign and the said Lady Mary Augusta Onslow did assign and confirm unto the Company their successors and assigns.

All and singular the premises thereinbefore appointed and assured or intended so to be with their and every of their appurtenances

And all the estate &c.

To have and **To hold** the same unto said Company their successors and assigns for the said term of 1900 years freed and absolutely discharged of and from the said sum of £30,000 and interest and every part thereof. To the intent that said term may absolutely merge and be extinguished in the inheritance of said premises.

Covenants by said Cobbett Derby and Charles Bradshaw Bowles their heirs executors and administrators with said Company their successors and assigns.

That they had good right to assign said term free from incumbrances.

Covenant by Sir John Henry Lowther George Fludyer Thomas Cranley Onslow Mainwaring Ellerker Onslow and Lady Mary Augusta Onslow respectively their heirs executors and administrators with said Company their successors and assigns.

That they had good right to assign free from incumbrances.

Covenant by Arthur George Earl of Onslow and Arthur George Lord Viscount Cranley his heirs executors and administrators with said Company their successors and assigns.

That said power was well and effectually created and was then in full force.

That they had full power to make and request and give such direction as aforesaid.

That they had ^{good right} full power and ^{power to} authority to limit declare and appoint said premises.

For quiet enjoyment.

Free from incumbrances.

For further assurance.

Duly executed by parties of first five parts and attested.

Receipt for £33,944 endorsed signed and witnessed.

*18 & 19 Vic., c. 163.
Some copies printed copy
of Act inserted as before
772*

By the London Necropolis and National Mausoleum Amendment Act of this date it was enacted that when and so soon as the lands in the schedule to the said London Necropolis and National Mausoleum Act 1852 distinguished by the numbers in the before abstracted Act mentioned should have been allotted and appointed for a Church Churchyard Parsonage House and Schools as thereafter provided it should be lawful for the said Company for such consideration and in such manner as they should think fit to sell absolutely and convey the lands mentioned and described in the schedule to the now abstracting Act or any part thereof and for the purposes aforesaid to execute all deeds and instruments which shall be necessary or expedient.

The Schedule to which the now abstracting Act refers contains *inter alia*

Waste or Common land with the roads paths waters watercourses fences ditches trees and gravel pits thereunto belonging being parts of the waste or common land in the parish of Woking and commonly called or known by the name of Woking Common.

27th April 1856

By Deed Poll of this date under the seal of said Company.

*Stamp £75
1000 copies required
provision as before
THC*

*Plan similar to that
in the resolution of
14th Oct. 1854*

After reciting that in compliance with the provisions of the Lands Clauses Consolidation Act 1845 in that behalf the said Company by an advertisement inserted in the *Surrey Standard* newspaper on 12th February 1853 and again in the same newspaper on 19th February 1853 duly called a meeting of the parties entitled to commonable or other rights over or in Woking Common to be held on the 28th February 1853 at the Railway Hotel in said parish of Woking for the purpose of said parties appointing a Committee to treat with said Company for the compensation to be paid for the extinction of their said commonable and other rights and the said Company caused notice of such meeting more than seven days previous to the holding thereof to be fixed upon the door of the Parish Church of Woking aforesaid and also caused a like notice to be given to the Earl of Onslow.

And reciting in pursuance of said advertisement and notices a meeting was duly held at the time and place appointed as therein aforesaid for the holding thereof and there present at such meeting the several persons entitled to commonable or other rights over or in the said Woking Common and it was at such meeting resolved that Thomas Drewitt George Smallpiece Richard Collier Richard Hodd the elder and Henry Harris should be and they were accordingly appointed to be a Committee having all such powers as by the Lands Clauses Consolidation Act 1845 are conferred upon Committees of the like description to treat with said Company for the compensation to be paid for the extinction of all commonable and other rights over or on the said Woking Common.

And reciting that said Committee failed to agree with said Company as to the amount of the compensation to be paid as aforesaid.

And reciting that by a Warrant under the Common Seal of said Company directed to and duly served on the Sheriff of the County of Surrey and dated 4th October 1853 said Company in pursuance of the powers conferred upon them by said Lands Clauses Consolidation Act 1845 requested said Sheriff to summons a Special Jury to enquire of and assess the said question of disputed compensation and assess or give a verdict for the sum or sums of money to be paid by said Company as compensation for the extinction of said commonable and other rights and ascertain and settle all such other matters and things as they might by virtue of the Provisions of the Statutes in that behalf or otherwise be lawfully required to do.

And reciting that in obedience to the said Warrant an Enquiry was duly held at Guildford in said County of Surrey on 20th October 1853 in manner provided by said Lands Clauses Consolidation Act 1845 before Charles James Abbott the Under-Sheriff for said County of Surrey and a Special Jury duly chosen and said Jury by their verdict which as well as the Judgment of said Under Sheriff thereupon was signed by him and recorded by the Clerk of the Peace for said County assessed and awarded that the sum of £15,000 was the value and should be paid by said Company as or by way of compensation for the extinction of all such commonable and other rights as aforesaid.

And reciting that on 10th April 1854 said Company duly paid said sum of £15,000 to said Committee and all the Members of such Committee duly signed and delivered to said Company a receipt in writing for said sum of £15,000.

And reciting before abstracted Indenture of 14th October 1854

It was witnessed that in pursuance and execution of the power by said Lands Clauses Consolidation Act for that purpose given to or vested in them the said London Necropolis and National Mausoleum Company.

Did thereby declare that now abstracting Deed Poll was intended to take effect so as to vest in said Company their successors and assigns.

All and singular the waste and common land situate and being in said parish of Woking being part and parcel of the waste or common land called or known by the name of Woking Common and delineated and colored green on the map or plan thereunto annexed freed and absolutely discharged from all commonable and other rights over or in the same and so as to entitle said Company to the immediate possession of the same hereditaments freed and discharged from all such commonable and other rights.

Scaled and attested.

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27 & 28 Vic., c. 57.
*See next page for copy
of Act as before
T.H.L.*

By the London Necropolis and National Mausoleum Amendment Act 1855 the powers granted to said Company by Section 1 of before abstracted Act of 1855 for the sale of certain lands mentioned in Schedule to that Act were thereby extended and notwithstanding anything in that section contained might be exercised by said Company for and during a period of five years from the expiration of the time by said Act for that purpose.

32 Vic., c. 3.
*See next page for copy
of Act as before
T.H.L.*

By the London Necropolis and National Mausoleum Act 1869 Section 16 of before abstracted Act of 1852 was repealed and it was enacted that notwithstanding anything in any of the Acts relating to or affecting the Company it should be lawful for them from time to time and without any restriction to sell lease or exchange any of the lands belonging to them other than the lands described in the said Schedule and to apply the purchase money as therein mentioned.

6th December 1927.
*Examined & certified
true as before
T.H.L.*

Order of the Court of this date confirming the alteration in the form of the constitution of the Company by substituting a Memorandum and Articles of Association for its Deed of Settlement.

15th December 1927
*See next page for copy
of Memorandum as before
T.H.L.*

The name of the Company was changed to London Necropolis Company with the consent of the Board of Trade.

16th October 1935.
T.H.L.

Certificate of Incorporation from Registrar of Companies that the Company is incorporated under the Companies Act 1929 as a Limited Company.