

1923

ABSTRACT of the TITLE
of
MR. RICHARD IVENS to land and premises
at Horsell in the County of
Surrey.

HOWARD GATES & RIDGE
HOVE

HERITAGE WALKS ARCHIVE DOCUMENT

SUPPLEMENTAL

ABSTRACT of the TITLE
of

MR. RICHARD IVENS to land and premises at Horsell
in the County of Surrey

23rd September 1903

Stamp 29

*Original produced at
Mead House 8/10/03
Office 21.8.23*

BY INSTRUMENT of this date made between THE HORSSELL LAND COMPANY LIMITED whose registered offices were at 1 Clements Inn Strand in the County of London (thrnar called the Company) of the one part and RICHARD IVENS of Netley Constitution Hill Woking in the County of Surrey Retired Provision Merchant (thrnar called the Purchaser) of the other part

RECEIVING the Company was seized of an estate of inher in fee simple in person free from incumbrs of and in the heredit and prems thrnar descd and thryr convd and had agreed to sell the same to the Purchaser at the price of £1500

IT WAS WITNESSED that in consen of the sum of £1500 paid by the Purchaser on or before the exon of now abstrg presents (the rect &c) the Company as bene owner thryr convd unto the Purchaser

ALL THOSE plots of land situate at Horsell in the County of Surrey and fronting a Road there called Church Road as the same is more particularly sold and descd in the plan drawn thron and thron cold pink and nos 34 35 40 40a 41 42 and 43

TO HOLD the same unto and to the use of the Purchaser in fee simple subject nevertheless to the Condons and Stipulations contained in the First Schedule thereto

AND the Purchaser thryr covtd with the Company that he the Purchaser his heirs and assigns would at all times thrar observe and perform the Condons and Stipulations set out in the First Schedule thereto so far as the same related to the prems thryr convd

ACKNOWLEDGMENT by the Company of the right of the Purchaser to prodon of the Documents of Title mentd in the Second Schedule thereto and to delivery of copies throf and undertaking for safe custody

THE FIRST SCHEDULE BEFORE REFERRED TO
CONDITIONS AND STIPULATIONS

1. FENCES The Purchaser shall forthwith erect and for ever after maintain to the satisfon of the Company good sufficient substntial fences not exceeding six feet high in height next to the Road and on the sides of plots Marked F on the plan heresn within the boundary line
2. BUILDING LINE No building shall be erected between the building lines and the frontages to the various roads as shown on the plan hereto There shall be nothing erected within such spaces but boundary fences or divisional fences or fence walls

3. VALUE OF BUILDINGS No more than one house shall be erected on each plot as shown on the plan hereto and no house shall be of less value than £2000 exclusive of the stabling and other outbuildings. The value of such house is the nett first cost of the materials and labour involved in its construction exclusive of the cost of stabling detached outhouses conservatories fences and other appurtenances.

4. TRADES NOT PROHIBITED No house erected on the premises shall be erected or used for any other purpose than as a private dwellinghouse and no trade manufacture or business shall be carried on upon the same or on any building thereof nor shall any operative machinery be fixed or placed upon the premises neither shall the same be used in any way to cause a nuisance or annoyance to the neighbourhood. No building erected on the premises shall be used as a tavern hotel beer house or shop for the sale of intoxicating liquors. No hut caravan shed house on wheels or other chattel adapted or intended for use as dwelling or sleeping apartment nor any booths shows swings or roundabouts shall be erected made placed made or used or be allowed to remain upon the premises.

5. APPROVAL OF PLANS The Purchaser before commencing to build shall deposit the plans and elevations of the proposed buildings with the Company for their approval. The Company undertake that no expense shall be incurred by the Purchaser in obtaining such approval. All roofs shall be of tile unless with the Company's consent in writing. The object of this stipulation is to ensure that building suitable and well planned for health and comfort of occupants shall be erected on the Estate and to ensure some degree of uniformity of elevation.

6. ROADS &c The Purchaser shall pay to the Company their successors and assigns upon demand in writing from time to time such a proportion as the Vendors surveyor for the time being shall assess of the expense of repairing and maintaining the road or roads to which the premises have frontage and of keeping such works in repair until the same shall be handed over to the Local Authority. Such assessment shall be made with due regard to the relative frontages of the plots as compared with the other plots in the same road and such assessment shall be final and binding on all parties.

7. GRAVEL &c The Purchaser shall not excavate for sand chalk gravel clay or any substance or material of any kind whatsoever upon the premises except for the purpose of building thereon and no such excavation shall be made so as in any way to affect the foundations of buildings or walls built or to be built on any adjoining land. No brick pipes drains earth or clay shall be baked or burned upon the premises nor any sale of building material be held thereon.

8. RIGHTS RESERVED The Company reserve to themselves their successors and assigns the free passage and running of water gas and soil to and from all parts of their Estate at Horsell aforesaid with the power to enter construct establish lay and repair drains and watercourses making good all damage incurred thereby and also all right of light air and support in respect of all unsold plots or portions of their Estate. The Company also reserve to themselves their successors and assigns the right to alter modify release or dispense with stipulations and plottings upon all parts of the Company's Estate at Horsell aforesaid and of otherwise dealing with the said Estate as they shall in their uncontrolled discretion think fit.

THE SECOND SCHEDULE before referred to

As to Plots 34 and 34 40 40a and part of Plot 41

28th August 1880 DEED OF COVENANTS made between the Right Honourable William Hillier Earl of Omslow of the one part and ^{Henry} ~~Henry~~ Edwards Paine and Richard Brettell of the other part

1st September 1880 INDENTURE OF CONVEYANCE made between Henry Edwards Paine of the one part and Richard Brettall of the other part

25th April 1901 INDENTURE OF CONVEYANCE made between the Reverend Norman Pares George Lancelot Pares and George Edgar Frere of the one part and The Hersell Land Company Limited of the other part

AS TO PART OF PLOT 41 and Plots 42 and 43

1883 November 9th INDENTURE OF CONVEYANCE made between Edward Roake of the one part and the Reverend John Back of the other part

1901 April 25th. INDENTURE OF CONVEYANCE as above made between The Reverend Norman Pares George Lancelot Pares and George Edgar Frere of the one part and The Hersell Land Company Limited of the other part

THE SEAL of the Hersell Land Co Ltd was affixed in the presence of John Samuel Fletcher Director and the Managing secretary of the Company

Executed by Purchaser and attested

MEMORANDUM endorsed on lastly before abtd Indre. that by an Indenture dated the 30th December 1913 and made between the thrin within named R. Ivens of the one part and Frank Robert Cocks of Ringrove Guildford Road Woking Clerk in Holy Orders of the other part Plots 34 and 35 on the Church Hill Estate part of the thrin within descd premises were convd to ad P.R.Cocks and the thrin within written Indre was ^{copy} to be produced to him

(Similar memorandum relating to purchase of plot 40 by Henry John Poyser endorsed)

25th August 1914

Stamp 21 : 2 : 6

*Original produced by
Messrs Howard & Co. Solicitors
date J.H.*

BY INDENTURE of this date made between ad R. Ivens of 2 Alexandra Terrace Brighton Private Secy (thrnar called the Mtgor) of the one part and THE CAPITAL AND COUNTRIES BANK LIMITED (thrnar called the Bank) of he other part

WITNESSED as follows :-

In consen of the moneys which were then due from the Mtgor to the Bank and of the forbearance of the Bank to require immediate payment thereof the Mtgor thrbly covtd with the Bank that the Mtgor would on demand in writing signed by any officer of the Bank do pay to the Bank all moneys which were then or which might at any time thrar be come due from the Mtgor do to the bank in account current with the Bank or upon any other account or in any other manner whatsoever together with such interest commission and other lawful charges upon and in respect of such moneys and account or accounts respaly as the Bank by its custom charges its customers upon and in respect of overdrawn current accounts such intt commission and charges to continue accruing due on such moneys and accounts after demand, and notwithstanding judgment in the meantime recovered until actual payment For the consen afsd the Mtgor as bene owner did thrbly as to the property firstthrnar descd convey and as to the ppty secondly thrnar mentd demise unto the Bank

FIRST ALL the freehold hereditis and personal estate (other than leasehold hereditis held for a term of years) comprised in the documents or any of them mentioned in the Schedule thirto AND SECONDELY ALL these leasehold hereditis and premisses held for any term of years comprised in these documents or any of them

TO HOLD as to the premisses first thrnbe descd unto and to the use of the Bank and its assigns in fee simple or abely

AND AS to the premisses secondly thrnbe descd unto the Bank for the residue of the term or terms of years for which the same were held ex-

cept the last day of the said term or terms

USUAL mortgage covenants

EXECUTED by Mtgor and attested

THE SCHEDULE above referred to

Deeds and documents relating to five freehold plots 40 40a 41 42 and 43 on the Church Hill Estate situate at Horsell in the County of Surrey

23rd September 1908 Conveyance Horsell Land Company Limited to Richard Ivons.

4th September 1922
Stamps 4/6 ✓
*Original produced by
Messrs. Howard & Co.
Surrey*

BY INDENTURE of this date made between THE CAPITAL AND COUNTRIES BANK LIMITED (thrnar called "the Capital Bank) of the first part LEONARD ARTHUR STANLEY and ERNEST ALFRED PARSLOR being two of the Liquidators of the Capital Bank duly appointed by Special Resolution of the Capital Bank for the voluntary winding up thereof passed and confirmed on the 7th August 1918 and the 23rd August 1918 such two Liquidators being thrby authorised to act severally and who were thrnar called "the Liquidators" of the second part and RICHARD IVENS formerly of 2 Alexandra Terrace Brighton in the Coy of Sussex but then of 8 Palmeira Square Hove in the Coy of Sussex (thrnar called "the Mtgor") of the third part AND SUPPLEMENTAL to the Indra of Mtgor (thrnar called "the Mtgor") specified in the Schedule thrto

WITNESSED that in consen of all monies and liabilities secured by the Mortgage having been paid and satisfied or otherwise seed the Capital Bank as Mtgor and the Liquidators did thrby convey assign surrender and release unto the Mtgor

ALL AND SINGULAR the land property premises comprised in and now subject to redemption under the Mtgor

TO HOLD the same as to freehold and personal property other than property held for a term of years unto and to the use of the Mtgor in fee simple or absolutely and as to property held for a term of years to the intent that the term thrin created by the Mtgor may merge and be extinguished in the reversion immediately expectant thron and as to all the sd ppty and premes freed and discharged from the Mtgor and all monies thrby secured and from all claims and demands in respect thror

THE SCHEDULE above referred to

25th August 1914 Indenture o' this date made between the Mtgor of the one part and the Capital Bank of the other part being a Mortgage of five freehold plots 40 40a 42 and 43 on the Church Hill Estate situate at Horsell, in the Coy of Surrey

The seal of the Company was affixed in the presence of a Bank Official and executed by Liquidators

