

1910

**Abstract of Title**

of

The Trustees of the late  
William Colbrick to Freehold  
land part of the premises  
known as "Graylands" Horsey  
Surrey

Burwell Wilde & Co  
26 Victoria Street  
Westminster S.W.

HERITAGE WALKS ARCHIVE DOCUMENT

# Abstract of the Title

The Trustees of the late  
William Coltrick <sup>late of the late</sup> to Freehold  
land part of the premises known as  
"Graylands" Horsell, Surrey.

As to the Northern part of the land.

1875 September 29<sup>th</sup>

Stamp £ 2: 5/-

Original produced by Messrs  
Russell & Wilder & Co of 38  
Victoria Street, S.W. 2/12/80

By Indenture of this date made between Frederick Saborn late  
of Chobham Park Farm in the County of Surrey but then of Batham in the same  
County Farmer of the one part & Joseph Pearson Fitzgerald of Woking in the County  
of Surrey Gentleman of the other part

Reciting that John Saborn late of Chobham Park Farm in the  
Parish of Chobham in the County of Surrey Farmer deceased being at the  
time of his decease seized of the hereditaments intended to be thereby granted  
for an estate of inheritance in fee simple in possession free from  
incumbrances duly made & executed his last will dated the 25<sup>th</sup>  
November 1845 whereby (inter alia) he gave & devised unto & to the  
use of Jas Saborn of the sd Parish of Chobham Farmer & James  
Ottaway of the same place (Blackmoor) their heirs & assigns the  
hereditaments therein after described & intended to be thereby granted  
by the description of a piece of arable land commonly called or  
"Broomstile Field" in the Parish of Horsell in the County of Surrey  
upon trust to pay the rents issues & profits thereof unto Testator's wife  
Ann Saborn & her assigns during the term of her natural life & from and  
immediately after the decease of his said wife Testator declared and  
directed his Trusts to stand seized of the sd hereditaments & real estate upon  
trust for sale either together or in parcels & either by Public Sale or private  
Contract And Testator declared that his Trusts should have power to  
execute all necessary conveyances & that the receipt in writing of his  
Trusts should be a good & sufficient discharge And Testator directed  
& declared that his Trusts should stand possessed of the money to arise  
from such sale upon the trusts therein declared & set forth Declaration  
as to appointment of new Trustees <sup>by will or otherwise</sup> And Testator appointed the said James Saborn  
& Jas Ottaway together with his wife Ann Saborn Executors & Executrix  
of that his will

And recite that by a Codicil dated the 25<sup>th</sup> October 1854 Testator revoked the appointment of the sd Jas Sabon & Jas Osceany as Executors & substituted William Woodhatch of Woking Surrey Land Surveyor and William Gladgate of Cross Lanes Farm Woking Farmer in their place but confirmed his sd will in all other respects.

And recite death of Testator on 31<sup>st</sup> October 1854 & proof of will & Codicil in the Probate Court of Canterbury by the Executors & Executors on the 1<sup>st</sup> day of June 1855

And recite death of the sd Wm Gladgate on the 2<sup>nd</sup> Nov<sup>r</sup> 1866.

And recite that by an Indenture dated the 8<sup>th</sup> December 1866 made between the sd Wm Woodhatch of the one part & the sd Fredk Sabon of the other part after reciting (inter alia) aforesaid death of sd Wm Gladgate It was witnessed that in exercise of the powers vested in him the sd Wm Woodhatch they agreed the sd Fredk Sabon to be a Trustee in the place of the sd Wm Gladgate for the purposes of the sd will of the sd Testator & conveyed all the freehold estates devised by the sd will into the sd Fredk Sabon and his heirs To the use of the said William Woodhatch and Frederick Sabon and their heirs upon the trusts of the will of the said Testator

And recite the death of the said Ann Sabon the widow of the said Testator on the 13<sup>th</sup> October 1871.

And recite death of the sd Wm Woodhatch in the month of April 1869.

And recite that the sd Frederick Sabon on the 26<sup>th</sup> May 1874 filed his Bill of Complaint in the Court of Chancery against John Herbert Sabon Joseph Sabon and Alice Sabon praying (inter alia) that the trusts of the will of the said Testator so far as the same related to his real estate might be performed and carried into execution under the direction of the Court and that the rights and interests of the persons beneficially interested in the Testator's estate might be declared and determined.

And recite that by a Decree of the said Court dated the 27<sup>th</sup> June 1874 made in the sd Cause it was (amongst other things) ordered that the Testator's Real Estate remaining unsold & not contracted to be sold should be sold with the approbation of the Judge & that the money to arise by sale of such of the Real Estates of the Testator

as were comprised in the devise in trust for Testator's Widow for life should be paid into Court to the credit of the said Cause "Proceeds of Sale of Residuary Real Estate devised in trust for the Testator's Widow for life"

And reciting that in pursuance of the said Order the real estate of the said Testator remaining unsold was on the 26<sup>th</sup> June then last with the approbation of the Judge put up for sale by Public Auction in lots & the hereditaments intended to be thereby sold constituted Lot 2 of the said Sale

And reciting that by Conditions of Sale Purchasers of Lots 1 & 2 should pay deposit of £10 per cent, should also pay for all timber (Amount 1/2 per stick inclusive) & should pay balance purchase money into Court to the credit of the Cause of *Daborn v Daborn 1874 & 76*

And reciting that at the said Sale the *St Joseph Pearson Fitzgerald* was the highest bidder for & declared the Purchaser of Lot 2 for £420 & paid a deposit of £42

And reciting certificate <sup>dated 19<sup>th</sup> July 1875</sup> of Chief Clerk certifying result of said Sale approved & signed by Judge on 19<sup>th</sup> July 1875

And reciting that timber & other trees had been valued at £28/10/-  
And reciting that by an Order of the Court dated September 1875 It was ordered that said Joseph Pearson Fitzgerald should pay balance purchase money & amount of timber valuation into Bank of England to the credit of the said Cause & that all proper parties should join in conveyance to *St J P Fitzgerald*

And reciting payment of said sums of £378 & £38/10/- (making total of £416/10/-) as directed.

And reciting that title deeds referred to in Schedule thereunder written related to other hereditaments & premises besides those comprised in abstracting presents and that such deeds should be retained by said *Frank Daborn* & that he should enter into the covenant thereafter contained in respect thereof

It was witnessed that in pursuance of the said Order & for the purpose of carrying into effect the said sale & in content of the said sums of £378 & £38/10/- paid by said Joseph Pearson Fitzgerald as thereinbefore mentioned & that the said *Frank Daborn* did thereby grant unto the said Joseph Pearson Fitzgerald his heirs & assigns.

All that piece or parcel of land commonly called or

known by the name of "Broomstile Field" or  
"Broomstile" situate near to Kettlewell in the Parish  
of Horsell in the County of Surrey and containing  
5 a. 2 r. 17 p. more or less & numbered 91 on the  
title map for the said Parish of Horsell  
And all the estate right title & interest of the sd  
Fredk Baborn therein & thereto  
And the reversion etc

To have and to hold the same unto & to the use of the  
said Joseph Pearson Fitzgerald his heirs & assigns for ever.

Declaration in bar & answer

Court by said Fredk Baborn against incumbrances

Court by said F Baborn as to safe custody of deeds mentioned in Schedule  
thereto a proton & delivery of copies thereof

The Schedule therein referred to

29<sup>th</sup> July 1851. Deed Poll of this date under the hand & seal of John Baborn

8<sup>th</sup> Dec<sup>r</sup> 1868 The thirtings recited in the Indre of this date

Executed by the sd Fredk Baborn & attested.

1875 Oct<sup>r</sup> 1<sup>st</sup>

Stamp 2 5/-

Produced as above

18/10  
21/12/10

By Indre of Indre of this date made between the said J. P. Fitzgerald  
of the one part & Richard Cooper of 22 Angel Road, Brixton, Surrey,  
gentleman of the other part

Recite that sd Richard Cooper had agreed to lend sd J. P. Fitzgerald  
£200 on having repayment thereof with interest secured to him in manner  
therein expressed

It was witnessed that in consideration of £200 paid to said J. P. Fitzgerald by  
said Richard Cooper (the rest acknowledged) the sd J. P. Fitzgerald thereby  
granted & confirmed unto said Richard Cooper his heirs & assigns

All that piece or parcel of land &c (by the description  
contained in the lastly hereinbefore recited Indre)

To hold the same unto & to the use of the said Richard Cooper  
his heirs & assigns for ever subject to the proviso for redemption  
thereinafter contained

Proviso for redemption

Covenant by sd J. P. Fitzgerald as to payment of interest as therein mentioned  
Covenants by sd J. P. Fitzgerald that he had good right to convey - free from incumbrances  
and for further assurance.

Usual mortgage clauses as to exercising power of sale  
Executed by said J. P. Fitzgerald & attested  
Receipt for £200 endorsed signed & witnessed

1877 May 7<sup>th</sup>

Stamp 1/-

Produced as above

W.P.  
2/12/10

By Indre of Difer of date of this date (endorsed on last abote Indre) made between the said Richard Cooper of the first part the said Joseph Pearson Fitzgerald of the second part & Wm Hy Cardon of 28 Warwick Road Maiden Hill Middlesex Charles Stanning of 70<sup>th</sup> Aldermanbury in the City of London Gentleman John Cardon of Hafod Glandudno North Wales Esq & George Cardon then stationed at Woolwich Lieutenant Colonel in Her then Majesty's 5<sup>th</sup> Fusiliers (thinner called 'the Transferees') of the 3<sup>rd</sup> part

Recite that the therein within mentioned sum of £200 was still owing to the said Richard Cooper but all interest had been paid up to date of abstracting presents

And recite that Transferees had agreed to pay said Richard Cooper the sum of £200 on having Transferees mortgage debt & interest & securities for same in manner therein mentioned

It was witnessed that in conson of £200 paid to said Richard Cooper by Transferees (the receipt acknowledged) the said Richard Cooper assigned to Transferees their exors admors & assigns  
All that the sd total sum of £200 secured by the therein within written Indre & all interest thereon to become due for the same & the full benefit of the powers of sale &c

And all the estate &c.

To hold unto the Transferees their exors admors & assigns absolutely  
And it was also witnessed that for the conson aforesaid the sd Richard Cooper thereby granted unto Transferees their exors admors & assigns

All & singular the messes land hereditaries premises comprised in therein within written Indre.

And all the estate &c.

To hold same unto the Transferees their heirs & assigns subject to such right or equity of redemption then subsisting therein by virtue of therein within written Indre

Cost by sd Richard Cooper that he had not incumbered

Executed by said Richard Cooper & attested  
Recit for £200 endorsed signed & witnessed.

1879  
July 1<sup>st</sup>  
Stamp 1/-  
Produced as above  
W/17  
2/12/10

By Indre of Reconveyance of this date (endorsed) made between the said  
William Henry Carden John Carden George Carden & Charles Stanning (Chirman  
called the sd Mortgage) of the one part and the therein within named Joseph Pearson  
Fitzgerald (Chirman called the sd Mortgage) of the other part

Recite that all ppal & interest monies secured by the within -  
written Indre of Mortgage of 1<sup>st</sup> Oct<sup>r</sup> 1875 & Indre of 1<sup>st</sup> May  
1877 had been fully paid & satisfied as the Mortgage did thereby  
admit & acknowledge

It was witnessed that in conson of the sum of £200 & all interest therein  
to the Mortgage paid by the Mortgage (the rest acknowledged) the Mortgage did  
& each of them did they grant unto the Mortgage & his heirs

All & Singular the freehold lands tenements  
and premises comprised in & granted or otherwise  
assured by the therein within written & endorsed  
Indre

And all the estate etc

To hold the same unto & to the use of the Mortgage  
his heirs & assigns freed & absolutely discharged from  
all ppal & interest secured by & all claims & demands  
on account of the therein within written Indre

Covenant by Mortgagees that they had not incumbered

Executed by the Mortgagees & attested

Receipt for £200 endorsed signed & witnessed:

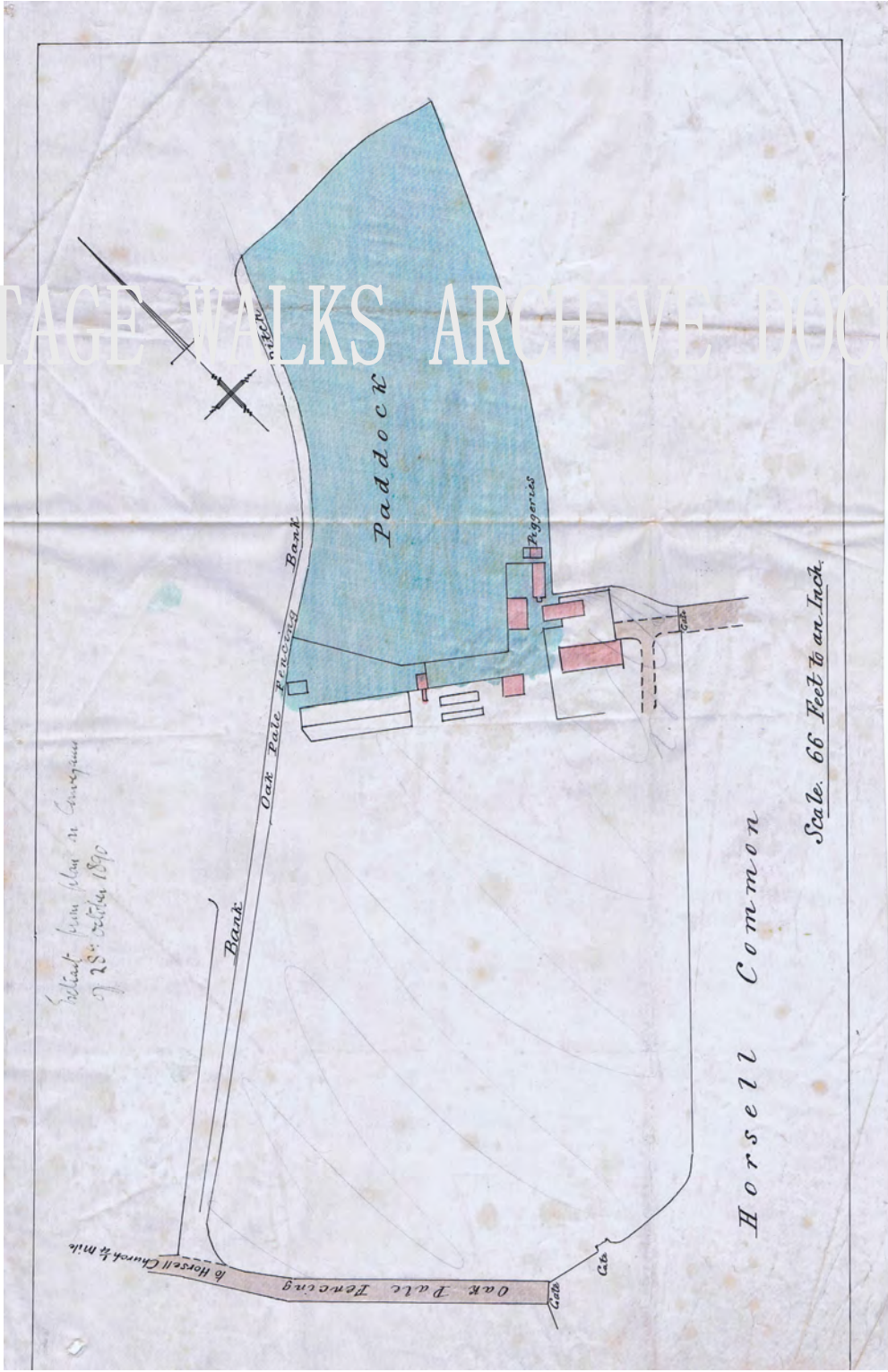
By Indre of Conveyance of this date made between William Harold  
Thorne of 61 Cheapside in the City of London accountant Trustee in  
Bankruptcy of the Estate & effects of the said Joseph Pearson Fitzgerald -  
of the one part & William Lockwood of 6 New Cavendish Street Portland  
Place in the County of Middlesex Gentleman of the other part

Recite that sd J. P. Fitzgerald was lately seized of the heredita  
therein described & intended to be thereby conveyed for an estate  
of inheritance in fee simple in possession free from incumbrances  
And reciting that by an Order of the County Court of Surrey  
London at Guildford & Godalming dated the 10<sup>th</sup> June 1890 the  
said J. P. Fitzgerald was adjudged a Bankrupt & the said W.  
Harold Thorne was duly chosen Trustee of the estate & effects

10<sup>th</sup> June 1890  
19<sup>th</sup> June 1890  
1890 Oct 25  
Stamp £19

Said J. P. Fitzgerald was this day adjudged bankrupt  
Certificate of appointment of W. Harold Thorne Trustee of Estate and effects of said J. P. Fitzgerald (County Court of Surrey Guildford) and  
of the said J. P. Fitzgerald of 10<sup>th</sup> June 1890

# HERITAGE WALKS ARCHIVE DOCUMENT



Redrawn from plan in possession  
of R. S. DeWitt, 1890

Scale. 66 Feet to an Inch.

Horseell Common

Oak Pale Fencing  
to Horseell Church & Mill



of the sd Bankrupt as appears by the Certificate of the Board  
of Trade dated the 19<sup>th</sup> June 1890.

And recitg that the sd heredit were put up for Sale by Public  
Auction by the sd W<sup>m</sup> Harold Home on the 7<sup>th</sup> October 1870 <sup>according to certain printed Particulars</sup>

And recitg that the sd W<sup>m</sup> Roebuck bid at the said Auction the  
sum of £3800 for the sd heredit & was declared the Bidder thereof  
that price & thereupon paid to the Auctioneers the sum of £380 by  
way of deposit

It was witnessd that in consen of £380 paid by way of deposit as aforesaid  
& £2420 paid by the sd W<sup>m</sup> Roebuck to the sd W<sup>m</sup> Harold Home (the  
recit acknowledged) the sd W<sup>m</sup> Harold Home as L<sup>rd</sup> thereby conveyed  
unto the sd W<sup>m</sup> Roebuck

All that piece or parcel of Land formerly  
commonly called or known by the name of Broome  
Field or Broomstile situate near to Fittlewell in  
the Parish of Horsell in the County of Surrey and  
containing 5 a 2 c 17 p more or less & 108 9/10 of the  
Tithes Map for the sd Parish of Horsell together  
with the dwelings & messes erected thereon  
with the stables & out buildings thereunto belongg  
& all w<sup>ch</sup> sd premises are now known as  
"Graylands" & were delineated & shown in the  
map or plan drawn on aboatp present

7 Plan

[The deed does not state if the  
land delineated is that coloured  
green and pink 10/11]

To hold the same unto & to the use of the said William  
Roebuck in fee simple

Memorandum By Instrument of 25<sup>th</sup> July 1890 made between the sd W<sup>m</sup> F. Mellors & W<sup>m</sup> J. G. Rogers (Parties) of the  
one part & the sd W<sup>m</sup> F. Mellors and W<sup>m</sup> J. G. Rogers (Parties) of the other part and Arthur Silvester (Witness) of the sd Part  
the premises and premises of land or tenement was conveyed unto the sd W<sup>m</sup> J. G. Rogers

By Ind<sup>r</sup> of Jd<sup>g</sup> of this date made between the said W<sup>m</sup> Roebuck of the  
one part & Frank Mellors of Fotheringay in the County of Surrey Banker  
Auctioneer of the other part

Recitg consen of sd W<sup>m</sup> Roebuck  
And recitg that sd Frank Mellors had agreed to lend said  
W<sup>m</sup> Roebuck the sum of £2000 upon having repayment with interest  
secured in manner theraft appearing

It was witnessd that in consen of £2000 paid to sd W<sup>m</sup> Roebuck by  
sd Frank Mellors (the recit acknowledged) the sd W<sup>m</sup> Roebuck avanted

1890 Oct<sup>r</sup> 28<sup>th</sup>  
Sep £210/  
Produced as above  
10/11  
2/12/10

to repay same with interest at £4 per cent clear of Income Tax on the 28<sup>th</sup> April then next & in default thereof to pay interest half yearly on the 28<sup>th</sup> October & 28<sup>th</sup> April in every year.

And it was also witnessed that for & in favour of the sd W<sup>m</sup> Roebuck as Beneficial Owner granted unto said Fredk Mellersh his heirs & assigns

All that piece or parcel of land &c (as described in the last abstrd deed) delineated & shown in the plan drawn on last abstracted deed.

To hold same unto & to the use of the sd F. Mellersh his heirs & assigns for ever Subject to redemption or payment on sd 28<sup>th</sup> April then next to sd Fredk Mellersh his exors admors or assigns of said sum of £2000 & interest pursuant to covenant of said W<sup>m</sup> Roebuck then & after

Cost by sd W<sup>m</sup> Roebuck to insure

Provido that sd Fredk Mellersh although a Banker & Auctioneer shd be entitled to be paid usual professional costs for business done in connection with abstrs plans & shoud not be responsible for involuntary losses on exercising power of sale

Executed by the sd W<sup>m</sup> Roebuck & attested.

1892 July 4<sup>th</sup>

By his Will of this date the said Frederick Mellersh appointed his wife Fanny Mellersh his Sons Thomas Brian Mellersh & Wilfred Duke Mellersh & Alfred W<sup>m</sup> Mellersh Executors & Executrix of that his Will.

Executed by the Testator in the presence of and attested by two witnesses.

1893 June 16<sup>th</sup>

The said Frederick Mellersh died

1893 July 26<sup>th</sup>

The Will of the said F. Mellersh was duly proved in the Principal Probate Registry by all the exors therein named

1895 July 11<sup>th</sup>

The said Thomas Brian Mellersh died.

1902 Decr 12<sup>th</sup>

Stg 10/-

Produced as above

2/12/10

2/11

By Indre of Sofar of Midge of this date made between the said Family Mellersh of Holloway Hill House Godalming Surrey Widows & Wilfred Duke Mellersh of 72<sup>a</sup> Queen Victoria Street London Solicitor

and Alfred Wm Mellersh of Godalming Surveyor (Chimie called the Transferees) of the one part and the said Wilfred Duke Mellersh and Alfred Wm Mellersh & The Reverend Henry Jesse Andrews Lucas of Melton Rectory Woodbridge in the County of Suffolk Clerk in Holy Orders (therein called the Transferees) of the other part

Supplemental to the <sup>provisions in the said Indre & Mtge of the 24th Oct 1880</sup> ~~Indre & Mtge of the 24th Oct 1880~~ Recite death of said Fredk Mellersh <sup>(whose personal representatives are the said Duke Mellersh & A. W. Mellersh with his son J. B. Mellersh)</sup> ~~his will & proof thereof~~

And Recite death of said Thos Brian Mellersh

And Recite that a ppal sum of £2000 still remained owing on the security of the sd Indre & Mtge but all interest had been paid to 24th October then last

And Recite that the Transferees had become entitled to the said ppal sum of £2000 & interest upon a joint account and in consequence thereof the Transferees had agreed to make such transfer to them of sd mtge debt interest & securities as was therein expressed

It was witnessed that in conson of the premises the Transferees as the surviving personal representatives of said Fredk Mellersh deceased & as Mtgees thereby assigned unto the Transferees

All that the said principal sum of £2000 secured by the said Indre of Mtge & all interest thereon due & thenceforth to become due thereon & the full benefit of all securities for the same

To hold the same unto the Transferees absolutely

And it was also witnessed that in conson of the premises the Transferees as such personal representatives as aforesaid & as Mtgees thereby conveyed unto the Transferees

All the messes heredito & premises comprised in the said Indre of Mtge

To hold the same unto & to the use of the Transferees their heirs & assigns in fee simple Subject to such right or equity of redemption as was then subsisting in the said premises under or by virtue of the sd Indre of Mtge

Executed by the Transferees and attested

1891  
9<sup>th</sup> December  
Probate Proved as above  
21/12/10  
10/11

By his Will so dated the sd W<sup>m</sup> Roebuck then of Graylands Horseale near Woking in the Coy of Surrey Gentleman revoked all former Wills & declared that to be his last Will. He appointed his dear wife Eliza & his friends Francis Henry Elsworth of N<sup>o</sup> 1 Arthur Street East, London Chartered Accountant and Arthur Ernest Baldwin of Milford Haven Civil Engineer (attornies called his Executors & Trustees) & after a specific bequest he devised & appointed all his real & personal estate not thereby otherwise disposed of into his Executors Trust that his Trustees should sell call in & convert into money the same or such part thereof as should not consist of money & out of the monies produced by such conversion should pay his funeral & testamentary expenses debts & legacies & should invest the residue & stand possessed thereof (attornies called the residuary trust funds) in trust to pay his old servant Elizabeth Brown £1 per month for life & to pay the residue of the income to his wife for life & after her death He directed that one equal moiety or half part of the residuary trust funds should be held by his heirs for his Grandchild Ethel Mary Roebuck Walker for life & after her death for her lawful issue & if she died without them to W<sup>m</sup> Howard Roebuck Walker absolutely. And he directed the remaining equal moiety of the residuary trust funds should go absolutely to his Grandchild John Howard Roebuck Walker with divers provisions in case of ~~his death~~ <sup>of W. H. Walker and S. M. Walker should receive residue wife</sup>. And he declared that his Trustees might postpone the sale & conversion of any part of his real & personal estate for so long as they should think fit & directed that the income should be paid as if properly converted & after a direction as to investment. He also declared that the power of appointing new Trustees conferred by Statute should for the purposes of that his Will be vested in his sd wife during her widowhood. And that Trustees might pay a Solicitor for transacting business.

Only executed by the said Testator & attested

16<sup>th</sup> September 1892 ✓ Testator died

4<sup>th</sup> November 1892 ✓ Testator's Will proved in Prob Regy by all 3 executors

21<sup>st</sup> August 1900

19<sup>th</sup> January 1901

26<sup>th</sup> May 1902

3<sup>rd</sup> January 1908

The said Francis Henry Elsworth died

The said A. E. Baldwin died

The said Eliza Roebuck died

1908  
24<sup>th</sup> September  
Stamp 2/-  
Produced as above  
2/12/10  
W.H.

By Indre is dated & made between the sd W<sup>m</sup> Howard Roebuck writer  
(formerly called the Personal Representative) of the one part and the sd Ethel Mary  
Roebuck writer (hereinafter called the new trustee) of the other part  
After reciting the sd Will of the said W<sup>m</sup> Roebuck his death and  
probate of his Will.  
And reciting that the sd exec<sup>rs</sup> sold & converted part of the real &  
personal estate of the sd Testator to pay his funeral & testamentary  
expenses & debts & the sd residuary trust funds then consisted in  
alia of the real estate set forth in the 1<sup>st</sup> Schedule thereto  
And reciting the death of the sd F. H. Elsworth <sup>on 25<sup>th</sup> August 1900</sup> & A. E. Baldum <sup>on 26<sup>th</sup> May 1902</sup>  
And reciting the death of the sd E. Roebuck & her Will  
And reciting that the personal representative of the said <sup>new trustee</sup> <sup>Edith</sup> <sup>Roebuck</sup> <sup>deceased</sup>  
attained the age of 25 years & grant of Letters of Administration to the  
Personal Representative  
And reciting the request of the new trustee to the Personal Representative to  
appoint her trustee

It was witnessed that in exercise of the power for that purpose conferred by the  
Statute in that behalf & of every or any other power enabling him the personal  
representative in that behalf the personal representative did thereby appoint  
the new trustee to be a trustee in the place of the said Edith Roebuck deceased  
for the purposes of the said Will of the sd W<sup>m</sup> Roebuck deceased or each of the  
said purposes as might be subsisting & capable of taking effect

And the personal representative thereby declared that all and singular  
the hereditaments and property specified in the Schedules thereto  
and all other (if any) hereditaments and property whether real or  
personal including things in action and the right to receive and recover  
the same which were then subject to the trusts of the said Will of the  
said William Roebuck and were capable of being vested by that declaration  
should vest in the new trustee for all the estate and interest then subject  
to the trusts of said Will upon the trusts and subject to the powers and  
provisions applicable thereto respectively by virtue of the said Will or  
otherwise

The 1<sup>st</sup> Schedule theretofore referred to

1. All that piece or parcel of land formerly called or known by the  
name of Broomstile field or Broomstile situate near to Kettlewell  
in the Parish of Horsted in the County of Surrey & containing 5 a 2 r 1 p.

more or less & not 91 on the Tithe Map for the said Parish of Hursell  
together with the dwelling house & messuage erected thereon with the stables  
and out buildings thereunto belonging And all which premises  
were then known as Graylands (in most parts to the said Alfred Duke  
Mellersch Alfred William Mellersch and the Reverend Jesse Andrews Lines  
to secure £2000 and interest

Executed by both parties & attested

28<sup>th</sup> October 1908

Stamp #1

Produced as a copy

W.H. 2/12/10

By Indenture so dated & made between the said Ethel Mary Roebuck Walker  
(hereinafter called the Trustee) of the one part and the said William Howard  
Roebuck Walker (hereinafter called the New Trustee) of the other part

After reciting the said Will of the said William Roebuck his  
death & Probate of his Will

And reciting the part conversion of his estate &c as in last Indenture  
the death of F. St. Elsworth A. E. Baldwin & Eliza Roebuck her Will &  
grant of Letters of Administration

And reciting the said last abstracted Indenture

And reciting desire of Trustee to appoint New Trustee trustee of Will  
of W<sup>m</sup> Roebuck

It was witnessed that in exercise of the power for that purpose conferred  
by the statute in that behalf and of every or any or power enabling her the  
Trustee in that behalf she the Trustee did thereby appoint the new Trustee to be a new  
Trustee in the place of the sd F<sup>r</sup> St. Elsworth & Arthur Ernest Baldwin dead for  
the parts of the sd Will of the sd W<sup>m</sup> Roebuck dead or such of the same parts  
as might be subsisting & capable of taking effect

And the Trustee thereby declared that all & singular the Hereditaments & property  
specified in the Schedules thereto And all other (if any) the Hereditaments & property other  
real or personal (including things in action) & the right to receive & recover the  
same which were then subject to the trusts of the said Will of the sd W<sup>m</sup>  
Roebuck & were capable of being vested by that declaration should vest with  
Trustee & the new Trustee for all the estate & interests then subject to the trusts of  
the said Will upon the trusts & subject to the powers & provisions applicable thereto  
respectively by virtue of the said Will or otherwise

The 1<sup>st</sup> Schedule theretofore referred to.

1. The land & messuages mentioned in the last Indenture

Duly executed by both parties & attested.

1910  
17<sup>th</sup> August  
Stamp 10/-  
Produced as above  
W.H.  
2/12/10

By Indre so dated & made between the said Wife of Duke Mellersh  
affred William Mellersh & Henry Jesse Andrews Lucas (thruing called the  
mortgages) of the one part & the said Ethel Mary (Roebuck Walker) <sup>the late Mrs. Henry Andrews Lucas</sup>  
Roebuck Walker (the remainder called the Owners) of the other part

After reciting the sd Indre of the 28<sup>th</sup> October 1890 the will death  
& Probate of the sd Wm Roebuck the death will & Probate of Mack  
Mellersh the death of Thomas Brian Mellersh the said Indenture of  
the 15<sup>th</sup> December 1902 the death of the said Francis Henry Eberward &  
Arthur Ernest Baldwin the death of the said Eliza Roebuck & her will  
the grant of Administration of her estate to the said W. H. R. Walker  
the said Indres of the 24<sup>th</sup> September & 28<sup>th</sup> October 1908

And reciting that by an Indre dated 25<sup>th</sup> July 1910 & made  
between the mortgagees of the 1<sup>st</sup> part the Owners of the 2<sup>nd</sup> part and  
Arthur Gillipie Churchill of the 3<sup>rd</sup> part the mesage & hereditis  
known as Graylands & 4 acres of Land or thereabouts at Harwell  
aforesaid were conveyed to the sd A. G. Churchill for £2450 out of which  
the part sum of £2000 owing on the sd Indre of mortgage & transfer & all  
interest thereon was fully paid

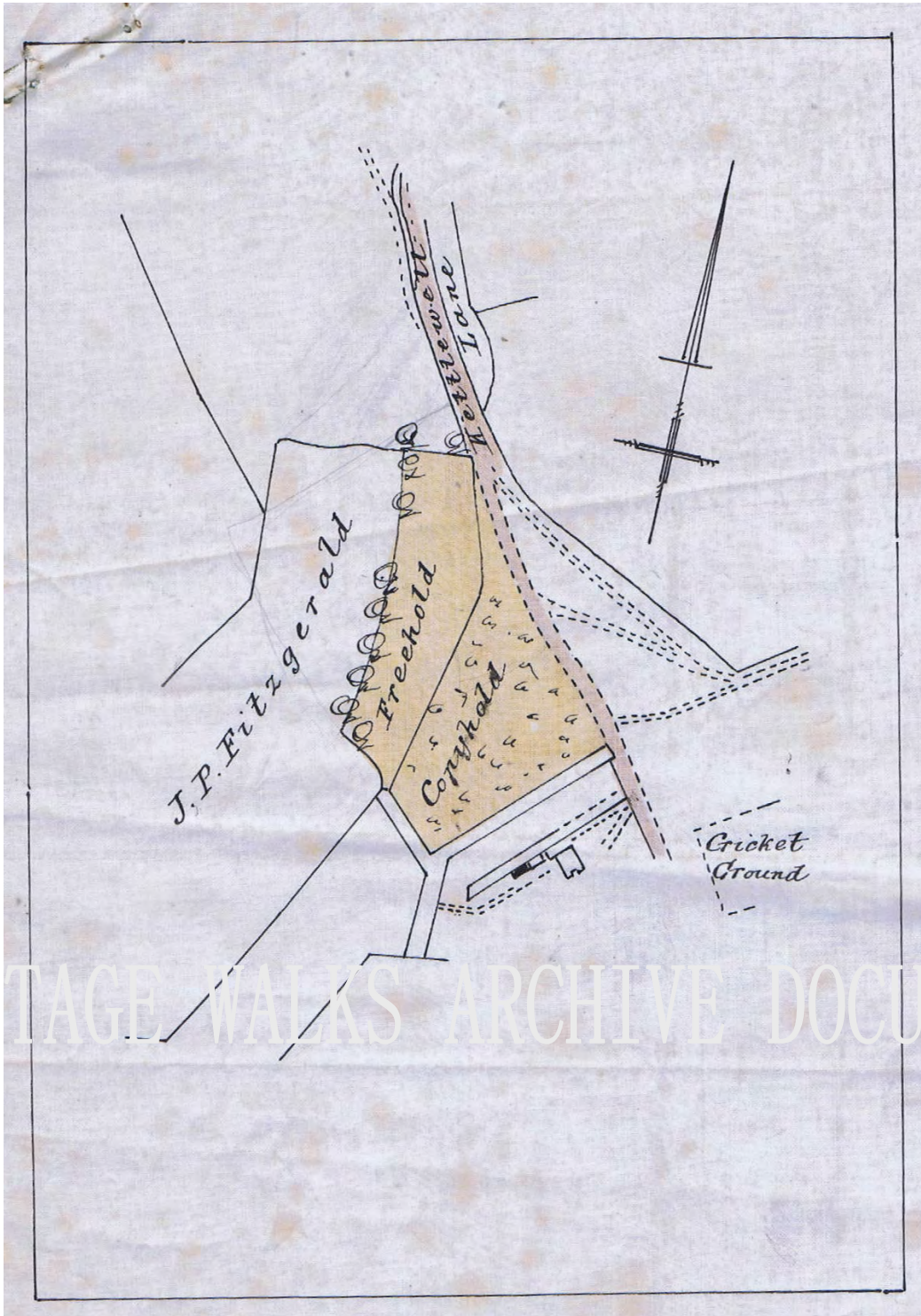
And reciting that in pursuance of the sd agreement & in consonance of all previous mortgages  
& interest secured by the sd mortgage recited Indres of mortgage & transfer of the 25<sup>th</sup> Oct<sup>r</sup> 1890  
& the 15<sup>th</sup> Dec<sup>r</sup> 1902 having been fully paid & satisfied in manner aforesaid the mortgagees  
did thereby grant & release unto the Owners

All & singular the hereditis & premises comprised in or secured by  
the sd mortgage recited Indre of the 15<sup>th</sup> Dec<sup>r</sup> 1902 save & except such parts  
that as had been sold & conveyed to the sd A. G. Churchill as therein  
mentioned & (by way of Conveyance & not of exception) all other & any the  
hereditis with them were by any means vested in the mortgagees or any of  
them subject to redemption under or by virtue of the sd Indres of the 25<sup>th</sup>  
Oct<sup>r</sup> 1890 & 15<sup>th</sup> Dec<sup>r</sup> 1902 or either of them

To hold the same unto the Owners & their heirs freely & discharged from the sd sum of £2000  
& thence then & all moneys then or at any time owing on the security of & from all charges  
& demands under the sd Indre of the 25<sup>th</sup> Oct<sup>r</sup> 1890 & the transfer of the 15<sup>th</sup> Dec<sup>r</sup> 1902 or  
otherwise in relation to the premises.

And the same upon the trusts & subject to the powers & provisions by the said mortgage recited will of the sd Wm  
Roebuck declared or expressed or assigned the sd premises or such of the same as might be subsisting or  
capable of taking effect

Done & executed by the mortgagees & attested



HERITAGE WALKS ARCHIVE DOCUMENT



1<sup>st</sup> August 1876  
City of London

Remains copy admission of the date of Edward Peake of addition Charles James of (with alias)  
all the premises enquired in the schedule 2<sup>nd</sup> of 18<sup>th</sup> December 1883

J<sup>r</sup> W<sup>r</sup> 1883

By Indenture of Conveyance of the date made between Edward Peake of Hereford in the County of Hereford  
Esquire of the one part & John Peake of Hereford aforesaid Clerk in Holy Orders being Hereford of the  
other part

It is witnessed that in pursuance of the sum of £1,300 as hereinafter money to the said E. Peake  
paid by said J. Peake or in before the eyes of able persons (the receipt &c) The sd E. Peake as  
Beneficial Owner hereby conveyed unto sd J. Peake

All that messuage or dwelling house tenements & premises  
situate in the Parish of Hereford in the County of Hereford  
in the whole 15 acres 2 roods 2 the parts less or thereabout &c  
described in the 1<sup>st</sup> part of the 1<sup>st</sup> Schedule thereof and  
demanded in this plan or able persons colored yellow and  
marked C. 1000

To hold unto & to the use of J. Peake for ever

And it was witnessed that for the reasons aforesaid The sd E. Peake as Beneficial Owner  
hereby cert<sup>d</sup> unto sd J. Peake

That the sd E. Peake would justly be at the cost of sd J. Peake surrender a  
licence to be surrendered unto the Lords of the Manor of Hereford in  
the County of Hereford according to the custom of the sd Manor

All that piece or parcel of land situate at Bromfield between  
Stowell aforesaid & bounded on the North east by the road  
leading from Hereford Station to Churchdown on the North  
west by enclosed land of the sd Edward Peake on the  
South east by a road leading across the sd enclosure  
and on the South west by waste land of the sd Manor  
to which sd piece of land the sd E. Peake was with other  
persons admitted on the 1<sup>st</sup> day of August 1874 & which  
sd piece of land so described in the 2<sup>nd</sup> part of the sd  
1<sup>st</sup> Schedule

To the use of sd J. Peake in satisfaction for example of the use of the  
Lord of the Manor according to the custom of the Manor by a messuage  
the parts unto & to the use of the said J. Peake

And said E. Peake hereby acknowledged the right of sd J. Peake to possession  
of the documents mentioned in the 2<sup>nd</sup> Schedule thereof & to delivery of Copies  
thereof & hereby undertook for sd J. Peake

The 1<sup>st</sup> Schedule therein referred to

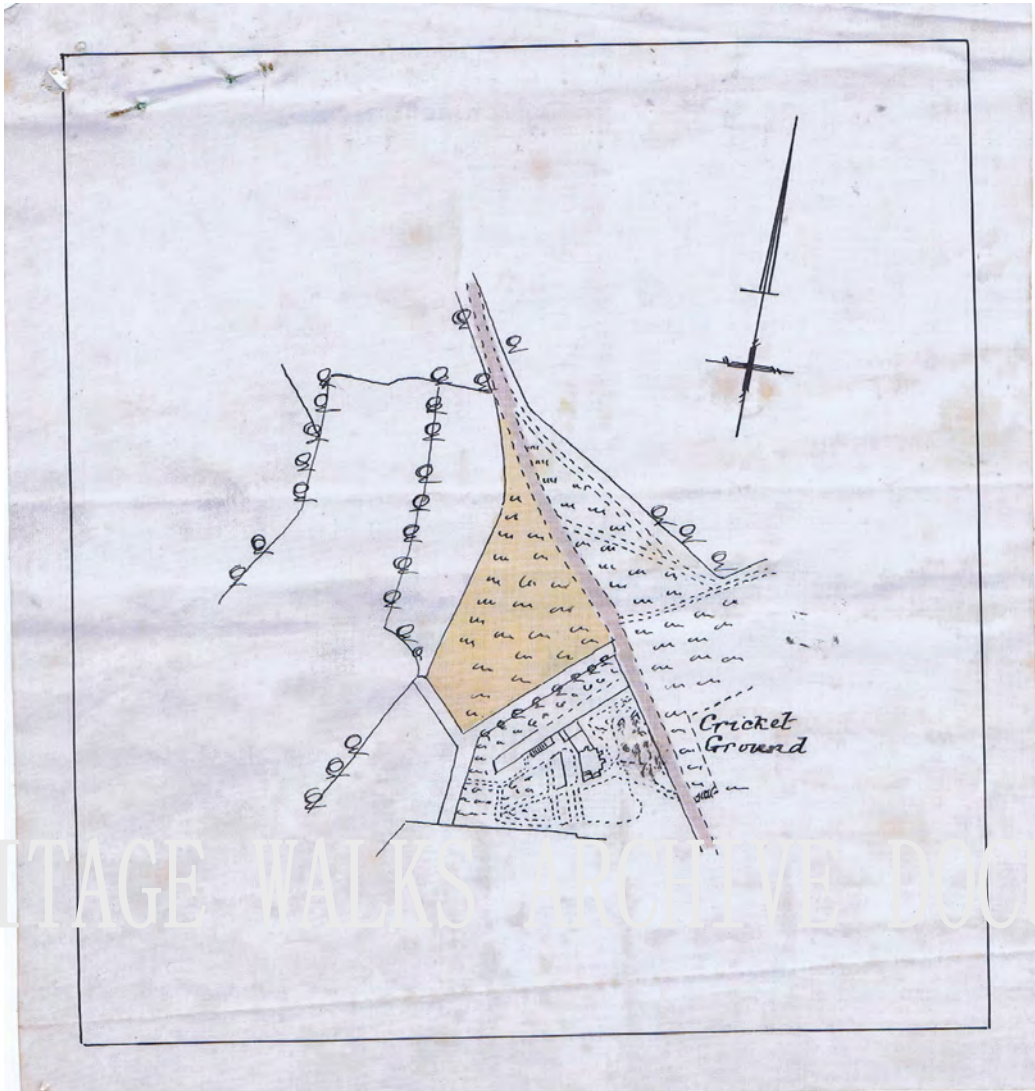
Description	Quantities		
	a.	r.	fr.
<u>The 1<sup>st</sup> Part</u>			
<u>Articles.</u>			
Various small Articles	1.	2.	6
House & Garden (Orchard & wood)		1	28
one part of old	}		
From Newcastle & York		1.	22
Particulars Part of Article	3.	.	5
The Four Arms Article	3.	2.	12
House Part also	11	3	.
Other part also	1	.	4
Hopland's Field & 1/2 Plantation	3.	3	16
	18.	2.	16

The 2<sup>nd</sup> Part

Plan of ancient Cypriot lands to which Edward Reuter was with other property admitted 1<sup>st</sup> Aug<sup>r</sup> 1841 & which yielded one 1/20th share on abdicating presents & matters 'Cypriot'

The 2<sup>nd</sup> Schedule therein referred to

- 3<sup>rd</sup> February 1841 Indenture made between Sir Reuter & Rich<sup>d</sup> Reuter of the 1<sup>st</sup> part & Sir Rich<sup>d</sup> Reuter of the 2<sup>nd</sup> part My Reuter of the 3<sup>rd</sup> part the 4<sup>th</sup> Edward Reuter of the 4<sup>th</sup> part and Philip W<sup>m</sup> South of the 5<sup>th</sup> part being a Deed of Partitions
  - 11<sup>th</sup> April 1851 Indenture of Mortgage made between the 1<sup>st</sup> part & Geo Telford of the other part.
  - 5<sup>th</sup> Nov<sup>r</sup> 1858 Indenture (entered on last mentioned Indent<sup>r</sup>) made between the 1<sup>st</sup> part & George Telford of the one part & the 1<sup>st</sup> part & the 2<sup>nd</sup> part of the other part
- Executed by Sir Reuter & others.



HERITAGE WALKS ARCHIVE DOCUMENT

29<sup>th</sup> June 1883  
Stamp 1/6

By Act of the date under hand and seal of The Rt Hon William Earl of Onslow & the said Earl of Onslow did  
duly appoint Arthur Humphreys Esq of Middle Temple near Guildford gentleman to be his attorney for him  
in his name and on his behalf to execute and to be empowered to sign seal and deliver deeds of  
Enfranchisement

Act of the date of Onslow  
and attached

# Abstract

## Enfranchisement Deed

relating to part of Lot 2 Graylands.

18<sup>th</sup> December 1883.

Stamp 1/6  
Produced as above  
21/12/10  
X

By Indenture so dated and made between The Rt Honorable  
William Hillier Earl of Onslow of the one part & the said Edward  
Roake of the other part

After reciting that the said Earl of Onslow was absolutely  
seized of the manor of Pyrford Surrey for an estate of  
inheritance in fee simple in possession free from incumbrances  
And reciting that at a special Court Baron held for the  
said manor on the 1<sup>st</sup> of August 1874 the said Edward Roake  
was admitted tenant of (amongst other hereditaments) the land  
therein described To hold to the sd Edward Roake & his  
heirs & assigns for ever by copy of Court Roll at the will of  
the Lord according to the custom of the said manor by the  
yearly rent of 2/- Heriot certain on death 2/- Suit of Court and  
other services & customs therefor formerly due & of right  
accustomed

And reciting agree to enfranchisement  
It was written that in consideration of £15 to sd Earl of Onslow (paid  
by said Edward Roake (the receipt of) He the sd Wm Hillier Earl of  
Onslow as beneficial owner did they first convey release & enfran-  
chise unto the said Edward Roake his heirs & assigns

All that piece or parcel of land formerly  
part of the waste of the sd manor containing  
about three quarters of an acre little more or  
less situate & bounded as mentioned in the  
last absta Indre as the same was shown by  
the color yellow in the plan drawn thereon  
Together with all ways &c

And manorial & seigniorial rights &c.  
To hold the same unto & to the use of the sd Edward  
Roake his heirs & assigns for ever freed & absolutely  
discharged from the copyhold & customary tenure thereof

and from all manorial & seigniorial rights & suits  
services & customs whatsoever And from all rents  
heriots fines & all incidents whatsoever of such copyhold  
or customary tenure as freehold & inheritance

And it was further witnessed that for the reason aforesaid the sd  
Edw Hillier Earl of Orslow as Beneficial Owner Did thereby grant &  
convey unto the sd Edward Roake his heirs & assigns

All such Commonage or right ~~simple or title~~

~~to commonage therein mentioned in as beneficial~~

~~manner as the said Edward Roake or his~~

~~heirs or assigns could lawfully exercise or enjoy~~

~~in the said manor~~

To hold the same unto the said Edward Roake his  
heirs & assigns <sup>to the use of the said E. Roake</sup>

Executed by the said Earl of Orslow by Arthur  
H. Bowles his duly appointed Attorney & attested

in open or over all or many of the well known and commonable lands  
of or belonging to the said manor as he the said Ed. Roake or any  
heirs or assigns through whom he claims immediately before the  
date of aforesaid presents or at any time theretofore had possessed or  
enjoyed or was or were entitled to in respect of or as appertaining  
or belonging to the said piece or parcel of land heretofore and  
premises thereinbefore described and thereby granted conveyed released  
and enfranchised or intended so to be and the freehold and  
inheritance of all such commonable rights as aforesaid in  
as full ample and beneficial a manner to all intents and  
purposes as he the said E. Roake or his customary heirs could  
or might have used and exercised the same if aforesaid presents  
had not been executed

same date  
Produced as above  
W.H.  
2/12/10

Acknowledgment of this date by the s<sup>r</sup> A. H. Bowles of the right of the s<sup>r</sup> E. Roake  
to production of the before abstracted power of attorney his short abstract of which power  
of attorney is now annexed and undertaking for safe custody  
Signed by s<sup>r</sup> A. H. Bowles

11<sup>th</sup> January 1884  
Stamp 10/-  
Produced as above  
11/12/10  
X

My Indenture of Conveyance of this date made between said  
Edward Peacock of the one part & Mr John Peacock of the  
other part  
Reciting that said Edward Peacock agreed with said John  
Peacock for the absolute sale to him (with other property)  
of the piece or parcel of land hereinafter described & intended  
to be thereby conveyed.  
And Reciting that at the time of said Agreement the said  
piece or parcel of land was subject to the Statute of Pye passed  
in the County of Surrey & it was agreed that the piece or  
parcel of land was subject to the Statute of Pye in the  
County of Surrey & it was agreed that the piece or parcel of land  
should be conveyed in the name of said E. Peacock & that  
when so conveyed said E. Peacock should convey the fee simple  
of the said piece or parcel of land to said J. Peacock.  
And reciting that by an Act of the Queen dated 16<sup>th</sup> Decr 1853 between  
said Right Honourable William Villiers Earl of Ouseley of the one part  
& said E. Peacock of the other part the said piece or parcel of land &  
all Mannors & Incorporeal Rights of every description in respect of  
said Mannors & appurtenances to the said piece or parcel of land were  
granted conveyed sold & confirmed by said Wm Villiers  
Earl of Ouseley unto the said E. Peacock his heirs &  
assigns for ever, free & absolutely discharged from the Statute  
or Statutes bearing title of Statute of Pye & from all Mannors & Incorporeal  
Rights & Incorporeal Rights whatsoever of every nature & kind  
free & absolutely discharged of such Statute or Statutes bearing  
title of Statute of Pye & from the said Statute of Wm Villiers  
Earl of Ouseley conveyed unto & to the use of said E. Peacock his  
heirs & assigns All such encumbrances or right or title to common  
in them or over all or any of the waste commons or commonable lands of  
or belonging to the said Mannors as the said E. Peacock or any person or  
persons through whom the same are or shall be conveyed or the Statute  
of the Statute now in force or at any time hereafter made passed  
or to be made or now or hereafter to be made or at any time hereafter  
belonging to the said piece or parcel of land.  
It is witnessed that in pursuance of said Agreement & in witness of

The persons etc. E. Peake as Principal, Council hereby conveyed unto  
to J. Peake

All that piece or parcel of land formerly part of the  
waste of the Manor containing about three quarters of  
an acre situate more or less situate at Kewm Hill  
Commons Herts. in the Reg. of Ebury & bounded on  
the North east by the road leading from Morning Station  
to Hitcham on the north west by enclosed lands of the sd.  
Edward Peake on the South east by a road leading  
across the sd. common & on the South west by waste  
lands of the sd. Manor as the same piece or parcel  
of land was shown by the sd. Yellow on the plan shown  
on the sd. recited Order. And all the said Manor, with appur-  
tances of every description granted or conveyed by the sd. recited Order  
shall be taken unto the use of the sd. J. Peake in fee simple  
Executed by said E. Peake & attested.

24<sup>th</sup> Nov 1874

By Will of this date of the sd. Rev. John Peake After giving power & authority to his  
as to all the real residue & remainder of his property both real & personal the  
testator gave & devised the same unto his son the Rev. J. Peake for his own  
absolute use & benefit And he appointed the sd. J. Peake Tutor & Executor of that  
his Will.

Signed by the sd. J. Peake as aforesaid

The testator made 2 Copies of this instrument, dated but which  
did not, write or alter the aforesaid devise  
Testator died

11<sup>th</sup> Oct 1876  
24<sup>th</sup> Oct 1878  
30<sup>th</sup> July 1891

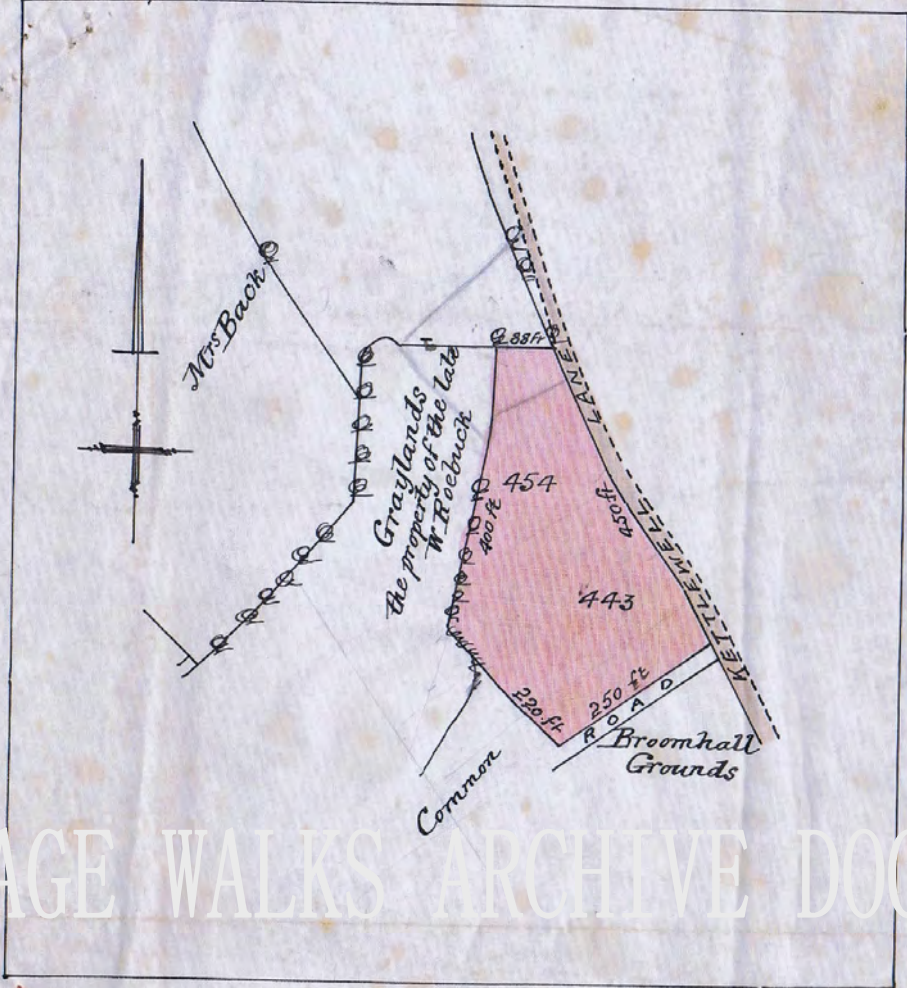
24<sup>th</sup> Oct 1871

Will and Codicils proved by the Rev. Henry Peake the sole Executor and the  
Principal Party of the Court of Probate

15<sup>th</sup> March 1884

The sd. Rev. Henry Peake by his Will of this date appointed the Rev. Eliza Peake  
Executrix of his Will And he devised & bequeathed all his real & personal estate unto  
the sd. Eliza Peake Upon trust out of his personal estate to pay all his debts of record  
& testamentary expenses. He declared that his sd. wife should have the full use  
benefit & enjoyment of all the residue of his real & personal estate and effects during  
her life & with full power to dispose about property whether real or personal should

From Conveyance 5 Sep 1896.



HERITAGE WALKS ARCHIVE DOCUMENT



# HERITAGE WALKS ARCHIVE DOCUMENT

to take & what not' inserted & upon what conditions any capital money should be raised & generally as to the management of the several personal property and all questions arising during the lifetime in the carrying out of the trusts of the Will, and in reference to the property for the time being subject thereto (and after the death of the said Wife he gave the necessary real & personal estate & effects to such persons or persons next for such purposes & generally in such manner as the said Wife should by any deed or deeds written or otherwise in force of power & any appointment or by the Will or any Codicil thereto appoint)

Witnesse my hand & seal this 21<sup>st</sup> day of October 1891

21<sup>st</sup> Oct 1891

21<sup>st</sup> Dec 1891

✓ 21<sup>st</sup> September 1896  
Stamp £10.0  
Produced as above  
21/12/10

Witnesse my hand & seal this 21<sup>st</sup> day of October 1891

Witnesse my hand & seal this 21<sup>st</sup> day of October 1891

Witnessed the death & Will of the said Henry Beale & Beatrix Beale  
and recited agreement for sale

It is witnessed that in witness of £1000 as purchase money to the Vendor paid by the Purchaser (the receipt of which the Vendor as Purchaser Vendor & witnesses of the period of agreement received & entered in the Receipts, printed Note of the said Henry Beale & of all other persons of any, making the said Beale's behalf, hereby conveyed & conveyed after into the Purchaser

(All these) Copies of parts of laws & deeds at Richmond, Kent, and the City of Surrey & bounded on the North side by Hill Street & New London from the Street to the Street then containing together 2 1/2 3/4 or thereabouts more or less in the County of Surrey & the Parish of St. Andrew, 1883 and 1884 respectively & also to the pieces of parcels of land with their divisions boundaries & abutments as were purchased by the said Henry Beale & Beatrix Beale in the plan drawn and the survey of the said Henry Beale & Beatrix Beale

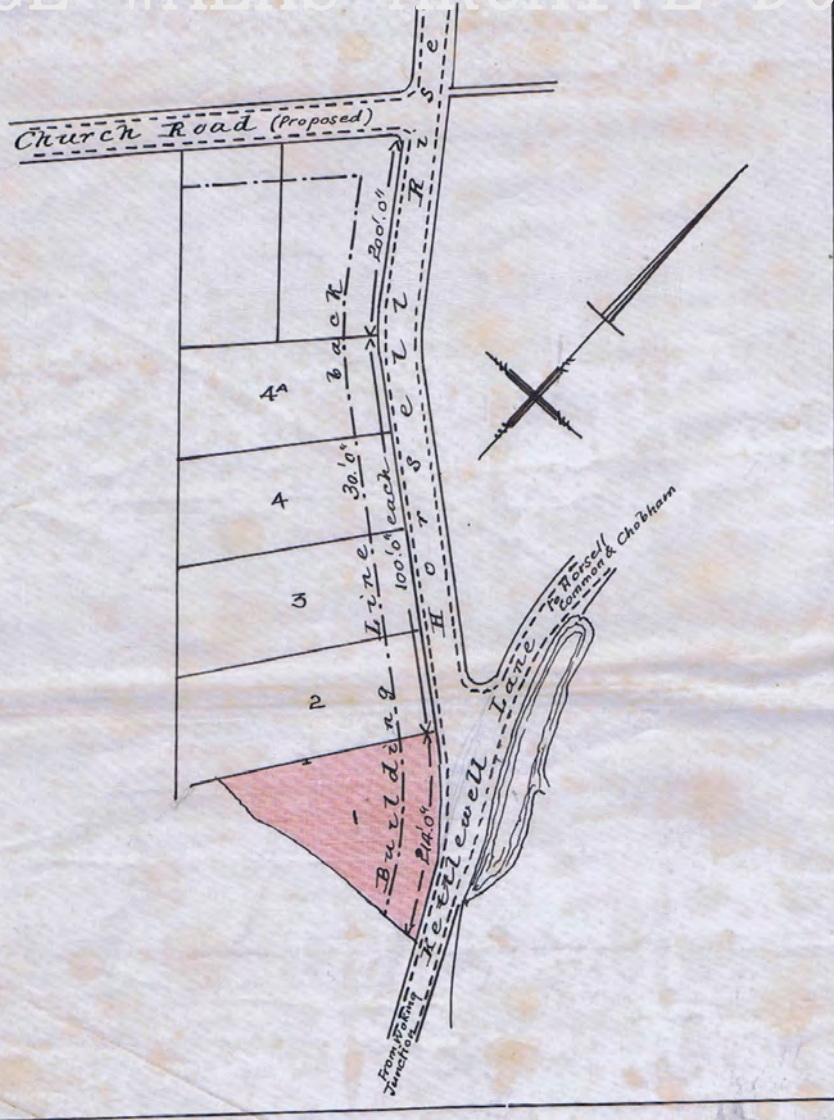
and also all such conveyances or right or title to Common in open or are all the said 2 1/2 3/4 or thereabouts & to the use of the said Henry Beale & Beatrix Beale (the said Henry Beale & Beatrix Beale) dated 18 Dec 1883 and between the said Henry Beale & Beatrix Beale & the said Henry Beale & Beatrix Beale has been since executed & also subject to all rights of way & water & to all easements quiet title & enjoyment & other incidents of tenure of any appertaining to the same. Witness my hand & seal this 21<sup>st</sup> day of October 1891

Witnessed, me by the said Henry Beale & Beatrix Beale, the said Henry Beale & Beatrix Beale, the said Henry Beale & Beatrix Beale

\* is any of the waste lands and commonable lands of or belonging to the Manor of Ripford Surrey and all such other waste lands and other rights of every description as were granted or conveyed by any charter or other instrument dated 18 Dec 1883 and made between the Rt Hon William Allen Esq of Doctor of the one part and the said Henry Beale & Beatrix Beale of the other part

From Conveyance 21 Aug 1902

# HERITAGE WALKS ARCHIVE DOCUMENT



9<sup>th</sup> November 1853 and undulating for safe custody

Executed by the sd Edga Peck & attested

As to further part of report  
As to the said sale of land of Peck

21<sup>st</sup> August 1802  
Stamp 18/1  
Produced as above  
W.H. 21/2/10

By Indenture in date & made between the Honble James G. Pitt a then registered Officer and  
as to Adam Hunt Stewart on the one part of Robert (Whitman called 'the Company') of the  
one part & the sd Edga Peck with (Whitman called 'the Purchaser') of the other part.

Apprenticeship of the sd & agreement for sale in L 210  
It was understood that an amount of the sum of £200 to be paid by the Purchaser  
(the receipt of) the sd as Principal Officers thereby conveyed unto the Purchaser

All that field of land situate at Stowell in the County of Kent  
& forming a part thereof called 'Hallowell Lane' as the same was  
more particularly delineated & described in the Plan of the said  
field & numbered 1.

With the said sum of £200 in use of the said James G. Pitt as a simple receipt over-  
taken to the said Robert (Whitman called 'the Company') as the said Robert (Whitman called 'the Company')

Contract by the said Robert (Whitman called 'the Company') as they appeared to the said Robert (Whitman called 'the Company')

Undulating by the said James G. Pitt as the said Robert (Whitman called 'the Company')

As to the said Robert (Whitman called 'the Company')

Condition & stipulations full copy of which has already been sighted & filed in the  
the said Robert (Whitman called 'the Company')

1<sup>st</sup> April 1779

Conveyance Joseph Peck the younger & Joseph Peck the elder of the one part & the Honble  
of the other part

5<sup>th</sup> April 1779

Release Joseph Peck the younger & Mary his wife & Joseph Peck the elder of the one part  
& the Honble of the other part.

27<sup>th</sup> Sept 1852

Conveyance Jas Rogers one part & Edga Peck the other part.

28<sup>th</sup> March 1840

Mortg. Ed. Peck one part & Abraham Peck the other part

18<sup>th</sup> Dec 1849

Mortg. Ed. Peck & the said Peck the other part & John Peck the other part.

14<sup>th</sup> Nov 1853  
29<sup>th</sup> Nov 1853  
26<sup>th</sup> Oct 1861

Conveyance the said Peck the other part & John Peck the other part  
Conveyance the said Peck the other part & John Peck the other part  
Conveyance the said Peck the other part & John Peck the other part

Executed by both parties & attested

As to the said Robert (Whitman called 'the Company')

31<sup>st</sup> Jan 1893

By the Honble of the one part & the Honble of the other part



## Conditions and Stipulations

1. Fences - The Purchaser <sup>shall be required by the Vendor</sup> shall forthwith erect and for ever after maintain to the satisfaction of the Company good sufficient substantial fences not exceeding six feet in height next to the Road and on the sides of plots marked I on the plan thereto within the boundary line.
2. Building Line - No building <sup>shall</sup> should be erected between the building lines and the frontages to the various roads as shown on the plan thereto there should be nothing erected within such spaces but boundary fences or divisional fences or fence walls.
3. Value of Building - No more than one house <sup>shall</sup> should be erected on each plot <sup>as shown on the plan thereto</sup> and no house should be of less value than £1000-0-0 <sup>exclusive of the value of the building as shown on the plan 1874</sup> exclusive of the stabling and other outbuildings. The value of such house is the first net 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 & Prohibited - No house erected on the premises <sup>shall</sup> should be erected or used for any other purpose than as a private dwelling house and no trade manufacture or business should be carried on upon the house or on any building thereon nor should any operative machinery be fixed or placed upon the premises <sup>nor should</sup> should be used in any way to cause a nuisance or annoyance to the neighbourhood. No building erected on the premises should be used as a tavern hotel, beer house or shop for the sale of intoxicating liquors. No hut caravan or other house or vehicle or other chattel adapted or intended for use as a dwelling or sleeping apartment nor any booths shows swings or roundabouts should be erected made placed or used or be allowed to remain upon the premises.
5. Approval of Plans - The Purchaser before commencing to build should deposit the plans and elevations of the proposed buildings with the Company for their approval. The Company undertake that no expense should be incurred by the Purchaser in obtaining such approval. All roofs should be tiled unless with the Company's consent in writing. The object of this stipulation is to insure that buildings suitable and well planned for health and comfort of occupants should be erected on the Estate and to insure some degree of uniformity of elevation.

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

7. Guard:- The Purchaser should 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 should be made or in any way to effect the foundations of buildings or wells built or to be built on any adjoining land. No brick, pipes, stones, earth or clay should be taken or burned upon the premises nor any sale of building material be held thereon.

