

1493

1928.

A B S T R A C T of the T I T L E  
of ARTHUR BROWSE TUCKER, Esq.,  
to "Brent Knoll", Waldens Park  
Road, Horsell in the County of  
Surrey.

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Brook Knight & Medlicott,  
11, New Square,  
Lincoln's Inn,  
W. C. 2.

HERITAGE WALKS ARCHIVE DOCUMENT

A B S T R A C T of the T I T L E  
of Mr. Arthur Browse Tucker to "Brent Knoll"  
Walens Park Road Horsell, in the County of  
Surrey.

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28th April 1902.  
Stamp 15/-

BY INSTRUMENT of this date between Thomas Kirby Stapley of Eastbourne in the County of Sussex Builders Merchant (hereinafter called "the Vendor") of the one part and Sophia Whicher Henley of Croydon Goldsmith R. Woking in the County of Surrey Widow (hereinafter called "the Purchaser") of the other part

RECITING that the Vendor was seized in fee simple free from incumbrances of the herits intended to be thereby conveyed and he has agreed to sell the same to the Purchaser at the price of £150

IT WAS WITNESSED that in consideration of the sum of £150 to the Vendor paid by the Purchaser the receipt acknowledged the Vendor as beneficial owner thereby conveyed unto the Purchaser

ALL THAT freehold plot of land part of the Walens Park Estate Horsell in the County of Surrey having a frontage to the Walens Park Road on the South West and bounded on the East by land belonging to the Ecclesiastical Commissioners on the North East by land then or late of Mr. King on the North by land held with the National School and on the West by the land of the Vendor the western boundary being straight and parallel to and 50 feet distant from the hedge on the western side of the said land of the Ecclesiastical Commissioners.

& to  
TO HOLD unto the use of the Purchaser in fee simple

COVENANTS by the Purchaser for herself her heirs executors administrators and assigns with the Vendor as running with the land and binding on the owner or owners for the time being thereof that she or they would observe and perform the covenants conditions restrictions and stipulations contained in the Schedule thereto

ACKNOWLEDGEMENT by the Vendor of the right of the Purchaser to production of an Instrument of Conveyance of 1st October 1900 made between Edward Flaggate of the one part and the Vendor of the other part and to delivery of copies thereof and undertaking for the safe custody thereof

THE SCHEDULE.

1. THE Purchaser should erect within two months from the date thereof to the satisfaction of the Vendor and for ever after maintain sufficient boundary walls or fences to the land thereby conveyed on the south western and western sides thereof such walls or

fences to be not less than 4 feet nor more than six feet high.

2. WITHOUT the Vendor's consent in writing no building should be erected nearer to the adjacent road than 15 feet and the front wall of any building so erected should not be more than 20 feet from the said Walens Park Road and no house erected on the said land should be of less prime cost than £400 (exclusive of stabling and other buildings) and no house except a detached private dwellinghouse (with or without necessary stabling and outbuildings) should be erected on the said land and not more than one house should be erected on the said land
3. No trade business or manufacture should be carried on upon the said land nor should the same or any building thereon be used for the reception of insane persons or inebriates or for any noisy noxious or offensive purpose whatsoever or for any other purpose than as a private dwellinghouse nor should anything be done or permitted upon any part of the said land or any building thereon which should be or become a nuisance or annoyance to the Vendor or the owners or occupiers of any of the neighbouring property No hut shed caravan house on wheels 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 said land and the Vendor or owner or owners of any plot on the Estate or any part thereof might remove and dispose of any such erection or other thing and for that purpose might enter upon any land upon which a breach of abate stipulation should occur and should not be responsible for the safe keeping of anything so removed or for the loss thereof or damage thereto No building or other erection should be put upon the said land until the site plans and elevations thereof should have been approved in writing by the Vendor or his surveyor No water closet or privy which should be detached from the house should be erected on the said land No part of the said land should be used for a road footpath or approach to or from any house or land outside the Walens Park Estate of the Vendor
4. THE Purchaser should for ever thereafter pay her share (to be settled in case of dispute by the Vendor) of maintaining thereafter in hard and sound condition the road and foot path adjoining the said land until the same should be taken over by the proper Local Authority The purchaser should not have any right of easement into under or over any plots outside the said land
5. THE Purchaser should not excavate for sand chalk gravel clay or any substance or material of any kind except for building thereon and no such excavation should be made so as in any way to affect the foundations of the buildings or walls built or to be built on any adjoining land The Purchaser should not make burn or permit to be made or burnt any bricks on the said land
6. THE Vendor reserves the right of altering or of consenting to alterations of any of the conditions or stipulations in respect of any plot or plots on the said Estate all of which conditions and stipulations were subject to the rules byelaws and regulations for the time being of the Local Public Authority

EXECUTED by both parties and attested.



*Spink*

1920. 7th April.  
Stamps £11.  
I.V.N. Stamp.

BY CONVEYANCE of this Deed made between the said Sophia Whicher Henley (hereinafter called "the Vendor") of the one part and Arthur Browse Tucker of 11 Cedars Road Barnes London Gentleman (hereinafter called "the Purchaser") of the other part

RECITING seisin of Vendor subject to the before-mentioned stipulations and Agreement for Sale

IT WAS WITNESSED that in consideration of £1100 paid, etc., the receipt, etc., the Vendor as beneficial owner thereby conveyed unto the Purchaser

ALL the before-abstracted premises by the following description:-

ALL THAT freehold plot of land part of the Waltons Park Estate Horsell in the County of Surrey having a frontage to the Waltons Park Road on the South West and bounded on the East by land belonging to the Ecclesiastical Commissioners on the North East by land late of Mr. King on the North by land held with the National School and on the West by other land of the said Thomas Kirby Stapley the Western boundary being straight and parallel to and Fifty feet distant from the hedge on the Western side of the said land of the Ecclesiastical Commissioners which said piece of land (for purposes of identification only and not by way of exact limitation) more particularly delineated in the plan drawn thereon and thereon coloured pink

*See the names of his adjoining premises in the Contract*

*Plan as on Abstract*

TOGETHER with the messuage and premises then erected and built thereon and known as "Brent Knoll" Waltons Park Road Horsell aforesaid

TO HOLD unto and to the use of the Purchaser in fee simple subject to the said covenants and conditions.

COVENANT by the Purchaser to observe the said covenants and to keep the Vendor indemnified.

WULY executed and attested.