

Memorandum that by an Indenture dated the
fourth day of May One thousand nine hundred
and one and made between the within named Martha
Harris of the one part and Frederick Samuel Cuff of Horsell
being in the County of Surrey Whitesmith of the other part
the hereditaments firstly described in the within written
Indenture and numbered 3 and 4 and coloured green
in the plan drawn hereon were conveyed by the said
Martha Harris unto and to the use of the said Frederick
Samuel Cuff and the production of the within written
Indenture was acknowledged.

Dated 21st May 1898

Miss Emma Dube

to

M^{rs} Martha Harris

CORBYLACE

of

land at Horsell, Surrey

This Indenture

made the
twenty first

One thousand eight hundred and ninety eight
 day of ~~September~~ Emma Tube of Harehaysfield in the County of
 Surrey Spinster of the first part ~~Ellis Harris~~ formerly of Woking
 but now of Bancombe both in the same County seized Feudal
 of the second part and ~~Ellis Harris~~ the wife of the said
 Ellis Harris of the third part ~~Whose~~ the said Emma Tube is
 seized of or otherwise well entitled to the hereditaments
 hereinafter firstly and secondly described for an estate in
 fee simple and has agreed with the said Martha Harris
 for the absolute sale to her of the said hereditaments at the
 price of Seventy two pounds ~~Whose~~ the said
 Ellis Harris is seized of the hereditaments hereinafter described
 and colored brown on the plan drawn on these presents
 and has agreed with the said Martha Harris to grant to
 her the right of way as hereinafter mentioned over and along
 the said piece of land ~~Whose~~ this Indenture ~~Whose~~
 that in pursuance of the said agreement and in consideration
 of the sum of Seventy two pounds to the said Emma Tube
 paid by the said Martha Harris out of monies belonging to
 her as her separate estate on the execution of these presents
 the receipt whereof the said Emma Tube hereby acknowledges
 she the said Emma Tube as beneficial owner doth hereby
 convey unto the said Martha Harris and her heirs ~~Whose~~
~~Whose~~ two pieces or parcels of land situate in the parish
 of Horsell in the County of Surrey and having a frontage of
 thirty four feet or thereabouts to a road there called Ormond
 Road as the same with the dimensions thereof are more
 particularly delineated and described in the said plan
 drawn on these presents and colored green and numbered
 respectively s. and t. and ~~Whose~~ ~~Whose~~ piece or
 parcel of land situate in the said parish of Horsell and
 having a frontage on the east side thereof of One hundred
 and sixty one feet or thereabouts to a road there called
 Manor Road as the same with the dimensions thereof
 is more particularly delineated and colored pink in the





said plan which said piece or parcels of land hereinbefore
 firstly and secondly described formed part of the land conveyed
 to the said Emma Tribe by an indenture dated the twentyfourth
 day of August one thousand eight hundred and ninety
 six and made between the said Eli Harris of the one part
 and the said Emma Tribe of the other part ~~to~~ the
 same unto and to the use of the said Martha Harris her
 heirs and assigns in fee simple as part of her separate estate
~~that~~ ~~this~~ ~~indenture~~ ~~also~~ ~~testifies~~ that in pursuance
 of the said agreement and in consideration of the premises
 the said Eli Harris as beneficial owner doth hereby grant unto
 the said Martha Harris her heirs and assigns ~~that~~ shall
 be lawful for the said Martha Harris her heirs and assigns
 as owner or owners for the time being of the piece of land
 hereinbefore secondly described and colored pink in the said
 plan and her and their tenants and servants and all
 other persons authorized by her or them from time to time
 and at all times hereinafter at her and their will and
 pleasure to pass and re-pass over and along the passage
 way and roadway colored brown on the said plan
 as to the passage way between the points marked A and
 B on the said plan for light traffic only and as to the said
 road marked Manor Road with or without horses carts
 carriages or vehicles of all descriptions: to the end and intent
 that the right of way hereby granted shall be forever hereafter
 appurtenant to the said piece of land colored pink on the said
 plan for all purposes connected with the use occupation or
 enjoyment of the said piece of land. Provided always and the
 said Martha Harris doth hereby covenant and agree with the
 said Eli Harris that she the said Martha Harris her heirs and assigns
 owner or owners for the time being of the said piece of land hereby
 conveyed will contribute a fair and reasonable proportion of the
 cost of keeping the same in repair of the said Manor Road and
 footpath and if any difference shall arise as to the amount
 which ought to be so contributed the same shall be referred to two
 arbitrators one to be appointed by each party under and subject
 to the provisions of the Arbitration Act 1889 ~~that~~ the said Martha
 Harris doth hereby covenant with the said Emma Tribe her heirs
 and assigns or the owner or owners for the time being of the
 adjoining lands but so that the covenants hereinafter contained

shall run with the land hereby conveyed and shall be binding on the owner or owners for the time being thereof or of any part thereof and not further or otherwise. That no hut shed caravan house or wheels or other shall be erected or intended for use as a dwelling or sleeping apartment and no trade or business shall be carried on upon such land or any part thereof of a noisy noxious or offensive nature or which may become a nuisance annoyance or damage to the said Emma Dute her heirs or assigns or to the neighbourhood. Also that she the said Martha Harris her heirs or assigns will not erect upon the said land or any part thereof a detached house of less than one hundred and eighty pounds value or semi detached house of less than three hundred and sixty pounds value the price the amount of the first cost in material and labor of construction only (established at lowest current prices) to be deemed its value for this purpose. Also that she the said Martha Harris will not erect any house or building upon the said land hereinbefore firstly nearer to the said Ormond Road than the distance indicated on the said plan by the dotted line thereon marked "Building Line" which line is eight feet from the said Ormond Road and also will not erect any house or building upon the said pieces of land hereinbefore secondly described fronting Manor Road nearer than four feet to the said Manor Road. And that she will maintain and keep in good order and condition the fence erected on the east side of the land hereinbefore secondly described. ~~And~~ the said Emma Dute hereby acknowledges the right of the said Martha Harris as to the production of the hereinbefore mentioned indenture of the twentyfourth day of August One thousand eight hundred and ninety six ~~of the~~ ~~whereof~~ whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed Sealed and Delivered
by the above named Emma
Dute, Eli Harris and
Martha Harris in the presence

Emma Dute

Eli Harris

Martha Harris
Emor

Gilbert H. White
Solicitor
Guildford

